



LEGAL AID ONTARIO AND COMMUNITY LEGAL CLINICS
20 DUNDAS (ATRIUM ON BAY) STREET W, #730
TORONTO ON M5G 2H1

Your Aviva Enterprise insurance policy for Business and Professional Services

Policy number 82011041 starting on August 1, 2024

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 HUB INTERNATIONAL ONTARIO LIMITED
700-2265 UPPER MIDDLE RD E
OAKVILLE ON L6H 0G5
Tel. (905) 582-7104

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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.

Contact your broker to find out more.

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

To find a Premiere vendor near you, visit aviva.ca.



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** August 1, 2024. Please read your policy documents to ensure you understand your insurance coverage.

Enterprise commercial insurance policy

Policy number: 82011041

910001-06 Property, Business Income, Inland Marine, Crime and Equipment Breakdown Common Conditions and Exclusions Form	This form has been revised to remove the Cyber Risk exclusion. The terms and conditions of your: <ul style="list-style-type: none">• 910505 Cyber Incident Clarification Endorsement (Perils Writeback); or• 910506 Cyber Incident Clarification Endorsement (whichever was applicable to your policy) will continue to apply.
910505-01 Cyber Incident Clarification Endorsement (Perils Writeback)	This form has been decommissioned and is no longer applied to your policy. The content of this endorsement is now contained in the 910001-06 Property, Business Income, Inland Marine, Crime and Equipment Breakdown Common Conditions and Exclusions Form.
915505-01 Social Engineering Exclusion	The 915505 Social Engineering Exclusion has been applied to your 915000 Crime Form to clarify there is no coverage for social engineering losses. If you require coverage for social engineering losses, please contact your broker.
916010-02 Abuse Limited Liability Insurance	We have updated our policy wording to align with the Insurance Bureau of Canada (IBC)'s verbiage or to follow industry practice. We've amended the policy wording in the following areas: <ul style="list-style-type: none">• Title - Amended to "Abuse Limited Liability Insurance"• Insuring agreement -- "Bodily injury" has been linked to "abuse" and "wrongful act" has been deleted and replaced with "abuse".• Limits of Insurance:<ul style="list-style-type: none">• Added each abuse claim limit to follow industry practice.• Paragraph added outlining when payments reduce the limits of insurance.• Deductible eliminated to benefit the Insured.• Insureds - Entire section revised to identify who is an Insured.• Definitions:<ul style="list-style-type: none">• Definition of "interrelated acts" added to align with industry practice.• Definitions of "abuse", "action", "bodily injury", "compensatory damages", "employee", "temporary worker" and "volunteer worker" amended to align with the IBC standard verbiage.• Coverage Territory amended to Canada.• Conditions - Applicable conditions are now built into the wording for easy reference.<ul style="list-style-type: none">• Title and verbiage of "Duties in the Event of a Claim" clause have been revised to align with industry practice.

- The "Other Insurance" clause has been revised to confirm that limited abuse liability applies on a primary basis.
- "Transfer of Duties When a Limit of Insurance is Exhausted" clause has been added.
- **Retroactive Date** - This was added to establish how claims apply throughout the policy period.
- **Extended Reporting Period** - Verbiage added to indicate that the coverage applies to abuse committed before the end of the policy period but not before the retroactive date and not previously reported to the Insurer. The option of one-year extended reporting period is still available.

Exclusions

Exclusions that do not apply have been removed, e.g., Asbestos, Fungi & Spores, Nuclear, Pollution, Terrorism and War. Some exclusions have been incorporated within other sections of this policy wording.

Other exclusions were revised to align with the IBC's verbiage or industry practice:

- **Employer's Liability** - Title and verbiage revised to align with the IBC's verbiage.
- **Perpetrated by the Insured** - Title and verbiage revised to follow industry practice.
- **Worker's Compensation or Similar Laws** - Exclusion added to align with industry practice.

916500-02 Abuse Exclusion

This exclusion was amended to align with Insurance Bureau of Canada (IBC) standard verbiage and to include a definition of "abuse".

919200-01 Aviva Cyber Insurance for Business Form

Cyber Suite has now been updated to Aviva Cyber Insurance for Business which will appear on your declaration page.

Your Cyber Suite product has been enhanced to the new Aviva Cyber Insurance for Business coverages, which will be shown on your Policy Declarations.

As part of this change, we have updated our cyber offering and wording. The key changes to your coverage are outlined below. Some of these changes 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.

Your form number has changed from 918200-01 to 919200-01.

Individual sub-limits of insurance have been removed for the following coverages.

These coverages are now subject to the Cyber Annual Aggregate Limit shown on your Policy Declarations. This means the Cyber Annual Aggregate limit of insurance can be applied to any or all coverages outlined.

- **A - DATA COMPROMISE RESPONSE EXPENSES**
 - Forensic investigation
 - Legal and regulatory review
 - Notice to data subjects and regulators
 - Payment card industry fines and penalties
 - Regulatory fines and penalties
 - Help line, credit monitoring and identity theft remediation for affected individuals

Public Relations and Named Malware, as part of Data Compromise Response Expenses coverage, continues to have a specified sublimit of insurance.

- **B - COMPUTER ATTACK**

Public Relations, as part of Computer Attack coverage, continues to have a specified sublimit of insurance.

New additional coverages which are now available:

- **H - MISDIRECTED PAYMENT FRAUD** coverage provides indemnity in the event of a “wrongful transfer event”, commonly known as Social Engineering Fraud.
- **BRICKING** coverage has been added within “system restoration costs” under coverage B - COMPUTER ATTACK, to provide coverage for the cost to repair or replace electronic hardware that is permanently impacted by a cyber incident.

We’ve clarified how your Cyber Insurance is covered with the following new definitions:

- **Computer System** - broadened the definition of systems and devices to include computer systems of others, but solely with respect to the **War** exclusion.
- **Combatant** - added to clarify the **War** exclusion; Combatant means a government, sovereign or other authority, or agents acting on their behalf.
- **Communicable Disease Exclusion** - added to clarify the **Communicable Disease Exclusion**; Communicable Disease means a disease which can be transmitted via any means of any substance or agent from any organism to another.
- **Coverage Territory** - Your coverage now applies globally with respect to first-party coverages (compensation that is directly made to you as a result of a covered claim) and within Canada and the United States (though claims must be brought in Canada) for third-party coverages (defence costs and compensation to another party when you are liable for damages).
- **Insured** - clarifies that the Insured means the Named Insured shown on the Policy Declarations.
- **Employees** - added to clarify who is considered an Employee - includes full-time, part-time, temporary, leased, and volunteer workers as well as Independent Contractors.
- **Executives** - formerly included as ‘director’ in your policy, we’ve broadened coverage with the defined term Executive which now includes directors, officers, partners, members, managers, and trustees.
- **Independent Contractors** - added to provide clarity as term used in wording. Must be under a specified written contract and acting on behalf of, at the direction of, or under the supervision of the Insured.
- **Named Insured** - ties Named Insured to the entity listed on the Policy Declarations.
- **Wrongful Transfer Costs** - added to define the costs covered under the new MISDIRECTED PAYMENT FRAUD coverage H.
- **Wrongful Transfer Event** - added to describe an event that triggers coverage under H- MISDIRECTED PAYMENT FRAUD.

We have added the following conditions to the form. These conditions were applicable to your policy previously via conditions found in other parts of your policy package, for ease of reference they are now included within your Aviva Cyber Insurance for Business form.:

- **910000-02 Policy Conditions**
- **Bankruptcy**
- **Concealment or Misrepresentation**
- **Consolidation or Merger**
- **Cooperation**
- **Examination of Business Records**
- **No Benefit to Third-Party Bailee**
- **Other Insurance**

- **Premium Audit**
- **Representations**
- **Separation of Insureds and Cross-Liability - As Applicable to Third-Party Coverages**
- **Transfer of Insured's Right of Recovery**
- **Transfer of Named Insured's Rights and Duties**
- **Warranty**

We've clarified there is no coverage for:

- **Contagious disease** - confirms that no coverage is available for loss arising from, in connection with, or resulting from the fear or threat of a communicable disease.
- **War** - confirms no coverage available for war and hostile action, including but not limited to cyber warfare.
- **Nuclear incident and radioactive contamination** - this exclusion has been amended to exclude direct or indirect loss resulting from nuclear events or exposure.
- **Pollutants or Contaminants** - an exclusion for pollutants or contaminants has been added.
- **Property Damage or Bodily Injury** - this exclusion has been updated to exclude property damage or bodily injury for all third-party liability coverages.

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.

If you are an existing customer with the outgoing **Aviva Cyber Suite** form, please refer to the **Summary of Changes** attached to your policy for an overview of coverage changes.

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](tel: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](tel: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 information² 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 services² 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 money³ | 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: 01

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

Please visit us at: aviva.ca



Renewal Policy Notice

LEGAL AID ONTARIO AND COMMUNITY LEGAL CLINICS
20 DUNDAS (ATRIUM ON BAY) STREET W, #730
TORONTO ON M5G 2H1

HUB INTERNATIONAL ONTARIO LIMITED 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.

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

HUB INTERNATIONAL ONTARIO LIMITED
700-2265 UPPER MIDDLE RD E
OAKVILLE
ON L6H 0G5

Tel. (905) 582-7104

Policy Number: 82011041

Policy Type: COMMERCIAL

Pay Plan: Broker Bill

Policy Transactions

Effective Date	Description	Premium
August 01, 2024	Renewal Policy Notice	\$150,899.00 (plus sales tax where applicable)

You will be billed separately by your broker for any outstanding amounts on your account.



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

Policy declarations

Named Insured

LEGAL AID ONTARIO AND COMMUNITY LEGAL CLINICS
20 DUNDAS (ATRIUM ON BAY) STREET W, #730
TORONTO ON M5G 2H1

Your Broker

HUB INTERNATIONAL ONTARIO LIMITED
700-2265 UPPER MIDDLE RD E
OAKVILLE
ON L6H 0G5

Aviva Enterprise Business and Professional Services Policy

Your policy number: 82011041

Effective August 1, 2024 at 12:01 am
to August 1, 2025 at 12:01 am
(local time at the postal address)

Your policy premium is \$150,899

Your insurance coverage is provided by
Aviva Insurance Company of Canada
10 Aviva Way
Suite 100
Markham, ON L6G 0G1

Change description

New version of form(s) attached - 911000-07,91100A-07,916010-02,910001-06

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
910504-01	Contagious Disease Exclusion - Liability

Location Group A Premium: \$87,299

Group A: As per schedule attached

Forms and endorsements applicable to Location Group A

Form number	Coverage	Deductible (\$)	Co-insurance	Limits of insurance (\$)
	PROPERTY			
911000-07	Property Insurance			
	All Property without Schedule	1,000	90%	16,431,601
911304-03	Stated Amount Endorsement			Included

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Form number	Coverage		Deductible (\$)	Co-insurance	Limits of insurance (\$)	
911516-02	Water Damage Deductible Endorsement		5,000		Included	
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					
914000-03	Equipment Breakdown Insurance Form		1,000		16,431,601	
	CRIME					
915000-02	Crime Form					
	B. Money, Securities and Other Property				25,000	
	Supplementary Coverages					
	Medical Expense Incurred from Robbery				Included	
	Each Person				5,000	
	Annual Aggregate				10,000	

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Schedule of locations - Location group A

Policy Number: 82011041

Effective Date: August 1, 2024

Location	Location Details
1	55 UNIVERSITY AVE. SUITE 1402 &, 1500, TORONTO ON, M5J 2H7 ADVOCACY CENTRE FOR THE ELDERLY -LEGAL CLINIC
2	55 UNIVERSITY AVENUE, STE 1500, TORONTO ON, M5J 2H7 ADVOCACY CENTRE FOR TENANTS ONTARIO LEGAL CLINIC
3	477 QUEEN STREET E , 301, SAULT STE MARIE ON, P6A 1Z5 ALGOMA COMMUNITY LEGAL CLINIC INC
4	211 YONGE STREET, 500, TORONTO ON, M5B 1M4 ABORIGINAL LEGAL SERVICES
5	55 UNIVERSITY AVENUE, STE 1500, TORONTO ON, M5J 2H7 ARCH DISABILITY LAW CENTRE
6	1100 CLARENCE STREET S , STE 203, BRANTFORD ON, N3S 7N8 BRANT HALDIMAND NORFOLK COMMUNITY LEGAL CLINIC

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Date Issued
September 3, 2024

Company Use
5475 04 01-1300 4652 R G709

Policy Number
82011041

Claims Assist
1-866-692-8482

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Customer Copy

Location	Location Details
7	55 UNIVERSITY AVENUE, STE 1500, TORONTO ON, M5J 2H7 CANADIAN ENVIRONMENTAL LAW ASSOCIATION
8	455 GRAND AVENUE E , 9, CHATHAM ON, N7M 1L6 CHATHAM-KENT LEGAL CLINIC
9	2 ASH STREET , 5, KAPUSKASING ON, P5N 3H4 CLINIQUE JURIDIQUE GRAND NORD
10	1 MCCONNELL AVENUE, CORNWALL ON, K6H 4K8 CLINIQUE JURIDIQUE STORMONT , DUNDAS & GLENGARRY LEGAL CLINIC
11	352 MAIN STREET W , 201, HAWKESBURY ON, K6A 2H8 CLINIQUE JURIDIQUE POPULAIRE DE PRESCOTT ET RUSSELL
12	3 PINE STREET S , STE 202, TIMMINS ON, P4N 2J9 TIMMINS TEMISKAMING COMMUNITY LEGAL CLINIC
13	201 FRONT STREET N , 407, SARNIA ON, N7T 7T9 COMMUNITY LEGAL ASSISTANCE SARNIA

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Location	Location Details
14	71 COLBORNE (P.O. BOX 275) STREET E, ORILLIA ON, L3V 1T5 COMMUNITY LEGAL CLINIC - SIMCOE, HALIBURTON, KAWARTHA LAKES
15	180 DUNDAS STREET W , STE 506, TORONTO ON, M5G 1Z8 COMMUNITY LEGAL EDUCATION ONTARIO
16	1355 BANK STREET, OTTAWA ON, K1H 8K7 COMMUNITY LEGAL SERVICES- AMALGAMATION OF 3 OFFICES (OTTAWA CENTRE)
17	158 GEORGE STREET, LEVEL 1, BELLEVILLE ON, K8N 3H2 COMMUNITY ADVOCACY & LEGAL CENTRE
18	21 DUNLOP STREET, STE 200, RICHMOND HILL ON, L4C 2M6 COMMUNITY LEGAL CLINIC OF YORK REGION UNDERGOING RENOVATIONS- CLIENT NOW OCCUPYING SPACE AT UNIT A 21 DUNLOP ST. & 10271 STE 303 YONGE ST. RICHMOND HILL ONT
19	303 BAGOT STREET, 500, KINGSTON ON, K7K 5W7 QUEEN'S PRISON LEGAL CLINIC FACULTY OF LAW - QUEEN'S UNIVERSITY
20	540 FINCH AVENUE W , 132, TORONTO ON, M2R 1N7 DOWNSVIEW COMMUNITY LEGAL SERVICES

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Location	Location Details
21	200 JOHN STREET, B1, OSHAWA ON, L1J 2B4 DURHAM COMMUNITY LEGAL CLINIC INCLUDING UNITS B1,B2A,B2 OSHAWA CENTRE
22	1 LEASIDE PARK DRIVE, TORONTO ON, M4H 1R1 DON VALLEY COMMUNITY LEGAL SERVICES
23	98 CENTRE STREET, ST. THOMAS ON, N5R 2Z7 ELGIN-OXFORD LEGAL CLINIC
24	31 NOVA SCOTIA WALK, 300, ELLIOT LAKE ON, P5A 1Y9 ELLIOT LAKE & NORTH SHORE COMMUNITY LEGAL CLINIC
25	945 3RD AVENUE E, OWEN SOUND ON, N4K 2K8 GREY-BRUCE COMMUNITY LEGAL CLINIC OWEN SOUND PROFESSIONAL CENTRE
26	700 DORVAL DRIVE, 400, OAKVILLE ON, L6K 3V3 HALTON COMMUNITY LEGAL SERVICES
27	100 MAIN STREET E , 203, HAMILTON ON, L8N 3W4 HAMILTON COMMUNITY LEGAL CLINIC

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Location	Location Details
28	55 UNIVERSITY AVENUE, TORONTO ON, M5J 2H7 HIV & AIDS LEGAL CLINIC
29	305 ROMEO STREET, STRATFORD ON, N5A 4T8 HURON PERTH COMMUNITY LEGAL CLINIC
30	55 UNIVERSITY AVENUE, 1500, TORONTO ON, M5J 2H7 INDUSTRIAL ACCIDENT VICTIMS GROUP OF ONTARIO
31	55 UNIVERSITY AVENUE, 14TH FLR, TORONTO ON, M5J 2H7 INCOME SECURITY ADVOCACY CENTRE
32	815 DANFORTH AVENUE, STE 411, TORONTO ON, M4J 1L2 INJURED WORKERS CONSULTANTS
33	1315 FINCH AVENUE W , 409, TORONTO ON, M3J 2G6 JANE-FINCH COMMUNITY LEGAL SERVICES
34	55 UNIVERSITY AVENUE, 1500, TORONTO ON, M5J 2H7 JUSTICE FOR CHILDREN & YOUTH

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Location	Location Details
35	40 REVILLON ROAD N , 218, MOOSONEE ON, P0L 1Y0 KEEWAYTINOK NATIVE LEGAL SERVICES
36	345 BAGOT STREET, KINGSTON ON, K7K 6T8 KINGSTON COMMUNITY LEGAL CLINIC
37	86 SOUTH CUMBERLAND STREET, THUNDER BAY ON, P7B 2V3 KINNA-AWEYA LEGAL CLINIC
38	10 SUNSET BOULEVARD, PERTH ON, K7H 2Y2 THE LEGAL CLINIC (AMALGAMATION OF LANARK, LEEDS & GREENVILLE LEGAL CLINIC AND RURAL LEGAL SERVICES)
39	8-B ONTARIO STREET, BRACEBRIDGE ON, P1L 2A7 LAKE COUNTRY LEGAL CLINIC
40	55 UNIVERSITY AVENUE, 1500, TORONTO ON, M5J 2H7 LANDLORDS SELF-HELP CENTRE
41	176 WYNDHAM STREET N , 5, GUELPH ON, N1H 6Z9 LEGAL CLINIC OF GUELPH AND WELLINGTON COUNTY

CONTINUED ON NEXT PAGE

Location	Location Details
42	443 QUELLETTE AVENUE, 2ND FL, WINDSOR ON, N9A 4J2 LEGAL ASSISTANCE OF WINDSOR
43	12A HILLSIDE, LITTLE CURRENT ON, P0P 1K0 MANITOULIN LEGAL CLINIC SUCKER CREEK, INDIAN RESERVE
44	130 DUNDAS STREET E , 504 &405, MISSISSAUGA ON, L5A 3V8 MISSISSAUGA COMMUNITY LEGAL SERVICES
45	163 QUEEN STREET W , 101, TORONTO ON, M5A 1S2 NEIGHBOURHOOD LEGAL SERVICES
46	383 RICHMOND STREET, 910, LONDON ON, N6A 3C4 NEIGHBOURHOOD LEGAL SERVICES OF LONDON & MIDDLESEX
47	15 BURGAR STREET, 100, WELLAND ON, L3B 2S6 NIAGARA COMMUNITY LEGAL ASSISTANCE
48	107 SHIRREFF AVENUE, STE 214, NORTH BAY ON, P1B 7K8 NIPISSING COMMUNITY LEGAL SERVICES

CONTINUED ON NEXT PAGE

Location	Location Details
49	1005 ELGIN STREET W , STE 301, COBOURG ON, K9A 5J4 NORTHUMBERLAND COMMUNITY LEGAL CENTRE
50	24 QUEEN STREET E , 700, BRAMPTON ON, L6V 1A3 NORTH PEEL & DUFFERIN COMMUNITY LEGAL CLINIC
51	1229 QUEEN STREET W, TORONTO ON, M6K 1L2 PARKDALE COMMUNITY LEGAL SERVICES
52	150 KING STREET, 4TH FL, PETERBOROUGH ON, K9J 2R9 PETERBOROUGH COMMUNITY LEGAL CENTRE
53	206 SCOTT STREET, FORT FRANCES ON, P9A 1G7 NORTHWEST COMMUNITY LEGAL CLINIC.
54	1035 O'BRIEN ROAD, 26, RENFREW ON, K7V 0B3 RENFREW COUNTY LEGAL CLINIC
55	21 PANORAMA COURT, 24, TORONTO ON, M9V 4E3 REXDALE COMMUNITY LEGAL CLINIC VARIOUS SOCIAL SERVICES

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Location	Location Details
56	695 MARKHAM ROAD, STE 9, TORONTO ON, M1H 2A5 SCARBOROUGH COMMUNITY LEGAL SERVICES
57	5353 DUNDAS STREET W , STE 210, TORONTO ON, M9B 6H8 SOUTH ETOBICOKE COMMUNITY LEGAL SERVICES
58	180 DUNDAS (P.O. BOX 4) STREET W , 2000, TORONTO ON, M5G 1Z8 TORONTO WORKERS HEALTH & SAFETY LEGAL CLINIC
59	450 FREDERICK STREET, STE. 101, KITCHENER ON, N2H 2P5 WATERLOO REGION COMMUNITY LEGAL SERVICES
60	2425 EGLINTON AVENUE E , 201, SCARBOROUGH ON, M1K 5G8 WEST SCARBOROUGH COMMUNITY LEGAL SERVICES
61	1032 BLOOR STREET W , TORONTO ON, M6H 1M2 WEST TORONTO COMMUNITY LEGAL SERVICES
62	245 FAIRVIEW MALL DRIVE, STE 106, TORONTO ON, M2J 4T1 WILLOWDALE COMMUNITY LEGAL SERVICES

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Location	Location Details
63	1770 LANGLOIS AVENUE, WINDSOR ON, N8X 4M5 WINDSOR-ESSEX BILINGUAL LEGAL CLINIC
64	40 ELM (RAINBOW CENTRE) STREET, 272, SUDBURY ON, P3C 1S8 SUDBURY COMMUNITY LEGAL CLINIC
65	123 EDWARD STREET, 505, TORONTO ON, M5G 1E2 METRO TORONTO CHINESE & SE ASIAN LEGAL CLINIC
66	45 SHEPPARD AVENUE E , 106A, TORONTO ON, M2N 5W9 SOUTH ASIAN LEGAL CLILNIC OF ONTARIO
67	55 UNIVERSITY AVENUE, 500, TORONTO ON, M5J 2H7 CO-OPERATIVE OF SPECIALTY COMMUNITY LEGAL CLINICS OF ONTARIO & ASSOCIATION OF COMMUNITY LEGAL CLINICS OF ONTARIO
68	720 SPADINA AVENUE, 1507, TORONTO ON, M5S 2T9 BUILT 1972, FIRE RESISTIVE BUILDING, 2,047 SQUARE FEET RENTED SPACE BLACK LEGAL ACTION CENTRE
69	55 UNIVERSITY AVENUE, 1500, TORONTO ON, M5J 2H7 FIRE RESISTIVE ASSOCIATION OF LEGAL CLINICS OF ONTARIO

CONTINUED ON NEXT PAGE

Location	Location Details
70	717 RICHMOND STREET, 200, LONDON ON, N6A 1S2 MASONRY NON-COMBUSTIBLE ADVOCACY CENTRE FOR TENANTS ONTARIO LEGAL CLINIC

CONTINUED ON NEXT PAGE

Policy level
Premium: \$4,945

Description of operations: ADVOCACY CENTRE FOR THE ELDERLY
 -LEGAL CLINIC

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			100,000
	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		25,000
	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		10,000
	Debris Removal			100,000
	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			25,000
	Damage by Animals or Insects	1,000		10,000
	Inspection and Approval Costs			10,000
	Installation Floater	1,000		25,000
	Professional Fees	1,000		100,000
	Earthquake Deductible - Installation Floater			Not Covered
	Flood Deductible - Installation Floater			Not Covered
	Reward			10,000

CONTINUED ON NEXT PAGE

Form number	Coverage		Deductible (\$)	Co-insurance	Limits of insurance (\$)
	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		5,000
	EQUIPMENT BREAKDOWN				
914000-03	Group One - Blanket		1,000		250,000
	Ammonia Contamination				Included
	Brands and Labels				Included
	Hazardous Substances				Included
	Research and Development Costs				Included
	Group Two - Additional Limits				Included
	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				50,000
	Environmental Upgrade Aggregate				250,000
	Errors and Omissions				10,000
	Expediting Expense				50,000
	Extra Expense				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%	25,000
	Distance(km): 25				
	CRIME				
915000-02	Crime Form				
	A. Employee Dishonesty				25,000
	C. Counterfeit Currency and Money Orders				25,000
	D. Forgery, Alteration, Credit Card and AT Card				25,000
	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		500		10,000
	Professional Fees				10,000
915505-01	Social Engineering Exclusion				Included

CONTINUED ON NEXT PAGE

Liability level**Total or advance liability premium: \$58,655****Minimum retained liability premium: \$0****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	Property Damage	1,000	5,000,000
	Products-Completed Operations Aggregate			5,000,000
	General 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	1,000,000
	D. Voluntary Medical Payments - Any one person			25,000
	Employer's Liability			Included
916300-03	Additional Insured (GL) Endorsement			Included
916500-02	Abuse Exclusion (GL) Endorsement			Included
916010-02	Abuse Limited Liability Insurance			
	Each Claim			500,000
	Retroactive Date (DDMMYYYY) : 31-03-2008			
	Abuse Aggregate			500,000
916015-02	Employee Benefits Liability			
	Each Employee Limit		1,000	2,000,000
	Aggregate			2,000,000
916019-01	Contingent Elevator and Hoist - Each Occurrence		1,000	100,000
916040-02	Voluntary Compensation Form			
	Medical Costs - any one employee			25,000
	Maximum weekly benefit, any one employee			250
	Max Temporary Disability Period, in Weeks: 26			
	Max Permanent Disability Period, in Weeks: 100			
	Death Benefit Period, in Weeks: 50			
	Maximum funeral expenses, any one employee			2,500
916100-01	SPF 6 - Non-Owned Auto Insurance (Including SEF 94, 96 and 99)			
	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			
919200-01	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

CONTINUED ON NEXT PAGE

Form number	Coverage	Deductible (\$)	Limits of insurance (\$)
	B. Computer Attack		Not Covered
	Limit of insurance		Not Covered
	Sublimit Per Occurrence		Not Covered
	Public Relations		Not Covered
	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
Non Profit Community Legal Aid Clinics	8111-30	Payroll	76	Flat	
COMMERCIAL GENERAL LIABILITY IS EXTENDED TO SATELLITE OFFICES LISTED ON SCHEDULE PROVIDED TO THE INSURER	8111-30	Area	1	Flat	
CO-OPERATIVE OF SPECIALTY COMMUNITY LEGAL CLINICS OF ONTARIO INC. LEGAL CLINIC	8111-30	Area	1	Flat	

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 (905) 582-7104

Policy Number: 82011041
Effective Date: August 1, 2024

Schedule of Named Insureds

LEGAL AID ONTARIO AND COMMUNITY LEGAL CLINICS

and
ABORIGINAL LEGAL SERVICES OF TORONTO
VANCOUVER

and
ADVOCACY RESOURCE CENTRE FOR THE HANDICAPPED

and
AFRICAN CANADIAN CLINIC

and
ALGOMA COMMUNITY LEGAL CLINIC

and
NORTH PEEL & DUFFERIN COMMUNITY LEGAL SERVICES

and
COMMUNITY LEGAL CLINIC - BRANT, HALIMAND, NORFORK

and
CANADIAN ENVIRONMENTAL LAW ASSOCIATION

and
CENTRE FOR SPANISH SPEAKING PEOPLES

and
LEGAL AID ONTARIO

and
CLINIC RESOURCE OFFICE - CLINIC FUNDING COMMITTEE

and
CLINIQUE JURIDIQUE GRAND NORD

and
CLINIQUE JURIDIQUE POPULAIRE DE PRESCOTT ET RUSSELL

and
CLINIQUE JURIDIQUE S.D.G LEGAL CLINIC

and
COMMUNITY LEGAL EDUCATION ONTARIO

and
JUSTICE NIAGARA

and
COMMUNITY LEGAL SERVICES (OTTAWA-CARLTON)

and
COMMUNITY LEGAL ASSISTANCE SARNIA

and
QUEEN'S PRISON LEGAL CLINIC

Schedule of Named Insureds

and
DOWNSVIEW COMMUNITY LEGAL SERVICES

and
HAMILTON COMMUNITY LEGAL SERVICES

and
DURHAM COMMUNITY LEGAL CLINIC

and
ELLIOT LAKE & NORTH SHORE COMMUNITY LEGAL CLINIC

and
GEORGINA COMMUNITY LEGAL SERVICES

and
HALTON COMMUNITY LEGAL SERVICES

and
HAMILTON COMMUNITY LEGAL CLINIC

and
HASTINGS & PRINCE EDWARD LEGAL SERVICES

and
HIV & AIDS LEGAL CLINIC

and
HOLLY STREET ADVOCACY CENTRE FOR THE ELDERLY

and
INDUSTRIAL ACCIDENT VICTIMS GROUP OF ONTARIO

and
INJURED WORKERS COMMUNITY LEGAL CLINIC

and
JANE-FINCH COMMUNITY LEGAL SERVICES

and
JUSTICE FOR CHILDREN & YOUTH

and
KEEWAYTINOK NATIVE LEGAL SERVICES

and
NORTHWEST COMMUNITY LEGAL CLINIC

and
KENSINGTON-BELLWOODS COMMUNITY LEGAL SERVICES

and
KINGSTON COMMUNITY LEGAL CLINIC

and
KINNA-AWEYA LEGAL CLINIC

and
THE LEGAL CLINIC

Schedule of Named Insureds

and
LANDLORDS SELF-HELP CENTRE

and
LEGAL ASSISTANCE KENT

and
LEGAL ASSISTANCE OF WINDSOR

and
MANITOULIN LEGAL CLINIC

and
HAMILTON COMMUNITY LEGAL CLINIC

and
METRO TENANTS LEGAL SERVICES

and
CHINESE & SOUTHEAST ASIAN LEGAL CLINIC (CSALC)

and
MISSISSAUGA COMMUNITY LEGAL SERVICES

and
MUSKOKA LEGAL CLINIC

and
NEIGHBOURHOOD LEGAL SERVICES OF LONDON & MIDDLESEX

and
NEIGHBOURHOOD LEGAL SERVICES

and
NIAGARA COMMUNITY LEGAL CLINIC

and
NIPISSING COMMUNITY LEGAL SERVICES

and
NORTHUMBERLAND COMMUNITY LEGAL CLINIC

and
PARKDALE COMMUNITY LEGAL SERVICES

and
PAY EQUITY ADVOCACY & LEGAL SERVICES

and
PETERBOROUGH COMMUNITY LEGAL CENTRE

and
NORTHWEST COMMUNITY LEGAL CLINIC

and
RENFREW COUNTY LEGAL CLINIC

and
REXDALE COMMUNITY LEGAL CLINIC

Schedule of Named Insureds

and
SCARBOROUGH COMMUNITY LEGAL SERVICES

and
SIMCOE LEGAL SERVICES CLINIC

and
SIOUX LOOKOUT COMMUNITY LEGAL CLINIC

and
SOUTH ETOBICOKE COMMUNITY LEGAL SERVICES

and
SOUTH OTTAWA COMMUNITY LEGAL SERVICES

and
SUDBURY COMMUNITY LEGAL CLINIC

and
TORONTO WORKERS HEALTH & SAFETY LEGAL CLINIC

and
WATERLOO REGION COMMUNITY LEGAL SERVICES

and
WEST END LEGAL SERVICES

and
WEST SCARBOROUGH COMMUNITY LEGAL SERVICES

and
WEST TORONTO COMMUNITY LEGAL SERVICES

and
WILLOWDALE COMMUNITY LEGAL SERVICES

and
WINDSOR-ESSEX BILINGUAL LEGAL CLINIC

and
CITY OF TORONTO,(BUT ONLY WITH RESPECTS TO THE OPERATIONS OF
THE WEST TORONTO COMMUNITY LEGAL SERVICES)CORPORATE SERVICES
FINANCE DIVISION RISK,INSURANCE & ASSET MANAGEMENT,
17TH FLOOR, WEST TOWER, CITH HALL
TORONTO ONT M5H 2N2

and
5353 DUN-KIP EQUITIES INC., OPTRUST OFFICE INC., REDCLIFF
REALTY MANAGEMENT INC.
WITH RESPECT TO LOCATION 64
5353 DUNDAS STREET WEST, SUITE 210
TORONTO ONTARIO M9B 6H8

and
TORONTO COMMUNITY HOUSING CORPORATION (TCHC) IS ADDED AS AN
ADDITIONAL INSURED BUT ONLY WITH RESPECT TO LIABILITY
ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED
5 NEEDLE FIRWAY, UNIT #105
TORONTO ONTARIO M3N 2B9

Schedule of Named Insureds

and
CO-OPERATIVE OF SPECIALTY COMMUNITY LEGAL CLINICS ONTARIO,
INC. AND ASSOCIATION OF COMMUNITY LEGAL CLINICS OF ONTARIO

and
DON VALLEY COMMUNITY LEGAL SERVICES

Schedule of Additional Insureds

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

[Redacted content]

Policy Number: 82011041
Effective Date: August 1, 2024

Schedule of Loss Payees

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Your Aviva Enterprise insurance policy for Business and Professional Services

Policy wordings

PROPERTY, BUSINESS INCOME,
INLAND MARINE,
CRIME AND EQUIPMENT
BREAKDOWN
COMMON CONDITIONS AND
EXCLUSIONS FORM
910001-06

The following conditions and exclusions apply to the Property, Business Income, Inland Marine, Crime and Equipment Breakdown form(s) attached to this policy.

I. APPLICABLE TO ALL PROVINCES AND TERRITORIES

COMMON CONDITIONS

1. COINSURANCE

This condition applies separately to each line of coverage for which a coinsurance percentage is shown on the "Policy Declarations" and only when the amount of loss or damage to each line of coverage exceeds \$50,000.

a. Business Income or Rental Income Forms

Refer to V., 2., SPECIAL CONDITIONS, COINSURANCE of the Form.

b. Other Insurance Forms

If the coinsurance percentage shown on the "Policy Declarations" applies to any other insurance coverage, the following coinsurance condition will apply:

The Insured will maintain insurance for at least the amount produced by multiplying the value of the insured property by the coinsurance percentage shown on the "Policy Declarations". Otherwise, the Insured will be entitled to recover only the portion of any loss that the limit of insurance in force at the time of loss bears to the limit of insurance required to be maintained by this condition.

2. COOPERATION

The Insured will cooperate with the Insurer in the investigation and settlement of all claims.

3. EXAMINATION OF BUSINESS RECORDS

The Insurer or its authorized representatives have the right to examine the Insured's business records as they relate to this insurance at any time during the policy period and up to 3 years afterwards.

This condition will not restrict the Insurer's rights as they relate to claims presented under this policy.

4. INTENTIONAL ACT

The Insurer is never liable to compensate for injury resulting from the Insured's intentional act.

Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional act.

Where the Insured is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's act.

5. MULTIPLE DEDUCTIBLES

If a claim is insured by this Policy under more than one coverage form and such coverage forms are subject to this conditions form, the following deductible hierarchy will apply:

- a. if the coverage forms involved in one occurrence are property forms, then regardless of the number of property forms involved in the loss only one deductible amount will be applied to the insured loss and the deductible amount will be the deductible amount that is the highest of the property forms applicable.
- b. if the coverage forms involved in one occurrence are crime forms, then regardless of the number of crime forms involved in the loss only one deductible amount will be applied to the insured loss and the deductible amount will be the deductible amount that is the highest of the crime forms applicable.
- c. if the coverage forms involved in one occurrence are equipment breakdown forms, then each applicable deductible will be applied to the insured loss.
- d. if the coverage forms involved in one occurrence are property forms and equipment breakdown forms, then:
 - i. if stock spoilage coverage is involved in the insured loss, any deductible applicable to stock spoilage coverage will be applied;
 - ii. if other property forms and equipment breakdown forms are involved in the insured loss, only the highest deductible amount will be applied to the insured loss that is not subject to stock spoilage coverage.
- e. if the coverage forms involved in one occurrence are property forms and crime forms, then regardless of the number of forms involved in the loss only one deductible amount will be applied to the insured loss and the deductible amount will be the deductible

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amount that is the highest of the property and crime forms applicable.

- f. if the coverage forms involved in one occurrence are property forms, crime forms and equipment breakdown forms, then:
 - i. if stock spoilage coverage is involved in the insured loss, any deductible applicable to stock spoilage coverage will be applied;
 - ii. if other property forms, crime forms and equipment breakdown forms are involved in the insured loss, only the highest deductible amount will be applied to the insured loss that is not subject to stock spoilage coverage.

This condition does not apply to:

- a. any waiting period deductible. If a deductible for physical damage and a business income or rental income waiting period deductible apply to one occurrence, then these deductibles will be applied separately.
- b. Earthquake Shock Endorsement 911301
- c. Earthquake Shock Endorsement Builders Risk Insurance 913351
- d. Flood Endorsement 911302
- e. Flood Endorsement Builders Risk Insurance 913353
- f. Sewer Back-Up Endorsement 911306

6. NO BENEFIT TO THIRD PARTY BAILEE

This insurance will not directly or indirectly benefit any third party bailee.

7. NOTICE TO POLICE

The Insured will give immediate notice to the police when loss is due or suspected to be due to any criminal act.

8. OTHER INSURANCE

- a. When other collectible insurance is available to the Insured for loss or damage covered by coverage forms that are subject to this conditions form, the Insurer will be liable for no greater proportion of any loss or damage than the limits of insurance as shown on the most recently filed "statement of values" or the values reported to and accepted by the Insurer, at the location the loss occurred at, or the applicable limit of the coverage, bears to the total amount of all insurance policies covering such property.
- b. Notwithstanding 8., a., above, unless otherwise provided in the coverage forms subject to this conditions form, for property of others within the insured's care, custody and control for which the Insured is legally liable, or to insurance that is more specific to the insured property, this insurance will apply as excess over any other valid and collectable insurance.

9. SUBROGATION

- a. Unless otherwise provided, the Insurer is subrogated to the rights of the Insured against the persons responsible for an insured loss, up to the amount of indemnity paid or liability assumed under coverage forms that are subject to this conditions form.
- b. All rights of subrogation are waived against:
 - i. any corporation, firm, individual or other interest with respect to which insurance is provided by coverage forms that are subject to this conditions form; or
 - ii. any person who is a member of the Insured's household.
- c. Any release from liability entered into by the Insured prior to loss will not affect the right of the Insured to recover.
- d. Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount will be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.
- e. When the interest of an Insured in any recovery is limited to the amount provided under a deductible or co-insurance clause, the Insurer has control of the action.
- f. When the interest of an Insured in any recovery exceeds that referred to in I. 9. e. and the Insured and the Insurer cannot agree as to:
 - i. the solicitors to be instructed to bring the action in the name of the Insured;
 - ii. the conduct and carriage of the action or any related matters;
 - iii. any offer of settlement or the apportionment of an offer of settlement, whether an action has been commenced or not;
 - iv. the acceptance or the apportionment of any money paid into Court;
 - v. the apportionment of costs; or
 - vi. the launching or prosecution of an appeal;either party may apply to the Court for the determination of the matters in question, and the Court may make any order it considers reasonable having regard to the interests of the Insured and the Insurer in any recovery in the action or proposed action or in any offer of settlement.
- g. On an application under I. 9. f. the only parties entitled to notice and to be heard on the application are the Insured and the Insurer, and no material or evidence used or taken on the application is admissible on the trial of an action brought by or against the Insured or the Insurer.
- h. A settlement or release given before or after an action is brought does not bar the rights of the Insured or the Insurer unless they have concurred in the settlement or release.

10. THIRD PARTY PROPERTY

In the event of any direct physical loss or direct physical damage to insured property that belongs to others:

- a. The Insurer has the right to:
 - i. investigate, negotiate or settle any claim;
 - ii. settle the claim with the owners of the property.
- b. The Insured:
 - i. will assist the Insurer in securing information and evidence, including attendance of witnesses;
 - ii. will not:

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- (a) admit liability for a loss;
- (b) interfere with the Insurer's settlement negotiations; or
- (c) settle a claim or incur expenses without the Insurer's written consent, except at the Insured's own costs.

II. APPLICABLE TO ALL PROVINCES AND TERRITORIES

COMMON EXCLUSIONS

The following exclusions apply to all Property, Business Income, Inland Marine, Crime and Equipment Breakdown coverage forms and any endorsements attached to those coverage forms, and if there is any conflict or inconsistency between the below common exclusions and what is contained elsewhere in the policy the common exclusion will apply to the extent possible.

The Property, Business Income, Inland Marine, Crime and Equipment Breakdown forms and endorsements attached to these forms do not insure:

1. CONTAGIOUS DISEASE

- a. Loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a "contagious disease" or the fear or threat (whether actual or perceived) of a "contagious disease", regardless of any other cause or event contributing concurrently or in any other sequence thereto. The above exclusion includes, without limitation to the scope of the foregoing:
 - i. any cost to clean up, detoxify, remove, monitor or test:
 - (a) for a "contagious disease", or
 - (b) any property insured that is affected by such "contagious disease", and
 - ii. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any "contagious disease".
- b. This exclusion will not apply to direct physical loss or direct physical damage to property and any resulting consequential loss, to the extent that an insured establishes that such direct physical loss or direct physical damage was directly caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, windstorm, or hail, as described in "named perils".

2. CYBER INCIDENT (PERILS WRITEBACK)

- a. loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of a "cyber incident". 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
- b. However, this Policy will provide cover for physical loss or physical damage to the property insured, which is caused by an insured peril, including business interruption or business income resulting therefrom (if insured by this Policy), directly or indirectly caused by, contributed to by, resulting from or arising out of a "cyber incident". Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of "electronic data", directly occasioned by a "cyber incident", will not be recoverable hereunder nor be considered as physical loss or physical damage for the purposes of this exclusion clause.
- c. Notwithstanding the foregoing, in the event that hardware or an "electronic data" storage device of a "computer system" sustains physical damage caused by an insured peril directly or indirectly caused by, contributed to by, resulting from or arising out of a "cyber incident", which results in damage to or loss of "electronic data" stored on that hardware or a "electronic data" storage device, then the damage to or loss of such "electronic data" will be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost "electronic data" under this Policy will only be the costs of reproducing "electronic data", but only if such costs are specifically indemnified under this Policy. Such costs will include all reasonable and necessary expenses incurred in recreating, gathering or assembling such "electronic data", but does not include the value of the "electronic data" to the original insured or any other party even if such "electronic data" cannot be recreated, gathered or assembled.

3. DATA

Loss of or damage to "Data" except where specifically provided by IV. SUPPLEMENTARY COVERAGES of the coverage form.

4. DATA PROBLEM

Loss or damage caused directly or indirectly by a "data problem". This exclusion does not apply to resultant physical loss or physical damage caused directly by :

- a. fire, lightning, explosion, smoke, leakage from "fire protective equipment", impact by aircraft, spacecraft or land vehicle, windstorm, hail, as described in "named perils"; or
 - b. the escape of water from any tank, apparatus or pipe;
- but only to the extent that such loss would otherwise be insured. 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 ensuing direct physical loss or direct physical damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas.

5. MARINE AND WATERBORNE PROPERTY

Loss of or damage to property insured under the terms of any Marine Insurance, and property while waterborne except while on a regular ferry or railway car transfer in connection with land transportation.

6. NUCLEAR INCIDENT AND RADIOACTIVE CONTAMINATION

- a. Loss or damage caused directly or indirectly by any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing physical loss or physical damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;

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b. by contamination by radioactive material.

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.

7. POLLUTION

- a. Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up". This exclusion does not apply:
- to coverage for "clean up" where specific coverage is provided by IV. SUPPLEMENTARY COVERAGES of the coverage form;
 - if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is directly caused by direct physical loss or direct physical damage by a peril not otherwise excluded in this form; or
 - to direct physical loss or direct physical damage caused directly by a resultant peril not otherwise excluded in this form.
- b. The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

8. 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.

9. WAR, INVASION, ACT OF FOREIGN ENEMY

Loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. 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.

III. DEFINITIONS

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

- "clean up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants" including testing which is integral to the aforementioned processes.
- "computer system" means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or "electronic data" storage device, networking equipment or back up facility.
- "contagious disease" means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:
 - the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
 - 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
 - the disease, illness, 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 of any type.
- "cyber incident" will include:
 - unauthorized or malicious acts regardless of time and place, or the threat or hoax thereof;
 - "Malware or Similar Mechanism";
 - programming or operator error whether by the insured or any other person or persons;
 - any unintentional or unplanned - wholly or partially - outage of the insured's "computer system" not directly caused by physical loss or physical damage;affecting access to, processing of, use of or operation of any "computer system" or any "electronic data" by any person or group(s) of persons.
- "data" means representations of information or concepts, in any form.
- "data problem" means:
 - erasure, destruction, corruption, misappropriation, misinterpretation of "data";
 - error in creating, amending, entering, deleting or using "data"; or
 - inability to receive, transmit or use "data".But "data problem" does not mean "cyber incident".
- "electronic data" means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of "electronic data" or the direction and manipulation of such equipment.
- "fire protective equipment" includes tanks, water mains, hydrants, valves and any other equipment whether used solely for fire

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- protection or jointly for fire protection and for other purposes, but does not include:
- a. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - b. any water mains or appurtenances located outside of the "premises" and forming a part of the public water distribution system; or
 - c. any pond or reservoir in which the water is impounded by a dam.
9. "Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, "electronic data" files or operations (whether involving self-replication or not), including but not limited to virus, Trojan horses, worms, logic bombs or denial of service attack.
10. "named perils" means:
- a. fire or lightning;
 - b. explosion: the following are not explosions within the intent or meaning of this form:
 - i. electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - ii. bursting or rupture caused by hydrostatic pressure or freezing; or
 - iii. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
 - c. impact by aircraft, spacecraft or land vehicle: the terms aircraft and spacecraft include articles dropped from them. The Insurer will not be liable for loss or damage:
 - i. that is cumulative;
 - ii. caused by land vehicles belonging to or under the control of the Insured or any of the Insured's employees;
 - iii. to aircraft, spacecraft or land vehicles causing the loss; or
 - iv. caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.
 - d. riot, vandalism or malicious acts: the term riot includes open assemblies of strikers and of locked-out employees inside or outside the "premises". The Insurer will not be liable for loss or damage:
 - i. due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
 - ii. due to flood or release of water impounded by a dam, or due to any explosion other than an explosion as insured by this form; or
 - iii. due to theft or attempted theft.
 - e. smoke due to a sudden, unusual and faulty operation of any stationary furnace. The Insurer will not be liable for any cumulative damage.
 - f. leakage from "fire protective equipment": leakage or discharge from, collapse of, or rupture due to freezing of "fire protective equipment" for the "premises" or adjoining structures.
 - g. windstorm or hail. The Insurer will not be liable for loss or damage:
 - i. to the interior of the building or business contents inside the building unless damage occurs concurrently with and results from an aperture caused by windstorm or hail; or
 - ii. directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence or landslide.
11. "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.
12. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any supplementary pages or schedules.
13. "pollutants" 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.
14. "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 "Premises" does not mean "newly acquired location(s)".
15. "statement of values" means a listing of all insured property to which this Form is applicable in a form acceptable to the Insurer, that:
- a. Shows the value for each item of insured property that is listed; and
 - b. includes an attestation, signed and dated by the Insured, that the values shown are the current values of the insured property.
16. "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.

IV. APPLICABLE TO ALL PROVINCES AND TERRITORIES

MORTGAGE CLAUSE

The following is only applicable where the interest of the Mortgagee is on Building(s), and does not apply to any other type of property insured under this policy. This condition only applies to those mortgagees who are specifically listed on the "Policy Declarations" as loss payees.

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It is hereby provided and agreed that:

1. BREACH OF CONDITIONS BY MORTGAGOR, OWNER OR OCCUPANT

This insurance and every documented renewal thereof - as to the interest of the mortgagee only therein - is and will be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

- a. PROVIDED ALWAYS that, in the Province of Quebec, the Mortgagee will promptly notify the Insurer (if known) of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it; and that every increase of risk (not permitted by the policy) will be paid for by the Mortgagee - on reasonable demand - from the date such risk existed, according to the established scale of rates for the acceptance of such increased risk, during the continuance of this insurance.
- b. PROVIDED ALWAYS that, in all provinces and territories other than the Province of Quebec, the Mortgagee will promptly notify the Insurer (if known) of any vacancy or non-occupancy extending beyond 30 consecutive days, or of any transfer of interest or increased hazard that has come to their knowledge; and that every increase of hazard (not permitted by the policy) will be paid for by the Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

2. RIGHT OF SUBROGATION

Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or Owner - no liability therefore existed, it will be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation will be limited to the amount of such loss payment and will be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and will thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3. OTHER INSURANCE

If there is any other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity - then any amount payable under that other insurance will be taken into account in determining the amount payable to the Mortgagee.

4. WHO MAY GIVE PROOF OF LOSS

In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or to deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

5. TERMINATION

The term of this mortgage clause coincides with the term of the policy;

- a. PROVIDED ALWAYS that, in the Province of Quebec, the Insurer reserves the right to cancel the policy as provided by Article 2477 of the Civil Code of Quebec, but agrees that the Insurer will neither cancel nor amend the policy to the prejudice of the Mortgagee without 15 days' notice to the Mortgagee by registered letter.
- b. PROVIDED ALWAYS that, in all provinces and territories other than the Province of Quebec, the Insurer reserves the right to cancel the policy in accordance with the provisions of the Termination condition set out in the Statutory Conditions attached to this policy, but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Termination condition.

6. TRANSFER OF TITLE (For the Province of Quebec); FORECLOSURE (For all other provinces and territories)

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance will continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these will supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

Further, with respect to Equipment Breakdown insurance, if insured under this policy, the Insurer reserves the right to suspend insurance, which will include any insurance applying to the interest of the Mortgagee, on any Object in accordance with the suspension condition of the Equipment Breakdown insurance, and the Insurer agrees to furnish the Mortgagee, a copy of the suspension notice.

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I. INDEMNITY AGREEMENT

In the event of direct physical loss of or direct physical damage to insured property sustained during the policy period by an insured peril, the Insurer agrees to indemnify the Insured subject to the terms and conditions of this form to an amount not exceeding the least of:

1. the value of the physically lost or physically damaged property as determined in V. SPECIAL CONDITIONS;
2. the interest of the Insured in the property;
3. the limit of insurance shown on the "Policy Declarations" for the physically lost or physically damaged property.

The inclusion of more than one person or interest will not increase the Insurer's liability.

II. INSURED PROPERTY

The following is insured property under this form, provided a limit of insurance is shown in the "Policy Declarations":

1. Property at the "premises" described as:
 - "Building"
 - "Equipment"
 - "Stock"
 - "Business Contents"
 - "All Property"
2. Property as described in IV. SUPPLEMENTARY COVERAGES.

III. INSURED PERILS AND EXCLUSIONS

A. INSURED PERILS

This form insures, except as otherwise provided, against all risks of direct physical loss of or direct physical damage to the insured property.

B. EXCLUSIONS

1. EXCLUDED PROPERTY

This form does not insure loss of or damage to:

a. Animals

All animals. This exclusion does not apply to physical loss or physical damage caused directly by "named perils" or by theft or attempted theft.

b. Automobiles, watercraft and aircraft

"Automobiles", watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, including motors or other accessories attached to or mounted on such property. This exclusion does not apply to:

- i. watercraft, trailers, amphibious or air cushion vehicles held for sale;
- ii. unlicensed "automobiles" or unlicensed trailers used in the business of the Insured when on the "premises".

c. Electrical devices

Electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply to physical loss or physical damage caused directly by resultant fire or explosion as described in this form.

d. Growing plants outside the building

Growing plants, trees, shrubs or flowers, all while outside the "building" except as provided in IV. SUPPLEMENTARY COVERAGES.

e. Money and negotiable items

"Money", "cash cards", "securities", stamps, tickets (except lottery tickets) and tokens, "digital currency", electronic fund transfers, or evidence of debt or title.

f. Pressure vessels, electrical equipment, turbines

- i. (a) Any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure, including moving or rotating machinery or parts connected to them;
- (b) 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:
 - (1) boiler;
 - (2) condensate return tank;
 - (3) fired pressure vessel;
 - (4) fibreglass reinforced plastic vessel, or metal unfired vessels,
 - (5) refrigeration or air conditioning vessels and piping; or

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- (6) metal piping and its accessories including:
 - (i) feed water piping between any boiler and its feed pumps or injectors;
 - (ii) boiler condensation return piping;
 - (iii) chilled water piping connected to and forming part of a refrigeration or air conditioning system;
 - (iv) arrangement of piping used in conjunction with hot water heating system, together with valves, radiators and fittings connected to such system, provided such systems are not encased or requiring excavation;
 - (v) 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;
 - (vi) mechanical or electrical equipment mounted on or forming part thereof used solely for the purposes of monitoring or controlling such object.
- (c) Mechanical, electrical machine or apparatus which generates, transmits or utilizes mechanical or electrical power including electronic equipment meaning:
 - (1) any data processing, calculating or computing equipment, or any electronic machine, device or instrument;
 - (2) 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
 - (3) any equipment used for the generation, control, transmission, reception, reproduction, playback or any other use of television, radio, or telecommunications signals.
- ii. This exclusion only applies to loss or damage caused directly or indirectly by:
 - (a) explosion;
 - (b) electrical arcing;
 - (c) rupture, bursting or cracking;
 - (d) centrifugal force;
 - (e) mechanical breakdown;
 - (f) burning out or bulging.
- iii. This exclusion does not apply to:
 - (a) tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water;
 - (b) manually portable gas cylinders;
 - (c) explosion of natural, coal or manufactured gas;
 - (d) explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere; or
 - (e) other property insured by this form that has been damaged by the explosion of vessels, apparatus or pipes while undergoing pressure testing.

g. Property being worked upon or repaired

"Business contents":

- i. while actually being worked upon and directly resulting from such work; or
- ii. caused by any repairing, adjusting, or servicing of "business contents".

This exclusion does not apply to physical loss or physical damage caused directly by resultant fire or explosion as described in this form.

h. Property illegally kept or transported

Property that is:

- i. illegally acquired, kept, stored or transported, irrespective if known or unknown to the insured; or
- ii. seized or confiscated for breach of any law or by order of any public authority, except as provided in IV. SUPPLEMENTARY COVERAGES.

i. Property rented, leased or sold

Property from the time of leaving the Insured's custody if it is:

- i. loaned or rented or leased to others; or
- ii. sold by the Insured under conditional sale or instalment payment or other deferred payment plan.

This exclusion does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at the risk of the Insured.

j. Roadways, walkways and parking lots

Roadways, walkways, exterior parking lots or other similar exterior paved or unpaved surfaces except as provided in IV. SUPPLEMENTARY COVERAGES.

k. Sewers and drains

Sewers, drains or watermains located beyond the "premises" or at a "newly acquired location".

l. Vacant properties

Property at locations which to the knowledge of the Insured, are vacant, unoccupied or shut down for more than 30 consecutive days. This exclusion does not apply to locations:

- i. that are shown on the "Policy Declarations" as a seasonal business, and
- ii. the seasonal vacancy, unoccupancy or shut down does not exceed 9 consecutive months.

m. Valuable property

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Furs, fur garments, "fine arts", jewels, jewellery, pearls, or precious and semi precious stones, bullion, numismatic property, platinum and other precious metals and alloys, except as provided in IV. SUPPLEMENTARY COVERAGES. This exclusion does not apply to physical loss or physical damage caused directly by "named perils".

2. EXCLUDED PERILS

This form does not insure against loss or damage caused directly or indirectly:

a. Centrifugal force and mechanical breakdown

By centrifugal force, mechanical or electrical breakdown or derangement, in or on the "premises" or at a "newly acquired location". This exclusion does not apply to physical loss or physical damage caused directly by resultant fire.

b. Change in atmosphere or temperature

- i. (a) By dampness or dryness of atmosphere;
- (b) by changes in or extremes of temperature, heating or freezing; or
- (c) by total or partial interruption to the supply of electricity, water, gas or steam; whether the result of natural forces or artificial forces, except as provided in IV. SUPPLEMENTARY COVERAGES.
- ii. This exclusion does not apply to:
 - (a) physical loss or physical damage caused directly by rupture of pipes or breakage of apparatus not excluded in III. B. 1. h. Pressure vessels, electrical equipment, turbines;
 - (b) damage to pipes caused directly by freezing, unless such pipes are excluded in III. B. 1. f. Pressure vessels, electrical equipment, turbines;
 - (c) physical loss of or physical damage to "building" or "equipment" caused directly by "named perils", theft or attempted theft; or
 - (d) physical loss or physical damage caused directly by an accident to a transporting conveyance.

c. Change in texture or finish

- i. By shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish; or
- ii. by marring, scratching or crushing; except as provided in IV. SUPPLEMENTARY COVERAGES.
This exclusion does not apply to physical loss or physical damage caused directly by:
 - (a) "named perils";
 - (b) rupture of pipes or breakage of apparatus not excluded in III. B. 1. f. Pressure vessels, electrical equipment, turbines;
 - (c) theft or attempted theft; or
 - (d) an accident to a transporting conveyance.

d. Contamination

By contamination except as provided in IV. SUPPLEMENTARY COVERAGES.
This exclusion does not apply to physical loss or physical damage caused directly by:

- i. "named perils";
- ii. rupture of pipes or breakage of apparatus not excluded in III. B. 1. h. Pressure vessels, electrical equipment, turbines;
- iii. theft or attempted theft; or
- iv. an accident to a transporting conveyance.

e. Delay, loss of market or use

By delay, loss of market, or loss of use or occupancy or any other direct or indirect consequential loss.

f. Dishonest, intentional and criminal acts

- i. By any dishonest, intentional or criminal act committed by the Insured or any agent of the Insured, acting alone or in collusion with others;
- ii. by theft or attempted theft committed by any employee of the Insured, acting alone or in collusion with others; or
- iii. by any dishonest, intentional, or criminal act committed by anyone, except as stated in III. B. 2. f. ii., when the Insured or any agent of the Insured knew or ought to have known prior to the direct physical loss or direct physical damage, of the dishonest, intentional, or criminal act. This exclusion does not apply if, upon becoming aware of the dishonest, intentional, or criminal act, the Insured or any agent of the Insured immediately notifies the police and the Insurer.

g. Earthquake

By earthquake or tsunami. 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 physical loss or physical damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in this form. This exclusion does not apply to property in transit.

h. Explosion of pressure vessels, turbines or electrical equipment

- i. By explosion (except explosion of gas or unconsumed fuel), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured:
 - (a) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
 - (b) piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
 - (c) other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation

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provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure but this exclusion does not apply to direct physical loss or direct physical damage resulting directly from the explosion of manually portable gas cylinders, or of tanks or vessels having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water;

- (d) moving or rotating machinery or their parts;
- (e) any vessels or apparatus and their connected pipes while undergoing pressure tests but this exclusion does not apply to other insured property damaged by such explosion; or
- (f) gas turbines.

ii. This exclusion does not apply to physical loss or physical damage caused directly by resultant fire.

i. Flood and other water events

By 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. 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 physical loss or physical damage caused directly by resultant fire, explosion, smoke, leakage from "fire protective equipment", all as described in this form. This exclusion does not apply to property in transit or physical loss or physical damage caused directly by leakage from a watermain.

j. Rodents, insects and vermin

By rodents, insects, bats, raccoons, skunks or vermin, except as provided in IV. SUPPLEMENTARY COVERAGES. This exclusion does not apply to physical loss or physical damage caused directly by a peril not otherwise excluded.

k. Seepage and leakage of water

- i. By seepage, leakage or influx of water through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently and directly caused by a peril not otherwise excluded in this form;
- ii. by the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located, unless concurrently and directly caused by a peril not otherwise excluded in this form; or
- iii. by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this form.

l. Settling, moving or shifting

By settling, expansion, contraction, moving, shifting or cracking, whether natural or manmade, unless concurrently and directly caused by a peril not otherwise excluded in this form.

m. Smoke

By smoke from agricultural smudging or industrial operations.

n. Snowslide, landslide or earth movement

By snowslide, landslide or other earth movement whether natural or manmade. This exclusion does not apply to:

- i. property in transit;
- ii. resultant physical loss or physical damage caused directly by fire, explosion, smoke or leakage from "fire protective equipment".

3. OTHER EXCLUDED LOSS OR DAMAGE

This form does not insure:

a. By-laws and zoning

Any 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.

b. Faulty materials, workmanship and design

- i. faulty or improper material;
- ii. faulty or improper workmanship; or
- iii. faulty or improper design.

This exclusion does not apply to physical loss or physical damage caused directly by a resultant peril not otherwise excluded in this form. This exception does not apply to any direct or indirect cost or expense to rectify i., ii., or iii. above in the undamaged portion of the insured property.

c. Fungi or spores

- i. Loss or damage consisting of, or caused directly or indirectly, by any "fungi" or "spores".
This exclusion does not apply to physical loss or physical damage:
 - (a) if the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form; or
 - (b) caused directly by a resultant peril not otherwise excluded in this form.
- ii. The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

d. Mysterious disappearance

Against mysterious disappearance, or shortage of "business contents" disclosed on taking inventory.

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e. Wear and tear, rust, corrosion and gradual deterioration

Against loss or damage consisting of or caused by:

- i. wear and tear;
- ii. rust or corrosion; or
- iii. gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion does not apply to physical loss or physical damage caused directly by a resultant peril not otherwise excluded in this form.

4. COMMON EXCLUSIONS

See COMMON EXCLUSIONS section of 910001 PROPERTY, BUSINESS INCOME, INLAND MARINE, CRIME AND EQUIPMENT BREAKDOWN COMMON CONDITIONS AND EXCLUSIONS FORM.

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 Co-insurance Clause applicable to this form does not apply to GROUP ONE coverages as set out below.

Any Supplementary Coverage shown on the "Policy Declarations" as Not Covered will not be insured by this Form.

1. AUTOMATIC FIRE SUPPRESSION SYSTEM RECHARGE EXPENSE

This form insures any automatic fire suppression system recharge expense incurred by the Insured due to the leakage of or discharge of the fire suppressant within any automatic fire suppression system at the "premises", where such discharge or leakage is directly caused by or results directly from a peril insured against under this form. Automatic fire suppression recharge expenses do not include costs incurred to replace, upgrade or remove any component parts of automatic fire suppression systems.

2. BRANDS AND LABELS

This form insures the expenses:

- a. if the Insurer exercises its option to take all or any part of the "stock" involved in an insured loss; 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 "stock";

to remove said trademarks, guarantees, names or other evidence of their interest. Where the removal of such marks is impossible or impractical, the "stock" may be stamped as salvage and/or transferred to bulk containers.

3. BUILDING DAMAGE BY THEFT

This form insures physical loss or physical damage (except by fire) to that part of the "building" occupied by the Insured directly resulting from theft or any attempted theft and from vandalism or malicious acts committed on the same occasion, provided that:

- a. the Insured is not the owner of such "building" and is legally liable for such damage; and
- b. the "building" is not otherwise insured by this form.

4. LANDSCAPING AND GROWING PLANTS, TREES, SHRUBS OR FLOWERS IN THE OPEN

This form insures physical loss of or physical damage to landscaping of the "premises", growing plants, trees, shrubs, lawns or flowers all while outside the "building" caused directly by "named perils" with the exception of windstorm or hail as described in this form or from theft or attempted theft. There will in no event be coverage for:

- a. growing crops; or
- b. roadways, walkways, exterior parking lots or other similar exterior paved or unpaved surfaces.

5. MASTER KEY COVERAGE

This form insures the cost of replacing or re-tooling locks, following direct physical loss or direct physical damage to master keys, electronic passes or access cards that control doors at the "premises".

6. NEWLY ACQUIRED BUSINESS CONTENTS

- a. This form insures direct physical loss of or direct physical damage to "business contents" that are acquired after the beginning of the current policy period that are located at the "premises".
- b. 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.
- c. Premium for this coverage will be payable from the date of the acquisition of such newly acquired "business contents".

7. PERSONAL EFFECTS OF OFFICERS, EMPLOYEES, CUSTOMERS AND GUESTS

This form insures direct physical loss of or direct physical damage to personal effects of officers, employees, customers, volunteers and guests of the Insured. The insurance on such property:

- a. will not attach if it is insured by the owner; and
- b. will apply only to direct physical loss or direct physical damage occurring at the "premises" or at any "newly acquired location" for which coverage is provided under this form.

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8. SEASONAL STOCK INCREASE

This form insures increases in "stock" values resulting from seasonal variations. The amount of this coverage will not exceed 50% of the Insured's average monthly "stock" values for:

- a. the 12 months immediately preceding the date of loss; or
- b. in the event the Insured has been in business for less than 12 months, the average values for the period of time that the Insured has been in business.

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 Co-insurance Clause applicable to this form does not apply to GROUP TWO coverages as set out below.

Any Supplementary Coverage shown on the "Policy Declarations" as Not Covered will not be insured by this Form.

1. ACCOUNTS RECEIVABLE

- a. This form insures:
 - i. all sums due the Insured from customers or credit card companies, provided the Insured is unable to effect their collection as a direct result of direct physical loss of or direct physical damage to records of accounts receivable while the records are located anywhere within the "territorial limits";
 - ii. interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such direct physical loss or direct physical damage;
 - iii. collection expenses, in excess of normal collection costs and made necessary because of such direct physical loss or direct physical damage; and
 - iv. other expenses when reasonably incurred by the Insured in re-establishing records of accounts receivable following such direct physical loss or direct physical damage.
- b. This coverage does not insure against loss:
 - i. due to bookkeeping, accounting or billing errors or omissions;
 - ii. the proof of which, as to factual existence, is dependent upon an audit of records, or an inventory computation; or
 - iii. due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of "money", "securities" or other property but only to the extent of such wrongful giving, taking, obtaining, or withholding.
- c. Accounts receivable coverage is not subject to the following exclusions of III. B. EXCLUSIONS:
 - Centrifugal force and mechanical breakdown;
 - Change in atmosphere or temperature;
 - Change in texture, finish;
 - Contamination;
 - Explosion of pressure vessels, turbines or electrical equipment;
 - Mysterious disappearance;
 - Seepage and leakage of water;
 - Settling, moving or shifting;
 - Smoke;
- d. In the event that the Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date the loss occurs, such amount will be based on the Insured's monthly statements and will be computed as follows:
 - i. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
 - ii. calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve months immediately preceding the month in which the loss occurs, or such months for which the Insured has provided monthly statements to the Insurer as compared with such coverage for the same months of the preceding year;
 - iii. the amount determined in IV. B. 1. d. i. increased or decreased by the percentage calculated under IV. B. 1. d. ii. will be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
 - iv. the amount determined in IV. B. 1. d. iii. will be increased or decreased in conformity with normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

In determining the amount of insured loss of accounts receivable there will be deducted from the total amount of accounts receivable the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured. On deferred payment accounts receivable, unearned interest and service charges will be deducted.
- e. Recoveries
 - After payment of loss all amounts recovered by the Insured on accounts receivable for which the Insured has been indemnified will belong and be paid to the Insurer by the Insured up to the total amount of loss paid by the Insurer, but all recoveries in excess of such amounts will belong to the Insured.

2. BUILDINGS AND BUSINESS CONTENTS AT NEWLY ACQUIRED LOCATIONS

- a. This form insures direct physical loss of or direct physical damage to insured property at any location that is a "newly acquired location(s)".
- 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 values for such property are reported to the Insurer; or

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- iii. the expiration date of this policy.
 - c. Premium for coverage on newly acquired property is payable from the date of the acquisition of such property.
- 3. BUILDING IMPROVEMENTS, BETTERMENTS AND COURSE OF CONSTRUCTION**
 If not insured elsewhere, this form insures direct physical loss of or direct physical damage to additions, improvements and extensions to the "building" during the course of their construction and during construction of new buildings at the "premises". This coverage will apply only to construction that begins after the inception date of this policy and will cease on the earliest of:
 - a. 90 days from the date such construction begins;
 - b. on the date values for such construction are reported to the Insurer; or
 - c. on the expiration date of this policy.
- 4. BUILDING UPGRADE - BUILD BACK BETTER**
 - a. This form insures the increase in direct costs incurred, due to an insured loss payable for "building", to repair or replace "building" components that are physically lost or physically damaged or to add new "building" components that improve the resistance of the "building" to future loss that may result from a peril insured against under this form.
 - b. The Insurer will pay the least of:
 - i. 10% of the sum of:
 - (a) the total amount payable for the direct physical loss of or direct physical damage to the "building", 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. Notwithstanding the V. 9. 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. This coverage does not apply to any increase in the cost of repair or replacement of "buildings" occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.
- 5. BUSINESS CONTENTS AWAY FROM PREMISES**
 This form insures direct physical loss of or direct physical damage to "business contents" while away from the "premises":
 - a. in the custody of a sales representative;
 - b. while on exhibition;
 - c. temporarily at any other location; or
 - d. while being transported to and from any of the above.
 This coverage applies only to property while it is within the "territorial limits" and not otherwise insured by this form. There is no coverage for "business contents" at a location owned or leased in whole or in part by the Insured.
- 6. BUSINESS CONTENTS IN TRANSIT**
 This form insures direct physical loss of or direct physical damage to "business contents" while in transit within the "territorial limits" and not otherwise insured by this form. There is no coverage for "business contents" at a location owned, leased or controlled in whole or in part by the Insured.
- 7. BUSINESS PROPERTY AT A RESIDENCE**
 This form insures direct physical loss of or direct physical damage to "business contents" while at any residence of any officer or employee of the Insured within the "territorial limits". This coverage, however, does not apply to property temporarily away from the "premises" or in transit.
- 8. BY-LAWS**
 - a. Without increasing the limit of insurance and in the event of physical loss of or physical damage to insured property directly caused by a peril insured under this form, 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 for like occupancy;
 resulting from the enforcement of the minimum requirements 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 such loss or damage.
 - b. By-laws coverage does not insure against:
 - i. the enforcement of any by-law, regulation, ordinance or law, whether known or unknown by the insured, which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
 - ii. the enforcement of any by-law, regulation, ordinance or law that could have been enforced in the absence of a loss; or
 - iii. direct or indirect loss, damage, cost or expense, arising out of "clean-up" resulting from any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants";
 - iv. direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating, or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants"; or
 - v. direct or indirect loss, damage, cost or expense relating to the removal of asbestos in the undamaged portion of the insured property.
 - c. In the event that the limit of insurance on the "building" 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.
- 9. CATCH ALL**

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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 a single occurrence.

- a. The Insurer will pay the difference between the loss payable and the amount required to fully indemnify the Insured after the application of the deductible.
- 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. 9. REINSTATEMENT in this form, following a loss under this coverage, the limit of insurance for this coverage will be reduced by the amount payable.

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

10. CLEAN UP EXPENSES FOR LAND AND WATER POLLUTION

- a. This form insures expenses incurred to "clean up" "pollutants" from land and water at the "premises" provided the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - i. is occasioned by physical loss or physical damage to insured property caused directly by an insured peril;
 - ii. is sudden, unexpected and unintended from the standpoint of the Insured; and
 - iii. first occurs during the policy period.
- 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. 9. REINSTATEMENT in this form, following a loss under this coverage, the aggregate limit of insurance for this coverage will be reduced by the amount payable.
- d. The Insurer will not be liable for:
 - i. expenses for "clean up" away from or beyond the "premises" resulting from any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", even if the "pollutants" emanated from the "premises";
 - ii. expenses for "clean up" of any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" that began before the effective date of this policy;
 - iii. fines, penalties, punitive or exemplary damages;
 - iv. expenses incurred for the "clean up" of "pollutants" at or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste.
- e. It is a condition precedent to recovery under this coverage that all expenses insured by this coverage must be incurred and reported within 180 days of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" for which "clean up" expenses are being claimed.
- f. The insurance afforded by this coverage will apply as excess over any other valid and collectible insurance available to the Insured or any other interested party.

11. CONFISCATED OR SEIZED PROPERTY

This form insures "business contents" that:

- a. were illegally acquired before being purchased by the Insured; and
- b. are confiscated or seized from the Insured by public authority.

This coverage does not apply if, at the time of purchase, the Insured knew or ought to have known that the property had been illegally acquired.

12. DEBRIS REMOVAL

- a.
 - i. This form insures expenses incurred in the removal from the "premises" of debris of the insured property occasioned by direct physical loss or direct physical damage to such property, for which coverage is provided under this form.
 - 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 direct physical damage to the property insured; and
 - (2) the amount of the applicable deductible.
 - iii. If in any one occurrence expenses for debris removal exceeds the limit set out in 12. a. ii. 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 Expense, is payable.
- b. This form also insures expenses incurred in the removal of debris or other property which is not insured by this form but which has been blown by windstorm upon the "premises" or at a "newly acquired location". The amount payable under this coverage will not increase the limits of insurance on property at the "premises" or for a "newly acquired location" shown on the "Policy Declarations".
- c. Debris removal coverage does not apply to costs or expenses:
 - i. to "clean up" "pollutants" from land or water;
 - ii. for testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants.
- d. Expenses for removal of debris will not be considered in the determination of actual cash value for the purpose of any co-insurance clause.

13. ENVIRONMENTAL UPGRADE - BUILD BACK BETTER

- a. This form insures the increase in direct costs incurred, due to an insured loss payable for "building" or "equipment", to repair or replace "building" and "equipment" components that are physically lost or physically damaged, with those that improve the energy efficiency or environmental emissions rating of the "building" or "equipment".
- b. The Insurer will pay the least of:

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- i. 10% of the sum of
 - (a) the total amount payable for the direct physical loss of or direct physical damage to the "building" and "equipment", 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. This coverage will not apply to 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.
- d. 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.
- e. Notwithstanding V. 9. REINSTATEMENT in this form, following a loss under this coverage, the limit of insurance for this coverage will be reduced by the amount payable.

14. ERRORS AND OMISSIONS

- a. This form insures direct physical loss of or direct physical damage to insured property 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 direct physical loss or direct physical 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 applicable under IV. B. 2. BUILDINGS AND BUSINESS CONTENTS AT NEWLY ACQUIRED LOCATIONS.

15. EXPEDITING EXPENSE

This form insures the reasonable additional costs incurred, including overtime and the extra cost of express or other rapid means of transportation, as a result of physical loss or physical damage directly caused by an insured peril:

- a. for temporary repairs, and
 - b. for expediting the permanent repair or replacement of insured property that is physically lost or physically damaged.
- This coverage does not include any costs related to any "equipment" installed on a temporary basis.

16. EXTRA EXPENSE

- a. This form insures the "extra expense" incurred as a result of physical loss of or physical damage to insured property at the "premises" caused directly by a peril insured against under this form, for the period of time required with the exercise of due diligence and dispatch, to restore normal business operations.
- 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. due to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature;
 - 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 "building" or "equipment" remaining after resumption of normal operations will be deducted from the payment of any loss under this coverage.

17. EXTERIOR PAVING

This form insures direct physical loss of or direct physical damage to roadways, walkways, exterior parking lots or other similar exterior paved or unpaved surfaces at the "premises".

18. FINE ARTS

- a. This form insures direct physical loss of or direct physical damage to "fine arts" within the "territorial limits":
 - i. that are the property of the Insured; or
 - ii. for which the Insured is legally liable.
- b. This form also insures newly acquired "fine arts" that are:
 - i. acquired by the Insured after the beginning of the current policy period, and
 - ii. within the "territorial limits".
 - (a) This coverage will cease on the earliest of:
 - (1) 90 days from the date of acquisition of "fine arts";
 - (2) the date values for such "fine arts" are reported to the Insurer; or
 - (3) the expiration date of this policy.
 - (b) Premium for coverage IV. B. 18. b. i. newly acquired "fine arts", is payable from the date of such acquisition.
 - (c) The Insurer will not be liable under IV. B. 18. b. i. for more than the actual cash value of such newly acquired "fine arts" and in no event for more than 25% of the total limit of insurance for "fine arts" under this form.
- c. "Fine arts" coverage is not subject to the following exclusions of III. B. EXCLUSIONS:
 - Property rented, leased or sold.
 - Centrifugal force and mechanical breakdown;

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Change in atmosphere or temperature;
Change in texture, finish;
Contamination;
Explosion of pressure vessels, turbines or electrical equipment;
Mysterious disappearance;
Seepage and leakage of water;
Settling, moving or shifting;
Smoke;

19. FIRE FIGHTING EXPENSES

This form insures any expenses the Insured is charged by a municipality for fire department services, as a result of a fire or any other insured peril. Expenses under this coverage will not be paid unless the Municipality allows for fire fighting service expenses to be levied against the owner of the property under the municipal by laws.

20. DAMAGE BY ANIMALS OR INSECTS

This form insures physical loss of or physical damage to insured property at the "premises" caused directly by rodents, insects, bats, racoons, skunks or vermin.

21. INSPECTION AND APPROVAL COSTS

This form insures the direct cost of inspections and regulatory approvals that are required as a result of physical loss or physical damage caused directly by an insured peril, to repair, rebuild or reconstruct insured property in accordance with the Basis of Settlement clause contained in this form.

This form does not insure:

- a. fines or penalties;
- b. costs or expenses for any testing, monitoring, evaluating or assessing:
 - i. "fungi" or "spores"; or
 - ii. any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants";
- c. 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;
- d. 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.

22. INSTALLATION FLOATER

a. This form insures the property of the Insured or the property of others for which the Insured is legally liable, including labour required for installation, which the Insured has been contracted to install or which will be used in completing an installation contract at a location within "territorial limits".

Insured property includes:

- i. supplies, machinery, equipment and materials that will form part of the completed installation;
- ii. temporary buildings, scaffolding, falsework, forms, hoardings, excavation, site preparation and similar work, to the extent that their replacement or restoration is necessary to complete the project.
- b. Coverage is provided:
 - i. while such property is in transit within the "territorial limits" to the installation site;
 - ii. during temporary storage at locations within the "territorial limits" away from the "premises" while awaiting installation; or
 - iii. while such property is at the installation site, awaiting installation or while being installed.
- c. This coverage does not insure:
 - i. loss or damage to buildings except temporary buildings described in a., but building materials and supplies are covered until such time as they become a permanent part of any installation project completed by the Insured;
 - ii. loss or damage to plans, blueprints, designs, specifications or any similar property;
 - iii. loss or damage to "contractors' equipment", other than property specified in IV. B. 22. a. ii.;
 - iv. loss or damage to any installation or part of installation from the commencement of use for purposes for which it was intended;
 - v. loss or damage to property while in airborne transit, unless by scheduled airlines;
 - vi. loss or damage covered under any guarantee or warranty (expressed or implied) by any contractor, manufacturer or supplier, whether or not such contractor, manufacturer or supplier is an Insured under this coverage; or
 - vii. the application of a deductible from a Builders Risk, Course of Construction, or similar policy.
- d. Installation floater coverage is not subject to the following exclusions of III. B. EXCLUSIONS:
Property rented, leased or sold;
Change in texture, finish;
Contamination;
Seepage and leakage of water;
Settling, moving or shifting;
Smoke.
- e. Coverage ceases at the earliest of:
 - i. the termination of the Insured's interest;
 - ii. the installation being accepted as satisfactory; or
 - iii. the expiry date of this policy.

23. PROFESSIONAL FEES

This form insures the reasonable fees payable to the Insured's auditors, accountants, lawyers, architects, engineers, or other

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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.

24. REWARD

- a. The Insurer will pay for information leading to the arrest and conviction of any person or persons responsible for claims that are paid under this form that result from criminal acts.
- b. The Insurer will be the sole judge as to the person or persons to whom a reward is paid and as to the size of the reward. Under no circumstances will a reward be payable to:
 - i. the Insured;
 - ii. officers and partners of the Insured; or
 - iii. members of their household(s).

25. STOCK CONTAMINATION

This form insures direct physical loss of or direct physical damage to the Insured's food product "stock" resulting from "contamination" while the "stock" is on the "premises".

For the purpose of this coverage only, "contamination" means the introduction of a foreign material or substance into the food product in such a way as to render the food product unfit for its intended consumption as determined by any government authority.

26. STOCK SPOILAGE

- a. This form insures direct physical loss of or direct physical damage to "perishable goods", including its packaging on the "premises", due to spoilage caused by dampness or dryness of atmosphere or change of temperature or humidity that is the direct result of:
 - i. direct physical loss or direct physical damage to that part of "buildings" or "equipment" that is used for:
 - (a) refrigerating, cooling, humidifying, dehumidifying, or heating; or
 - (b) generating, converting or transmitting power, including supply lines and pipes and their connections on the "premises".
 - ii. interruption to the supply of "utility services" to the "premises". The interruption must be caused by physical loss of or physical damage to "utility property" that generates or supplies "utility services" to the "premises":
 - (a) caused directly by an insured peril, and
 - (b) the "utility property" that sustains loss or damage, must be located on the "premises" or within the number of kilometres as shown on the "Policy Declarations" from the "premises".
- b. This form does not insure loss or damage resulting from partial or total interruption to the supply of "utility services" arising from:
 - i. loss of or damage to any electrical transmission lines or distribution lines or their supporting structures, except for those located on the "premises";
 - ii. lack of sufficient capacity; or
 - iii. intentional reduction in supply.
- c. 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.

27. VALUABLE PAPERS AND RECORDS

- a. This form insures direct physical loss or direct physical damage to "valuable papers and records" owned by the Insured or held by the Insured in any capacity while located anywhere within the "territorial limits".
- b. This coverage does not insure against loss or damage:
 - i. directly resulting from errors or omissions in processing or copying unless fire or explosion ensues and then only for direct physical loss or direct physical damage caused by such ensuing fire or explosion;
 - ii. to property which cannot be replaced with other of like kind and quality;
 - iii. to property held as samples or for sale or delivery after sale; or
 - iv. to "data" or "media" caused directly or indirectly by:
 - (a) actual work upon such property unless fire or explosion ensues and then only for direct physical loss or direct physical damage caused by such ensuing fire or explosion;
 - (b) riot, vandalism or malicious acts; or
 - (c) any change or interruption to electric power, electromagnetic waves, whether manmade or natural, or a geomagnetic storm.
- c. "Valuable papers and records" coverage is not subject to the following exclusions of III. B. EXCLUSIONS:
Property rented, leased or sold;
Centrifugal force and mechanical breakdown;
Change in atmosphere or temperature;
Change in texture, finish;
Contamination;
Explosion of pressure vessels, turbines or electrical equipment;
Mysterious disappearance;
Seepage and leakage of water;
Settling, moving or shifting;
Smoke.

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28. VALUABLE PROPERTY

This form insures furs, fur garments, jewels, jewellery, pearls or precious and semi precious stones, bullion, numismatic property, platinum and other precious metals and alloys, including those of customers and guests. The insurance on such property belonging to customers and guests:

- a. will not apply if the property is insured by the owner unless the Insured is obligated to insure it or is liable for its direct physical loss or direct physical damage; and
- b. will apply only to direct physical loss or direct physical damage occurring at the "premises".

V. SPECIAL CONDITIONS

1. BASIS OF VALUATION

- a. As referred to in this form:
 - i. Actual Cash Value:

Various factors will be considered in the determination of actual cash value. The factors to be considered will include, but not be limited to, replacement cost less any depreciation and market value. In determining depreciation, consideration will be given to the condition of the property immediately before the direct physical loss or direct physical damage, the resale value, the normal life expectancy of the property and obsolescence.
 - ii. Replacement Cost means the cost of replacing, repairing, constructing or reconstructing (whichever is the least) the property on the same site with new property of like kind and quality and for like occupancy without deduction for depreciation.
 - iii. Replacement includes repair, construction or reconstruction with new property of like kind and quality.
- b. 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 direct physical loss or direct physical 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 direct physical loss or direct physical 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 direct physical loss or direct physical damage;
 - v. on tenant's improvements:
 - (a) when physically lost or physically damaged by an insured peril:
 - (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 peril 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 peril: if, as a result of the building owner exercising the cancellation clause in a lease due to an insured peril, 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 unscheduled "fine arts": the greater of:
 - (a) the amount paid at the time of purchase by the owner; or
 - (b) the most recent professionally appraised value at the time of direct physical loss or direct physical damage.
- viii. on scheduled "fine arts": the limit specified for each item scheduled on the "Policy Declarations" will apply as the agreed value of such item for the purpose of this insurance, if agreed value is indicated beside the item(s) listed.
- ix. 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".
- x. 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 direct physical loss or direct physical damage, but not exceeding what it would then cost to repair or replace with material of like kind and quality.

2. BASIS OF SETTLEMENT - FUNCTIONAL REPLACEMENT COST

- a. The limit the Insurer will pay for direct physical loss of or direct physical damage to insured property will be the amount actually expended by the Insured to repair or replace such property, subject to the following provisions:
 - i. the damaged property must be repaired or replaced with due diligence and dispatch;
 - ii. the amount the Insurer will pay for any repair or replacement will be limited to the lesser of:
 - (a) the cost at the time of the direct physical loss or direct physical damage to repair such property, or

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- (b) the replacement cost of such property at the time of the direct physical loss or direct physical damage.
- iii. in the event the replacement is by property of a better kind or quality or of larger capacity or size, the liability of the Insurer will not exceed the amount that would be paid if the replacement had been made by property of like, kind, capacity, size and quality;
- iv. in the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that physically lost or physically damaged and which is capable of performing the same function will be deemed to be new property of like kind and quality for the purposes of this condition.
- v. replacement may be at a different site but the liability of the Insurer will not exceed the amount that would be paid if the replacement had been made at the same site.
- b. Failing compliance by the Insured with any of the foregoing provisions, settlement will be made on the basis of actual cash value.
- c. Settlement on a replacement cost basis does not apply to:
 - i. "stock";
 - ii. "fine arts";
 - iii. "valuable papers and records";
 - iv. manuscripts and records meaning books of account, drawing, card index system and other records, "media", and program devices for electro mechanical data processing or for electronically controlled equipment;
 - v. insured property that is obsolete for its original purpose.

3. BREACH OF CONDITION

If the Insured does not comply with a condition of this form, any claim for subsequent direct physical loss or direct physical damage is not recoverable.

The Insurer will not deny a claim for this reason if the Insured proves that the non-compliance neither caused nor worsened the direct physical loss or direct physical damage. Coverage will not be affected if the Insured fails to comply with a condition over which the Insured has no control.

4. DEDUCTIBLE

In any one insured loss the Insurer is liable for the amount by which the direct physical loss or direct physical damage caused by an insured peril exceeds the amount of the deductible shown on the "Policy Declarations".

5. INFLATION GUARD

- a. This condition applies only to II. 1. INSURED PROPERTY.
- b. The limits of insurance shown on the "Policy Declarations" are deemed to increase during the policy period by the proportion of current inflationary trends.
- c. If any of the limits of insurance shown on the "Policy Declarations" are changed at the request of the Insured during the policy period, the effective date of this condition will coincide with the effective date of such change.
- d. At the renewal date, the limits of insurance will be increased in accordance with the inflationary trend since the last policy period and the premium will be adjusted accordingly.

6. PERMISSION

Permission is granted:

- a. for other insurance concurrent with this form;
- b. to make additions, alterations or repairs; and
- c. to do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to the Insured's business.

7. PREMIUM ADJUSTMENT

- a. Stock

The Insured has the option of requesting an adjustment of the premium paid for "stock" subject to the following requirements:

 - i. A specific limit of insurance is shown on the "Policy Declarations" for "stock".
 - ii. The Insured files with the Insurer within 6 months after the expiry date or anniversary date of the policy period a signed declaration showing the value of "stock" at each "premises" on the last day of each month for the policy period.
 - iii. Upon receipt of the Insured's signed declaration, the Insurer will calculate the actual premium for the policy period at the rate applying to each "premises" for the average amount of the total values declared. If the actual premium exceeds the provisional premium, the difference is due and payable immediately upon notice to the Insured
 - iv. In the event of any monthly declared values being in excess of the amount of insurance, the amount of the excess will not be included in the premium adjustment.
- b. Installations

IV. B. 22. Installation Floater is subject to premium adjustment if the estimated annual receipts for installation projects and the adjustment rate are shown on the "Policy Declarations".

 - i. The Insured must file with the Insurer, within 6 months after the expiry date or anniversary date of the policy period, a signed declaration showing the actual annual receipts including labour costs received for all installation projects during the policy period.
 - ii. Upon receipt of the Insured's signed declaration the Insurer will calculate the actual premium for the policy period at the adjustment rate. If the actual premium exceeds the provisional premium, the difference is due and payable immediately upon notice to the Insured.
 - iii. Any loss in excess of the limit of insurance shown on the "Policy Declarations" will be borne by the Insured, notwithstanding the requirement the premium is to be adjusted on the basis of total annual receipts.
- c. The following conditions apply to 7. a. and 7. b.:
 - i. The Insured will 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.

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- ii. Where the provisional premium exceeds the actual premium, the Insurer will refund the excess premium paid, subject to a minimum retention of 50% of the provisional premium.

8. PROPERTY PROTECTION SYSTEMS

- a. The Insured will immediately notify the Insurer of any interruption, flaw or defect in any property protection systems that comes to the knowledge of the Insured.
- b. For the purposes of this condition, property protection systems include:
 - i. sprinkler or other fire extinguishing systems;
 - ii. fire detection systems; or
 - iii. intrusion detection systems;that are located at the "premises".
- c. The Insured will immediately notify the Insurer of the cancellation or non-renewal of any contract which provides monitoring or maintenance services to property protection systems or of the notification of the suspension of police service in response to any property protection systems.

9. REINSTATEMENT

Loss under any item of this form will not reduce the applicable limit of insurance, unless specified elsewhere in the form or endorsements attached to this form.

10. REMOVAL

This form insures insured property that is necessarily removed from the "premises" or a "newly acquired location" to prevent direct physical loss of or direct physical damage to such property. The amount payable under this coverage will not increase the limits of insurance on property at the "premises" shown on the "Policy Declarations".

This coverage will cease on the earlier of:

- a. 90 days from the date of the original loss; or
- b. The expiry date of this policy.

VI. DEFINITIONS

Wherever used in this form or any other property form and its endorsements, except where otherwise specified:

- 1. "all property" means "building", "equipment" and "stock".
- 2. "automobile" means:
 - a. a land motor vehicle or trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy; or
 - b. any vehicle insured under such a contract.
- 3. "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.
 - 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.
- 4. "business contents" means "equipment" and "stock".
- 5. "cash cards" means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.
- 6. "clean up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants" including testing which is integral to the aforementioned processes.
- 7. "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.
- 8. "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. 8. a. and b.; and
 - e. construction trailers not used for the transportation of materials or equipment described in VI. 8. a., b., c. and d.
- 9. "data" means representations of information or concepts, in any form.
- 10. "digital currency" means:

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- a. any form of currency that is available only in digital or electronic form, and not physical form; or
 - b. any form of currency that is available only in digital or electronic form, and not physical form, that has no central issuing or regulating authority but instead uses a decentralized system to record transactions and manage the issuance of new units.
11. "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; and
 - e. "unit improvements and betterments".
12. "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 and other similar necessary emergency expenses.
13. "fine arts" includes paintings, etchings, pictures, tapestries and other bona fide works of art (including valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass) and bric-a-brac of rarity, historical value or artistic merit.
14. "fire protective equipment" includes tanks, water mains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
- a. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - b. any water mains or appurtenances located outside of the "premises" and forming a part of the public water distribution system; or
 - c. any pond or reservoir in which the water is impounded by a dam.
15. "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.
16. "media" means:
- a. materials on which "data" is recorded or stored; and
 - b. program and/or instruction vehicles used in the Insured's data processing operations.
17. "money" means:
- a. currency, coins, bank notes or registered cheques; and
 - b. traveller's cheques and money orders held for sale to the public.
- But "money" does not mean "digital currency" or electronic fund transfers.
18. "named perils" means:
- a. fire or lightning;
 - b. explosion: the following are not explosions within the intent or meaning of this form:
 - i. electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - ii. bursting or rupture caused by hydrostatic pressure or freezing; or
 - iii. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
 - c. impact by aircraft, spacecraft or land vehicle: the terms aircraft and spacecraft include articles dropped from them.

The Insurer will not be liable for loss or damage:

 - i. that is cumulative;
 - ii. caused by land vehicles belonging to or under the control of the Insured or any of the Insured's employees;
 - iii. to aircraft, spacecraft or land vehicles causing the loss; or
 - iv. caused by any aircraft or spacecraft when being taxied or moved inside or outside of a "building".
 - d. riot, vandalism or malicious acts: the term riot includes open assemblies of strikers and of locked-out employees inside or outside the "premises". The Insurer will not be liable for loss or damage:
 - i. due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
 - ii. due to flood or release of water impounded by a dam, or due to any explosion other than an explosion as insured by this form; or
 - iii. due to theft or attempted theft.
 - e. smoke due to a sudden, unusual and faulty operation of any stationary furnace. The Insurer will not be liable for any cumulative damage.
 - f. leakage from "fire protective equipment": leakage or discharge from, collapse of, or rupture due to freezing of "fire protective equipment" for the "premises" or adjoining structures.
 - g. windstorm or hail. The Insurer will not be liable for loss or damage:
 - i. to the interior of the "building" or "business contents" inside the "building" unless damage occurs concurrently with and

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- results from an aperture caused by windstorm or hail; or
- ii. directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence or landslip.
19. "newly acquired location(s)" means locations:
- acquired by the Insured after the beginning of the current policy period for the first 90 days after the acquisition;
 - owned, leased, occupied or controlled by the Insured; and
 - within Canada.
20. "perishable goods" means any insured property:
- maintained under controlled conditions for its preservation, and
 - susceptible to loss or damage if the controlled conditions are not maintained.
21. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any supplementary pages or schedules.
22. "pollutants" 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.
23. "premises" means:
- the entire area within the property lines at the location(s) described on the "Policy Declarations";
 - areas under adjoining sidewalks and driveways; and
 - in or on vehicles within 100 metres (328 feet) of such locations.
- but "Premises" does not mean "newly acquired locations".
24. "securities" means all negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".
25. "spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
26. "stock" means:
- merchandise of every description usual to the Insured's business, including supplies and raw materials that are used in the manufacture or processing of such merchandise;
 - packaging, wrapping and advertising materials for such merchandise; and
 - property belonging to others and which the Insured is obliged to insure or for which the Insured is legally liable.
27. "surface water" means water or natural precipitation temporarily diffused over the surface of the ground.
28. "territorial limits" means Canada and the continental United States of America.
29. "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.
30. "unit improvements and betterments" means:
- 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
 - 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".
31. "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".
32. "utility services" means communications, electricity, gas, refrigeration, steam, water or outgoing sewerage service delivered to the "premises" through the use of "utility property".
33. "valuable papers and records" means written, printed or otherwise inscribed documents and records, including "data" and "media", but does not mean "money", "digital currency", electronic fund transfers, "securities" or "fine arts".

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**This endorsement changes insurance provided by:
CRIME FORM - 915000**

1. The following is added to III. EXCLUSIONS APPLICABLE TO ALL COVERAGES:

Social Engineering Fraud

Loss or damage resulting directly or indirectly from "social engineering fraud".

2. Definition:
As used in this endorsement:

"social engineering fraud" means an intentional and criminal deception of an Insured or a financial institution with which the Insured has an account, perpetrated by any person(s) who are not an "employee" or authorized representative of the Insured, by the use of any communication, including but not limited to email, facsimile or telephone communications to induce the Insured to send, deliver, pay or transfer "money", "securities" or other property or divert a payment.

All other terms, conditions, exclusions and limitations of the policy are unchanged.

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Various provisions in this form restrict coverage. Please read the entire form carefully.

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE WITH "CLAIM EXPENSES" INCLUDED WITHIN THE LIMIT OF LIABILITY WHERE LEGALLY PERMISSIBLE.

I. INSURING AGREEMENT

1. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "bodily injury" arising out of "abuse" to which this insurance applies. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages" and to pay "claim expenses". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" or to pay "claim expenses" for "bodily injury" arising out of "abuse" to which this insurance does not apply. The Insurer may, at its discretion, investigate any report or allegation of "abuse" or "interrelated acts" and settle any claim or "action" that may result. But:
2. The amount the Insurer will pay as "compensatory damages" and "claim expenses" is limited as described in section IV. LIMITS OF INSURANCE of this insurance.
3. The Insurer's right and duty to defend ends when the limit of insurance has been exhausted in the payment of "claim expenses", judgments and settlements; or
4. The Insured;
 - a. admits to perpetrating or taking part in an act of "abuse" or "interrelated acts" which caused the "bodily injury"; or
 - b. is found guilty of, or pleads guilty or no contest to, in a legal proceeding an act of "abuse" which caused the "bodily injury".

However, with respect to this paragraph 4, the Insurer's right and duty to defend ends only for the Insured that admits to perpetrating or taking part in an act of "abuse" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an act of "abuse" which caused the "bodily injury".

For the purposes of this paragraph 4, a legal proceeding includes but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

5. Except as specifically stated in the Section VII. CONDITIONS, the Insurer has no other obligation to make payments or undertake acts or services.

II. COVERAGE

This insurance applies to "bodily injury" arising out of "abuse" only if:

1. A limit of insurance for this insurance is shown on the Policy Declarations; and
2. The "bodily injury" is caused by an act of "abuse" or "interrelated act" that was committed in the "coverage territory"; and
3. The actual, threatened or alleged "abuse" occurs after the Retroactive Date shown on the Policy Declarations and prior to the end of the policy period; and
4. A claim is first made against the Insured and reported to the Insurer during the policy period or if applicable, the Extended Reporting Period described in Section VIII. EXTENDED REPORTING PERIOD; and
5. Prior to the inception date of this insurance, no Insured had knowledge of or could have known of any facts, circumstances or allegations which might give rise to an "action" or claim.
6. A claim by a person or organization seeking "compensatory damages" will be deemed to have been made at the earliest of the following times:
 - a. when notice of such claim is received and recorded by any Insured or by the Insurer, whichever comes first; or
 - b. when the Insurer makes a settlement in accordance with Section I. INSURING AGREEMENT.
7. All claims made by the same person and arising out of the same act of "abuse" or "interrelated acts", including "compensatory damages" claimed by any person or organization for care, loss of services, or death resulting from "bodily Injury", will be deemed to have been made at the time the first of those claims is made against any Insured.

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8. "Bodily injury" caused by "abuse", or "interrelated acts" includes any continuation, change or resumption of that "bodily injury" after the end of the policy period.

III. EXCLUSIONS

This insurance does not apply to:

1. Bodily Injury

"Bodily injury" arising directly or indirectly out of any cause other than "abuse".

2. Contractual Liability

"Bodily injury" for which any Insured is obligated to pay "compensatory damages" because of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that any Insured would have in the absence of the contract or agreement.

3. Employer's Liability

"Bodily injury" to:

- a. any "employee" of any Insured arising out of and in the course of:
 - i. employment by any Insured; or
 - ii. performing duties related to the conduct of any Insured's business; or
- b. the spouse, child, parent, brother or sister of that "employee" as a consequence of exclusion a. above.

This exclusion applies:

- i. whether any Insured is liable as an employer or in any other capacity; and
- ii. to any obligation to share "compensatory damages" with or repay another who is liable for "compensatory damages" because of such "bodily injury".

4. Perpetrated by the Insured

"Compensatory damages" attributable to the Insured who admits to perpetrating or taking part in an act of "abuse" or "interrelated acts", or is found guilty of, or pleads guilty or no contest to, in a legal proceeding, an act of "abuse" or "interrelated acts" which caused the "bodily injury".

For the purposes of this exclusion, a legal proceeding includes, but is not limited to, a proceeding that results in a criminal conviction, a judgment, decree, ruling or order pronounced or entered by any court of competent jurisdiction or an order or ruling pronounced or entered by any administrative agency.

5. Workers' Compensation or Similar Laws

Any obligation of any Insured under a workers' compensation law, disability benefits law, employment compensation law, unemployment compensation law or any similar law.

IV. LIMITS OF INSURANCE

1. The Limits of Insurance shown on the Policy Declarations and the following rules fix the most the Insurer will pay as "compensatory damages", or "claim expenses", regardless of the number of:
 - a. Insureds;
 - b. claims made; or
 - c. people or organizations making claims or bringing "actions".
2. The Abuse Aggregate Limit shown on the Policy Declarations is the most the Insurer will pay for the sum of all "compensatory damages", and "claim expenses" arising out of "abuse" to which this insurance applies.
3. The Each Abuse Claim Limit shown in the Policy Declarations is the most the Insurer will pay for "compensatory damages" and "claim expenses" arising out of any one act of "abuse" or "interrelated acts", including any continuation, change or resumption of such "bodily injury" after the end of the policy period. With respect to the "interrelated acts" that occur over more than one policy period under any policy issued by Aviva, only the Each Abuse Claim Limit applicable to the first policy period:
 - a. that provides the coverage provided by this insurance; and
 - b. in which the "interrelated acts" were committed,will apply to all "compensatory damages" and "claim expenses" because of all "bodily injury" for such "interrelated acts".
4. Payments That Reduce Limits
 - a. Where legally permissible, payments the Insurer makes for "compensatory damages", or "claim expenses" reduce the Limits of Insurance shown on the Policy Declarations.
 - b. The Abuse Aggregate Limit and the Each Abuse Claim Limit shown on the Policy Declarations will be reduced by the sum of payments the Insurer makes for "compensatory damages", and "claim expenses".
 - c. If the Abuse Aggregate Limit has been reduced to an amount that is less than the Each Abuse Claim Limit, the remaining amount of such Abuse Aggregate Limit is the most that will be available for any other claim.
5. No deductible applies.

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

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purposes of determining the Limits of Insurance.

V. INSUREDS

The Insureds include the "Named Insured" as designated in the Policy Declarations and those who qualify as Insureds pursuant to this section.

1. If you are designated in the Policy Declarations as:
 - a. An individual, you are the "Named Insured" and the spouse of the "Named Insured" is an Insured, but only with respect to the conduct of a business of which the "Named Insured" is the sole owner.
 - b. A joint venture, limited liability partnership or partnership, you are the "Named Insured". The members, partners and their spouses are also Insureds but only with respect to the conduct of the business of such joint venture, limited liability partnership or partnership.
 - c. A limited liability company, you are the "Named Insured". The members of the "Named Insured's" limited liability company are also Insureds, but only with respect to the conduct of the business of such limited liability company. The managers of the "Named Insured's" limited liability company are also Insureds, but only with respect to their duties as the "Named Insured's" managers.
 - d. A trust, you are the "Named Insured". The trustees of such trust of the "Named Insured" are also Insureds, but only with respect to their duties as trustees.
 - e. Any organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are the "Named Insured". The "executive officers" and directors of the "Named Insured's" are Insureds, but only with respect to their duties as the "Named Insured's" officers or directors. Shareholders of the "Named Insured" are also Insureds but only with respect to their liability as shareholders.
2. Each of the following is also an Insured:
 - a. "volunteer workers" of the "Named Insured" only while performing duties related to the conduct of the "Named Insured's" business, or
 - b. "employees" of the "Named Insured", other than either the "Named Insured's" "executive officers" (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company), or
 - c. the "Named Insured's" managers (if you are a limited liability company), but only for acts within the scope of their employment by the "Named Insured" or while performing duties related to the conduct of the "Named Insured's" business.

However, none of these "employees" or "volunteer workers" are Insureds for:

- (1) "bodily injury" arising out of "abuse":
 - (a) to the "Named Insured", to the "Named Insured's" partners or members (if you are a partnership, limited liability partnership or joint venture), to the "Named Insured's" members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of the "Named Insured's" business, or to the "Named Insured's" other "volunteer workers" while performing duties related to the conduct of the "Named Insured's" business;
 - (b) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) for which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the "bodily injury" described in Paragraphs (1)(a) or (b) above.

No person or organization is an Insured with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a "Named Insured" in the Policy Declarations.

VI. DEFINITIONS

1. "Abuse" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental mistreatment.
2. "Action" means a civil proceeding in which "compensatory damages" because of "bodily injury" arising out of "abuse" to which this insurance applies are alleged. "Action" includes:
 - a. an arbitration proceeding in which such "compensatory damages" are claimed and to which the Insured must submit or does submit with the Insurer's consent; or
 - b. any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the Insured submits with the Insurer's consent.
3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Claim expenses" mean payments allocated to a specific claim or "action" for its investigation, settlement or defence, including:

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- a. all expenses the Insurer incurs;
 - b. the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds;
 - c. all reasonable expenses incurred by the Insured at the Insurer's request to assist in the investigation or defence of the claim or "action", including actual loss of earnings because of time off from work;
 - d. all costs assessed or awarded against the Insured in the "action";
 - e. prejudgment interest awarded against the Insured on that part of the judgment the Insurer pays. If the Insurer makes an offer to pay the applicable limit of Insurance shown on the Policy Declarations, the Insurer will not pay any prejudgment interest based on that period of time after the offer;
 - f. any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
5. "Compensatory damages" mean damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
 6. "Coverage territory" means Canada.
 7. "Employee" includes a "leased worker" and a "temporary worker".
 8. "Executive officer" means a person holding any of the officer positions created by the "Named Insured's" charter, constitution, by-laws or any other similar governing document.
 9. "Interrelated acts" mean a series of interrelated, causally connected or continuous acts of actual, alleged or threatened "abuse" of any person or persons, committed or allegedly committed by one person, or two or more persons acting together, which are the subject of or the basis of any claim or "action". Such series of "interrelated acts" will be considered one act of "abuse" deemed to be committed at the time of the first such act regardless of:
 - a. the period of time over which the acts of "abuse" take place;
 - b. the number of persons injured or who are alleging acts of "abuse";
 - c. the number of persons who committed or allegedly committed acts of "abuse";
 - d. the types of acts of "abuse" involved or alleged; or
 - e. the number of times the acts of "abuse" took place.
 10. "Leased worker" means a person leased to the "Named Insured" from a labour leasing firm under an agreement between the "Named Insured" and the labour leasing firm, to perform duties related to the conduct of the "Named Insured's" business. "Leased worker" does not include a "temporary worker".
 11. "Named Insured" means the first "Named Insured" shown on the Policy Declarations.
 12. "Temporary worker" means a person who is retained by the "Named Insured" under a contract of service to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 13. "Volunteer worker" means a person who is not the "Named Insured's" "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by the "Named Insured", and is not paid a fee, salary or other compensation by the "Named Insured" or anyone else for their work performed for the "Named Insured".

VII. CONDITIONS

The following conditions apply to this insurance:

1. **BANKRUPTCY**
Bankruptcy or insolvency of an Insured or of an Insured's estate will not affect the Insurer's obligations under this insurance.
2. **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 policy, knew about the misrepresentation or material non-disclosure.
3. **DUTIES IN THE EVENT OF A CLAIM OR IN THE EVENT OF ABUSE THAT MAY RESULT IN A CLAIM**
When the "Named Insured" is reporting a claim to the Insurer, the "Named Insured" must provide effective written notice to the Insurer and this may also require proof of transmittal.
 - a. Notice of Claim
The "Named Insured" will give written notice to the Insurer of any claim first made against any Insured as soon as practicable but in no event later than thirty (30) days after expiration of the policy period.
 - b. Notice of Abuse
If during the policy period the Insured becomes aware of any "abuse" which could give rise to a claim, and the Insured gives written notice of "abuse" to the Insurer during the policy period, then any claim subsequently arising from such "abuse" will be considered to have been made during the policy period in which such "abuse" was first reported to the Insurer.
 - c. To the extent possible, the Insured will include any written notice of a claim or "abuse", a description of such claim or "abuse", the nature of the alleged claim or "abuse", the nature of the alleged or potential "compensatory damages", the names and addresses of actual or potential claimants and the manner in which the Insured first became aware of the claim or "abuse".

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- d. All Insureds will assist and cooperate with the Insurer in the investigation, settlement and defence of all claims made against any Insured and upon the Insurer's request will authorize the release of records and other information, secure and give evidence, attend hearings and trials and, to the extent possible, obtain the location of and cooperation of witnesses.
 - e. The Insured agrees to provide the Insurer with all information, assistance and cooperation which the Insurer may reasonably request.
 - f. In the event of a claim, the Insured will do nothing to prejudice the Insurer's position or potential or actual rights of recovery. The Insured agrees not to settle any claim, incur any "claim expenses" or otherwise assume any contractual obligation or admit any liability with respect to any claim without the Insurer's written consent. The Insurer will not be liable for any "compensatory damages", "claim expenses", assumed obligation or admission to which the Insurer has not consented.
- 4. LEGAL ACTION AGAINST THE INSURER**
- a. A person or entity may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured for "compensatory damages" that are payable under this insurance and within the applicable limit of insurance. An agreed settlement means a settlement and release from liability signed by the Insurer, any Insured and the claimant or the claimant's legal representative.
 - b. Otherwise, no person or entity has a right under this insurance to:
 - i. join the Insurer as a party or otherwise bring the Insurer into any "action" seeking "compensatory damages" from an Insured; or
 - ii. sue the Insurer on this insurance unless all its conditions have been fully complied with.
 - c. Every "action" or proceeding against the Insurer for the recovery of insurance money payable under contract is absolutely barred, unless commenced within:
 - i. the time set out in the applicable Insurance Act, in the provinces of Alberta, British Columbia or Manitoba; or
 - ii. in any other jurisdiction:
 - (1) where permitted by law, one year from the date the cause of action arises; or
 - (2) such period as may be required under the law applicable in the jurisdiction.
- 5. OTHER INSURANCE**
- If other valid and collectible insurance is available to an Insured for liability covered by this insurance, the Insurer's obligations are limited as follows:
- This insurance is primary. The Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by one of the methods described below:
- a. If all the other insurance permits contribution by equal shares, the Insurer will follow this method also. Under this approach each insurer contributes equal amounts until it has paid all its applicable limit of insurance or none of the loss remains, whichever comes first.
 - b. If any of the other insurance does not permit contribution by equal shares, the Insurer will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of the insurance of all insurers.
- 6. PREMIUM PAYMENT**
- The first "Named Insured" shown on the Policy Declarations is responsible for the payment of all premiums and will be the payee for any premium refunds.
- 7. REPRESENTATIONS**
- By accepting this insurance, 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 insurance in reliance upon the representations of the "Named Insured".
- 8. SEPARATION OF INSUREDS AND CROSS-LIABILITY**
- Except with respect to the limits of insurance and any rights and duties specifically assigned to the first "Named Insured" shown on the Policy Declarations, this insurance applies:
- a. as if each "Named Insured" is the only "Named Insured"; and
 - b. separately to each Insured against whom claim is made or "action" is brought.
- 9. TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS EXHAUSTED**
- a. If the Insurer concludes, based upon claims that have been reported to the Insurer and to which this insurance may apply, that the:
 - i. Abuse Aggregate Limit; or
 - ii. Each Abuse Claim Limit
 is likely to be exhausted in the payment of judgments, settlements or "claim expenses", the Insurer will notify the first "Named Insured" shown on the Policy Declarations in writing to that effect.
 - b. When the Abuse Aggregate Limit, or Each Abuse Claim limit of insurance has actually been exhausted in payment of judgments, settlements or "claim expenses":

The Insurer will notify the first "Named Insured" shown on the Policy Declarations, in writing, as soon as practicable, that:

 - i. such a limit has been exhausted; and
 - ii. the Insurer's duty to defend claims seeking "compensatory damages" subject to that limit has also ended.
 - c. The Insurer will take no action whatsoever with respect to any claim seeking "compensatory damages" if the claim is reported to the Insurer after that limit of insurance shown on the Policy Declarations has been exhausted.
- 10. TRANSFER OF INSURED'S RIGHT OF RECOVERY**

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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. No Insured may 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 "compensatory damages" against any Insured.

VIII. EXTENDED REPORTING PERIOD

1. The Insurer will provide an Extended Reporting Period as set forth below, if this insurance is cancelled or not renewed for any reason except non-payment of premium, but only by an endorsement and for an additional premium. The "Named Insured" must give the Insurer a written request for the endorsement within fifteen (15) days after the end of the policy period. The Extended Reporting Period will not go into effect unless the "Named Insured" pays the Insurer an additional premium when due equal to seventy five percent (75%) of the inception premium of this insurance. The Extended Reporting Period is non-cancellable and the additional premium will be considered fully earned.
2. The Extended Reporting Period starts with the end of the policy period and lasts for one (1) year from the date of expiration of this insurance.
The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance the "Named Insured" purchases, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
3. The Extended Reporting Period does not extend the policy period or amend the terms, conditions or exclusions. It applies only to claims for "bodily injury" arising out of acts of "abuse" or "interrelated acts" committed before the end of the policy period but not before the retroactive date and not previously reported to the Insurer.
Claims first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period.
4. The Extended Reporting Period does not reinstate or increase the Limits of Insurance applicable to any claim to which this insurance applies.

All other terms, conditions, exclusions and limitations of the policy are unchanged.

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ABUSE EXCLUSION (GL)
ENDORSEMENT
916500-02

**This endorsement modifies the insurance provided by:
GENERAL LIABILITY FORM - 916000**

The following is added to Section III., EXCLUSIONS APPLICABLE TO ALL COVERAGES of the General Liability Form.

This insurance does not apply to:

Abuse

- a. Claims or "actions" arising directly or indirectly from "abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse".
- b. Claims or "actions" based on your practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".
- c. Claims or "actions" alleging knowledge by an insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

For the purposes of this insurance the following definition is added to the General Liability Form, Section VI. DEFINITIONS:

"Abuse" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental mistreatment.

All other terms, conditions, exclusions and limitations of the policy are unchanged.

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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 "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 "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 "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 "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 "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

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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 Insureds' 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 Insureds' relationship with "affected individuals". However, the Insurer will not pay for:

- i. promotions provided to any of the "insured's" "executives" or "employees"; or
- ii. promotion costs exceeding \$25 per "affected individual".

f. REGULATORY FINES AND PENALTIES

The Insurer will pay for any fine or penalty imposed 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 "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 "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 "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 "insured's" necessary and reasonable "data restoration costs".

b. Data Re-creation

The Insurer will pay the "insured's" necessary and reasonable "data re-creation costs".

c. System Restoration

The Insurer will pay the "insured's" necessary and reasonable "system restoration costs".

d. Loss of Business

The Insurer will pay the "insured's" actual "business income and extra expense loss".

e. Public Relations

If the "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 "insured" in communicating a response to the "computer attack" to the media, the public and the "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 "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 "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 "insured" 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 "insured" first receives notice of one of the following:
 - i. a "claim" brought by or on behalf of one or more "affected individuals"; or

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- 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 and insured 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 "insured".
 - d. Notice of such "claim" or "regulatory proceeding" is received by the "insured" within 2 years of the date that the "affected individuals" are notified of the "personal data compromise".
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 "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 "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 "insured".
 - c. Notice of such "claim" is received by the "insured" within 2 years of the date the "insured" was notified of the "network security incident".
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 "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 "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.
 - c. Notice of such "claim" is received by the "insured" within 2 years of the date the "insured" was notified of the "electronic media incident".
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 "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 "insured";
 - b. such "wrongful transfer event" took place in the "coverage territory";
 - c. such "wrongful transfer event" is first discovered by the "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

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- “insured”; and
- e. such “wrongful transfer event” is reported in writing by the “insured” to the police
2. If the conditions listed in 1. above have been met, then the Insurer will pay the “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 “insured” or any of the “insured’s” directors, partners or trustees, 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**
“insured’s” reckless disregard for the security, of the “insured’s” “computer system” or data including confidential or sensitive information of others in the “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 “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.

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15. Personal Data Compromise before policy period

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 by the "insured" or at the "insured's" direction 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 "insured'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

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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". PUBLIC RELATIONS coverage is also subject to a limit per "affected individual" as described in Coverage A - DATA COMPROMISE RESPONSE EXPENSES, paragraph 2.e.

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 "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 "insured".
- b. The "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 "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".

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- 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 "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 "insured" or of the "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 "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 "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 "insured" agrees:

- a. the information on the "policy declarations" is accurate and complete;
- b. that information is based upon representations the "insured" made to the Insurer; and
- c. the Insurer has issued this form in reliance upon the representations of the "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 "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

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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 "insured" acquires by merger, or consolidates with, or is merged into any other organization, the "insured" must give written notice to the Insurer of the change within 60 days, together with such information as the Insurer may request. The "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 "insured" with another organization; or
 - ii. more than 50% of the assets of the "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 "insured" after the consolidation or merger, the "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 "insured" regarding any circumstance, fact or "wrongful act" will be imputed to the "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 "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.
- g. These interest payments will be in addition to and not part of the applicable limit of insurance.
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 "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 "insured's" vendors to comply with, reasonable and industry-accepted protocols for:

- a. providing and maintaining appropriate physical security for the "insured's" premises, "computer systems" and hard copy files;

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- 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 "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 "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 "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 "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 "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 "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 "insured" must do this within 60 days after the Insurer's request. The Insurer will supply the "insured" with the necessary forms.
 - vi. 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 "insured" intends to continue business, the "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 "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 "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 "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 "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 "insured" may first receive notice of a "claim" or "regulatory proceeding".

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- 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 "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 "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 "insured", or the date on which the "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 "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 "insured" must provide the following at the Insurer's pre-notification consultation with the "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 "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 "insured" must obtain the Insurer's prior approval for any service provider whose expenses the "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 "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 "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 "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

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- a. The effectiveness of such services depends on the cooperation and assistance of the “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 “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 “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 “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 “insured’s” interests as insured under this form. The following are examples of individuals who would not meet this requirement:
 - i. If the “insured” aggregates or sells information about individuals as part of the “insured’s” business, the individuals about whom the “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 “insured”.
 - ii. If the “insured” stores, processes, transmits or transports records, the individuals whose “personally identifying information” or “personally sensitive information” the “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 “insured”.
 - iii. The “insured” may have operations, interests or properties that are not insured under this form. Individuals who have a relationship with the “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 “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 “insured” incurs to operate the “insured’s” business over and above the cost that the “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 “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”

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- 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 “insured’s” “executives”;
 - (b) the “insured’s” owner or part-owner; or
 - (c) a holder of the “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 covered under DATA COMPROMISE RESPONSE EXPENSES section of this AVIVA CYBER INSURANCE FOR BUSINESS form, and the “insured” submitted a “claim” to the Insurer and provided notifications and services to “affected individuals” in consultation with the Insurer pursuant to DATA COMPROMISE RESPONSE EXPENSES in connection with such “personal data compromise”.
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 “insured” and operated under the “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 “insured” in connection with a “cyber extortion threat”; and
 - b. any amount paid by the “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 “insured” based on a credible threat, or series of related

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- 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 "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 "insured" to transfer, pay or deliver any funds or property using a "computer system" without the "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 "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 "insured".
16. "data restoration costs"
- a. "Data restoration costs" means the costs of an outside professional firm hired by the "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 "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 "insured's" "employees" or "executives", or the "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 by the "insured" on a 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 "insured";
 - b. Furnished temporarily to the "insured" to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions;
 - c. Leased to the "insured" by a labor leasing firm under an agreement between the "insured" and the labor leasing firm to perform duties related to the conduct of the "insured's" business, but does not mean a temporary "employee" as defined in paragraph b.;
 - d. The "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 "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 "insured" business.
22. "identity recovery case manager" means one or more individuals assigned by the Insurer to assist an "identity recovery insured"

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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 "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 "insured" at any time during the "policy period".
 - b. When the "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 "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 "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 "insured"; or
 - ii. as respects a religious institution, the senior ministerial "employee".
- An "identity recovery insured" must always be an individual person. If the "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 "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 "insured".
27. "insured" means: the "named insured".
28. "loss"

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- 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 "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 "insured"; or
 - ii. a professional entity with which the "insured" has a direct relationship and to which the "insured" (or an "affected individual" at the "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, subject to the following provisions:
 - i. the "insured's" failure to use appropriate safeguards was accidental and not reckless or deliberate; and
 - ii. such disposal or abandonment must take place during the "policy period".
 - 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.

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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:
- physical injury to or destruction of tangible property including all resulting loss of use; or
 - 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"
- "Settlement costs" means the following, when they arise from a "claim":
 - damages, judgments or settlements; and
 - 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
 - pre-judgment interest on that part of any judgment paid by the Insurer.
 - "Settlement costs" does not mean or include:
 - civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under DATA COMPROMISE RESPONSE EXPENSES;
 - punitive and exemplary damages;
 - the multiple portion of any multiplied damages;
 - taxes; or
 - matters which may be deemed uninsurable under the applicable law.
 - 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 "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:
 - is where those fines, or penalties were awarded or imposed;
 - is where any "wrongful act" took place for which such fines, or penalties were awarded or imposed;
 - is where the "insured" is incorporated or has a principal place of business; or
 - is where the Insurer is incorporated or has a principal place of business.
43. "system restoration costs"
- "System restoration costs" means the costs of an outside professional firm hired by the "insured" to do any of the following in order to restore the "insured's" "computer system" to its pre-"computer attack" level of functionality:
 - replace or reinstall computer software programs;
 - remove any malicious code; and
 - configure or correct the configuration of the "insured's" "computer system".
 - "System restoration costs" does not mean or include:
 - costs to increase the speed, capacity or utility of a "computer system" beyond what existed immediately prior to the "computer attack";
 - labor costs of the "insured's" "employees" or "executives";
 - any costs in excess of the actual cash value of the "insured's" "computer system"; or
 - 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:
- the "insured" or Insurer cancels this coverage;
 - the "insured" or Insurer refuses to renew this coverage;
 - 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 CONDITIONS 910000-02 attached to this AVIVA CYBER INSURANCE FOR BUSINESS form; or
 - 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"

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- 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 "insured" subject to a mutually executed written confidentiality agreement or which the "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 "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 an "insured" or a financial institution with which the "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 "insured" or the financial institution to send money or divert a payment. The deception must result in direct financial loss to an "insured"
 - b. "Wrongful transfer event" does not mean or include any occurrence:
 - i. In which the "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.

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Privacy Information

Our Privacy Policy And Commitment To Protecting Your Privacy

Aviva Canada Inc. and our member companies¹ ("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:

Aviva Canada Inc.
10 Aviva Way, Suite 100
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.giSCANADA.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.