



LEGAL AID ONTARIO AND COMMUNITY LEGAL CLINICS
40 DUNDAS (ATRIUM ON BAY) STREET W, #200
TORONTO ON M5G 2H1

Your Aviva Enterprise insurance policy for Business and Professional Services

Policy number 82011041 starting on August 1, 2021

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 Wording

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, 2021. Please read your policy documents to ensure you understand your insurance coverage.

Enterprise commercial insurance policy

Policy number: 82011041

910001-04 Property, Business Income, Inland Marine, Crime and Equipment Breakdown Conditions and Exclusions Form

Common Conditions and Exclusions has been updated. Please read your renewal policy carefully. Key changes are:

The language of the form has been updated for clarity of intent.

Centralizing the common exclusions from other wordings to this form. These exclusions apply to all Property, Business Income, Inland Marine, Crime and Equipment Breakdown forms.

Changes to the above common exclusions are as follows:

Contagious Disease Exclusion has been revised

- Losses from Contagious Diseases remain excluded.
- Losses from Fire, lightning, explosion and other perils specified in the exclusion are not subject to this exclusion.

Cyber Risk Exclusions added. There is no coverage provided for:

- Losses arising from unauthorized, malicious or criminal acts from the use of a computer or network system.
- Losses arising from a data or security breach.
- Losses arising from extortion, fraud or theft involving a computer or network system.

Cyber Suite product for cyber risk exposures is available if endorsed to the policy, please discuss with your broker if you require coverage.

Change to Other Insurance Clause:

- Any other insurance you have available covering the same property will be considered in the adjustment of a loss on a proportionate basis.
- For property of others or for more specific insurance available to you, that insurance will be the primary insurance for a loss.

910504-01 Contagious Disease Exclusion - Liability

We have amended this policy to exclude liability coverage arising out of a contagious disease that can cause or threaten bodily injury, illness, emotional distress, damage to human health or welfare, or property damage. Please see the Contagious Disease Exclusion – Liability.

911000-05 Property Form

The Property Form has been updated. Please read your renewal policy carefully. Key changes include:

- The language of the form has been updated for clarity of content and structure.
- The form has been updated to confirm that coverage is provided for loss from direct physical loss or direct physical damage.
- Common exclusions moved to 910001 Property, Business Income, In and Marine, Crime and Equipment Breakdown Conditions and Exclusions Form.
- Money and negotiable items exclusion has been updated to confirm that digital currency and electronic fund transfers are not covered.
- Food and other water events exclusion has been updated to confirm that both natural and manmade events are excluded.
- Settlement, moving or shifting exclusion has been updated to confirm that both natural and manmade events are excluded.
- Snows, ice, landslides or earth movement exclusion has been updated to confirm that both natural and manmade events are excluded.
- Supplementary Coverages updated to confirm that the limit of insurance applies to any one occurrence and, if applicable, an annual policy aggregate limit is applied.
- Errors and Omissions Supplementary Coverage no longer extends to incorrect valuations of property.
- Personal Effects of Officers, Employees, Customers and Guests Supplementary Coverage now extends to volunteers.
- Accounts Receivables, Installation of Follower and Valuable Papers Supplementary Coverage no longer cover earthquake, flood or subsidence unless the perils are endorsed to the policy.
- Building Improvements, Betterments and Course of Construction Supplementary Coverage has been updated to confirm that it only applies if not insured elsewhere and it does not apply to newly acquired locations until reported to the insurer.
- By-laws Supplementary Coverage has been updated to confirm that it does not provide coverage for pollution cleanup. Pollution cleanup coverage may be covered by the Cleanup Expenses for Land and Water Pollution Supplementary Coverage.
- Catch All Supplementary Coverage now has an annual policy aggregate limit applied.
- Environmental Upgrade Supplementary Coverage now has an annual policy aggregate limit applied.
- Valuable Papers and Records Supplementary Coverage has been updated to confirm that it does not provide coverage for any change or interruption to electronic power, electromagnetic waves, whether manmade or natural, or a geomagnetic storm.
- Basis of Settlement Function Replacement Cost has been revised to confirm replacement of property may be made at a different site, however any increase in costs to replace elsewhere will not be covered.
- Equipment definitions amended to clarify contractors equipment used off premises is not included. Coverage is available under the Contractors Equipment Follower if endorsed to the policy. Unit Improvements and Betterments are included in the definition of equipment, where applicable.

It's important to understand all the details of your policy. If you have any questions about your coverage, please contact your insurance Broker.

You can accept your renewal policy by paying the premium. If you do not want to renew, or if you have any questions about how these changes affect your coverage before accepting your renewal policy, or if you would like to discuss any additional insurance needs, we encourage you to contact your insurance Broker.

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 A D ONTAR O AND COMMUN TY LEGAL CL N CS
40 DUNDAS (ATR UM ON BAY) STREET W #200
TORONTO ON M5G 2H1

HUB INTERNATIONAL ONTARIO LIMITED in partnership with **Aviva Insurance Company of Canada**, is pleased to announce 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 2021	Renewal Policy Notice	\$131 401 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 A D ONTAR O AND COMMUN TY LEGAL CL N CS
40 DUNDAS (ATR UM ON BAY) STREET W #200
TORONTO ON M5G 2H1

Your Broker

HUB NTERNAT ONAL ONTAR O L M TED
700 2265 UPPER M DDLE RD E
OAKVILLE
ON L6H 0G5

Aviva Enterprise Business and Professional Services Policy

Your policy number 82011041

Effective August 1 2021 at 12 01 am
to August 1 2022 at 12 01 am
(local time at the postal address)

Your policy premium s \$131 401

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

Change description

New version of form(s) attached 911000 05 91100A 05 910001 04

The only insurance afforded by this policy s that which s 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 01	Policy Conditions
910001 04	Property Business Income Inland Marine Crime and Equipment Breakdown Common Conditions and Exclusions
910002 02	Liability Conditions
910502 01	Sanctions Exclusion Endorsement
910504 01	Contagious Disease Exclusion Liability

Location Group A Premium: \$73,432

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 05	Property Insurance			
	All Property without Schedule	1 000	90%	15 214 400
911303 02	Sewer Back Up Coverage	5 000		included

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Form number	Coverage		Deductible (\$)	Co-insurance	Limits of insurance (\$)	
911304 02	Stated Amount Endorsement				ncluded	
911516 01	Water Damage Deductible Endorsement		2 500		ncluded	
919700 01	Endorsement				ncluded	
911301 01	Earthquake Shock Endorsement		5% 100 000		ncluded	
		M n mum				
911302 01	Flood Endorsement		25 000		ncluded	
	EQUIPMENT BREAKDOWN					
914000 02	Equipment Breakdown Insurance Form		1 000		15 214 400	
	CRIME					
915000 02	Crime Form					
	B Money Securities and Other Property				25 000	
	Supplementary Coverages					
	Medical Expense incurred from Robbery					
	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 2021

Location	Location Details
1	2 CARLTON STREET 701 TORONTO ON M5B 1J3 ADVOCACY CENTRE FOR THE ELDERLY LEGAL CL N C
2	55 UNIVERSITY AVENUE STE 1500 TORONTO ON M5J 2H7 ADVOCACY CENTRE FOR TENANTS ONTARIO LEGAL CL N C
3	473 QUEEN STREET E SAULT STE MARIE ON P6A 5K8 ALGOMA COMMUNITY LEGAL CL N C NC
4	211 YONGE STREET 500 TORONTO ON M5B 1M4 ABORIGINAL LEGAL SERVICES
5	55 UNIVERSITY AVENUE STE 1500 TORONTO ON M5J 2H7 ARCHDEACONRY LAW CENTRE
6	1100 CLARENCE STREET S STE 203 BRANTFORD ON N3S 7N8 BRANTHALD MAND NORFOLK COMMUNITY LEGAL CL N C

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Location	Location Details
7	55 UNIVERSITY AVENUE STE 1500 TORONTO ON M5J 2H7 CANADAN ENVIRONMENTAL LAW ASSOCIATION
8	6 HARVEY (PO BOX 97) STREET UNIT A CHATHAM ON N7M 5K1 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 THOMSON ON P4N 2J9 THOMSON TEMSKAMING 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 OR LL A ON L3V 6J6 COMMUN TY LEGAL CL N C S MCOE HAL BURTON KAWARTHA LAKES
15	180 DUNDAS STREET W STE 506 TORONTO ON M5G 1Z8 COMMUN TY LEGAL EDUCAT ON ONTAR O
16	1 N CHOLAS STREET STE 422 OTTAWA ON K1N 7B7 COMMUN TY LEGAL SERV CES AMALGAMAT ON OF 3 OFF CES (OTTAWA CENTRE)
17	158 GEORGE STREET LEVEL 1 BELLEVILLE ON K8N 3H2 COMMUN TY ADVOCACY & LEGAL CENTRE
18	21 DUNLOP STREET STE 200 R CHMOND H LL ON L4C 2M6 COMMUN TY LEGAL CL N C OF YORK REG ON UNDERGO NG RENOVAT ONS CL ENT NOW OCCUPY NG SPACE AT UN T A 21 DUNLOP ST & 10271 STE 303 YONGE ST R CHMOND H LL ONT
19	303 BAGOT STREET 500 K NGSTON ON K7K 5W7 QUEEN'S PR SON LEGAL CL N C FACULTY OF LAW QUEEN'S UN VERS TY
20	540 F NCH AVENUE W 132 TORONTO ON M2R 1N7 DOWNSV EW COMMUN TY LEGAL SERV CES

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Location	Location Details
21	<p>200 JOHN STREET B3 OSHAWA ON L1J 2B4</p> <p>DURHAM COMMUNITY LEGAL CLINIC INCLUDING UNITS B1 B2A B2</p> <p>OSHAWA CENTRE</p>
22	<p>1320 GERRARD STREET E TORONTO ON M4L 3X1</p> <p>DON VALLEY COMMUNITY LEGAL SERVICES</p>
23	<p>98 CENTRE (P O BOX 517) STREET ST THOMAS ON N5P 3V6</p> <p>ELGIN OXFORD LEGAL CLINIC</p>
24	<p>31 NOVA SCOTIA WALK 300 ELLIOT LAKE ON P5A 1Y9</p> <p>ELLIOT LAKE & NORTH SHORE COMMUNITY LEGAL CLINIC</p>
25	<p>945 3RD AVENUE E OWEN SOUND ON N4K 2K8</p> <p>GREY BRUCE COMMUNITY LEGAL CLINIC</p> <p>OWEN SOUND PROFESSIONAL CENTRE</p>
26	<p>690 DORVAL DRIVE 420 OAKVILLE ON L6K 3W7</p> <p>HALTON COMMUNITY LEGAL SERVICES</p>
27	<p>100 MAIN STREET E 203 HALTON ON L8N 3W4</p> <p>HALTON COMMUNITY LEGAL CLINIC</p>

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Location	Location Details
28	55 UN VERS TY AVENUE TORONTO ON M5J 2H7 H V & A DS LEGAL CL N C
29	59 LORNE AVENUE E 2 STRATFORD ON N5A 6S4 HURON PERTH COMMUN TY LEGAL CL N C
30	55 UN VERS TY AVENUE 1500 TORONTO ON M5J 2H7 NDUSTR AL ACC DENT V CT MS GROUP OF ONTAR O
31	55 UN VERS TY AVENUE 1500 TORONTO ON M5J 2H7 NCOME SECUR TY ADVOCACY CENTRE
32	815 DANFORTH AVENUE STE 411 TORONTO ON M4J 1L2 NJURED WORKERS CONSULTANTS
33	1315 F NCH AVENUE W 409 TORONTO ON M3J 2G6 JANE F NCH COMMUN TY LEGAL SERV CES
34	55 UN VERS TY AVENUE 1500 TORONTO ON M5J 2H7 JUST CE FOR CH LDREN & YOUTH

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Location	Location Details
35	40 REV LLON ROAD N 218 MOOSONEE ON P0L 1Y0 KEEWAYT NOK NAT VE LEGAL SERV CES
36	489 COLLEGE STREET STE 205 TORONTO ON M6G 1A5 KENS NGTON BELLWOODS COMMUN TY LEGAL SERV CES
37	345 BAGOT STREET K NGSTON ON K7K 6T8 K NGSTON COMMUN TY LEGAL CL N C
38	86 SOUTH CUMBERLAND STREET THUNDER BAY ON P7B 2V3 K NNA AWEYA LEGAL CL N C
39	10 SUNSET BOULEVARD PERTH ON K7H 2Y2 THE LEGAL CL N C (AMALGAMAT ON OF LANARK LEEDS & GREENV LLE LEGAL CL N C AND RURAL LEGAL SERV CES)
40	8 B ONTAR O STREET BRACEBR DGE ON P1L 2A7 LAKE COUNTRY LEGAL CL N C
41	55 UN VERS TY AVENUE 1500 TORONTO ON M5J 2H7 LANDLORDS SELF HELP CENTRE

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Location	Location Details
42	176 WYNDHAM STREET N 5 GUELPH ON N1H 6Z9 LEGAL CL N C OF GUELPH AND WELL NGTON COUNTY
43	443 QUELETTE AVENUE 2ND FL W NDSOR ON N9A 2V3 LEGAL ASS STANCE OF W NDSOR
44	R R #1 COMP 30 12A H LLS DE L TTLE CURRENT ON POP 1K0 MAN TOUL N LEGAL CL N C SUCKER CREEK ND AN RESERVE
45	130 DUNDAS STREET E STE 504 M SS SSAUGA ON L5A 3V8 M SS SSAUGA COMMUN TY LEGAL SERV CES
46	333 QUEEN STREET E TORONTO ON M5A 1S9 NE GHBOURHOOD LEGAL SERV CES
47	383 R CHMOND STREET 910 LONDON ON N6A 3C4 NE GHBOURHOOD LEGAL SERV CES OF LONDON & M DDLESEX
48	15 BURGAR STREET 100 WELLAND ON L3B 2S6 N AGARA COMMUN TY LEGAL ASS STANCE

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Location	Location Details
49	107 SH RREFF AVENUE STE 214 NORTH BAY ON P1B 7K8 N P SS NG COMMUN TY LEGAL SERV CES
50	1005 ELG N STREET W STE 301 COBOURG ON K9A 5J4 NORTHUMBERLAND COMMUN TY LEGAL CENTRE
51	24 QUEEN STREET E 700 BRAMPTON ON L6V 1A3 NORTH PEEL & DUFFER N COMMUN TY LEGAL CL N C
52	1266 QUEEN STREET W TORONTO ON M6K 1L3 PARKDALE COMMUN TY LEGAL SERV CES
53	150 KING STREET 4TH FL PETERBOROUGH ON K9J 2R9 PETERBOROUGH COMMUN TY LEGAL CENTRE
54	206 SCOTT STREET FORT FRANCES ON P9A 1G7 NORTHWEST COMMUN TY LEGAL CL N C
55	236 STEWART STREET STE 101 RENFREW ON K7V 1X7 RENFREW COUNTY LEGAL CL N C

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Location	Location Details
56	21 PANORAMA COURT 24 TORONTO ON M9V 4E3 REXDALE COMMUNITY LEGAL CLINIC VARIOUS SOCIAL SERVICES
57	695 MARKHAM ROAD STE 9 TORONTO ON M1H 2A5 SCARBOROUGH COMMUNITY LEGAL SERVICES
58	5353 DUNDAS STREET W STE 210 TORONTO ON M9B 6H8 SOUTH ETOBICOKE COMMUNITY LEGAL SERVICES
59	180 DUNDAS (P O BOX 4) STREET W 2000 TORONTO ON M5G 1Z8 TORONTO WORKERS HEALTH AND SAFETY LEGAL CLINICS FORMERLY TORONTO WORKERS HEALTH & SAFETY CLINIC
60	450 FREDERICK STREET STE 101 KITCHENER ON N2H 2P5 WATERLOO REGION COMMUNITY LEGAL SERVICES
61	2425 EGLINTON AVENUE E 201 SCARBOROUGH ON M1K 5G8 WEST SCARBOROUGH COMMUNITY LEGAL SERVICES
62	2333 DUNDAS STREET W 404 TORONTO ON M6R 3A6 WEST TORONTO COMMUNITY LEGAL SERVICES

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Location	Location Details
63	245 FA RV EW MALL DR VE STE 106 TORONTO ON M2J 4T1 W LLOWDALE COMMUN TY LEGAL SERV CES
64	1770 LANGLO S AVENUE W NDSOR ON N8X 4M5 W NDSOR ESSEX B L NGUAL LEGAL CL N C
65	40 ELM (RA NBOW CENTRE) STREET 272 SUDBURY ON P3C 1S8 SUDBURY COMMUN TY LEGAL CL N C
66	180 DUNDAS STREET W 1701 TORONTO ON M5G 1Z8 METRO TORONTO CH NESE & SE AS AN LEGAL CL N C
67	45 SHEPPARD AVENUE E 106A TORONTO ON M2N 5W9 SOUTH AS AN LEGAL CL LN C OF ONTAR O
68	55 UN VERS TY AVENUE 500 TORONTO ON M5J 2H7 CO OPERAT VE OF SPEC ALTY COMMUN TY LEGAL CL N CS OF ONTAR O & ASSOC AT ON OF COMMUN TY LEGAL CL N CS OF ONTAR O
69	55 UN VERS TY AVENUE 14TH FL TORONTO ON M5J 2H7 F RE RES ST VE ADVOCACY CL N C TEMPORARY LOCAT ON NE GHBOURHOOD LEGAL SERV CES

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Location	Location Details
70	720 SPAD NA AVENUE 221 TORONTO ON M5S 2T9 F RE RES ST VE 18 STOR ES BLACK LEGAL ACT ON CENTRE
71	55 UN VERS TY AVENUE 1500 TORONTO ON M5J 2H7 F RE RES ST VE ASSOC AT ON OF LEGAL CL N CS OF ONTAR O

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Policy level
Premium: \$4,464

Description of operations: ADVOCACY CENTRE FOR THE ELDERLY
 LEGAL CL N C

Forms and endorsements applicable to this policy

Form number	Coverage	Deductible (\$)	Co-insurance	Limits of insurance (\$)
	PROPERTY			
911000 05	Group One Blanket	1 000		250 000
	Automatic Fire Suppress on Recharge			included
	Brands and Labels			included
	Bu lding damage by theft			included
	Errors and Om ss ons			included
	Landscap ng and Grow ng Plants			included
	Master Key			included
	Newly acqu red Bus ness Contents			included
	Personal Effects Off cers Employees Customers and Guests			included
	Profess onal Fees			included
	Seasonal Stock			included
	Group Two Add t onal L m ts			included
	Accounts Rece vable			100 000
	Bu lding and Bus ness Contents Newly acqu red locat ons	1 000		1 500 000
	Bu lding improvements /Betterment Course of Construct on	1 000		250 000
	Bu lding Upgrade			50 000
	Bus ness Contents away from Prem ses	1 000		50 000
	Bus ness Contents n trans t	1 000		25 000
	Bus ness Property at Res dence	1 000		10 000
	By laws			100 000
	Catch all Aggregate			50 000
	Cleanup Expenses for Land and Water Pollut on Aggregate	1 000		50 000
	Conf scated or Se zed property	1 000		10 000
	Env ronmental Upgrade Aggregate			250 000
	Exped t ng Expense			50 000
	Extra Expense			50 000
	Exter or Pav ng	1 000		50 000
	F ne Arts w thout Schedule	1 000		50 000
	F re F ght ng Expenses			25 000
	nfestat on	1 000		10 000
	nspect on and Approval Costs			10 000
	nstallat on Floater	1 000		25 000
	Removal Debr s Removal Expense			100 000
	Reward			10 000
	Stock Contam nat on	1 000		25 000
	Stock Spo lage	1 000		25 000
	D stance (kms 25			

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Form number	Coverage		Deductible (\$)	Co-insurance	Limits of insurance (\$)
	Valuable Papers and Records				100 000
	Valuable Property		1 000		5 000
	EQUIPMENT BREAKDOWN				
914000 02	Group One Blanket		1 000		250 000
	Ammon a Contam nat on				cluded
	Brands and Labels				cluded
	Errors and Om ss ons				cluded
	Flu d Escape				cluded
	Hazardous Substances				cluded
	Profess onal Fees				cluded
	Research and Development Costs				cluded
	Group Two Add t onal L m ts				cluded
	By laws				100 000
	Catch All Clause				50 000
	Data and Med a		1 000		100 000
	Data Process ng Equ p and Med a at Res dence		1 000		100 000
	Data Process ng Equ p and Med a Off Prem ses		1 000		100 000
	Debr s Removal				50 000
	Env ronmental Upgrade				250 000
	Exped t ng Expense				50 000
	Extra Expense				50 000
	D stance(km) 25				
	nspect on and Approval Costs				10 000
	Newly Acqu red Locat ons				1 500 000
	Stock Spo lage	M n mum	10% 1 000	80%	25 000
	D stance(km) 25				
	CRIME				
915000 02	Cr me Form				
	A Employee Dishonesty				25 000
	C Counterfe t Currency and Money Orders				25 000
	D Forgery Alterat on Cred t Card and AT Card				25 000
	E Electron c Fraud and Funds Transfer Fraud				10 000
	F Property n Safety Depos t Boxes				10 000
	G ncom ng Cheque Forgery				10 000
	Supplementary Coverages				
	Cl ent or Customer Property		500		10 000
	Profess onal Fees				10 000

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Liability level

Total or advance liability premium: \$53,505

Minimum retained liability premium: \$0

Forms and endorsements applicable to this policy

Form number	Coverage		Deductible (\$)	Limits of insurance (\$)
	LIABILITY			
916000 03	General L ab l ty Form			
	A Bod ly or Mental njury and Property Damage			ncluded
	General Aggregate			5 000 000
	Each Occurrence	Property Damage	1 000	5 000 000
	Products Completed Operat ons Aggregate			5 000 000
	B Personal and Advert s ng njury Any one person or organ zat on			5 000 000
	C Tenant's Property Damage L ab l ty Any one locat on		1 000	1 000 000
	D Voluntary Med cal Payments Any one person			50 000
916300 02	Add t onal nsured (GL) Endorsement			ncluded
916010 01	Abuse Errors & Om ss ons L ab l ty Form			
	Abuse Aggregate		2 500	500 000
	Retroact ve Date (DDMMYYYY) 31 03 2008			
916015 01	Employee Benef ts Errors and Om ss ons Form			
	Aggregate		1 000	2 000 000
916019 01	Cont ngent Elevator and Ho st Each Occurrence		1 000	100 000
916040 01	Voluntary Compensat on Form			
	A Employee Bod ly njury			ncluded
	Med cal payments any one employee			25 000
	Max mum weekly benef t any one employee			250
	Max Temporary D sab l ty Per od n Weeks 26			
	Max Permanent D sab l ty Per od n Weeks 100			
	Death Benef t Per od n Weeks 50			
	Max mum funeral expenses any one employee			2 500
916100 01	SPF 6 Non Owned Auto nsurance (nclud ng SEF 94 96 and 99)			
	Th rd Party L ab l ty			5 000 000
	SEF 94 Legal L ab l ty for Damage to H red Automob les		1 000	100 000
916550 01	O E F 98B Reduct on of Coverage for Lessees or Dr vers of Leased Veh cles Endorsement			ncluded
	CYBER COVERAGE			
918200 01	Cyber Su te Coverage			
	A Data Comprom se Response Expense			
	Annual Aggregate		1 000	25 000
	Subl m t Per Occurrence			
	Forens c T Rev ew			12 500
	Legal Rev ew			12 500
	Publ c Relat ons			5 000
	Regulatory F nes And Penalt es			12 500
	PC F ne And Penalt es			12 500
	Named Malware			25 000

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Liability rating schedule

Attached to and forming part of form 916000

Classifications	Industry code	Rating basis	Rating amount	Rating method	Rate
NON PROF T COMMUN TY LEGAL A D CL N CS	8111 30	Un ts	76	Flat	
TENANTS LEGAL L AB L TY	8111 30	Area		Flat	
COMMERC AL GENERAL LAB L TY S EXTENDED TO SATELL TE OFF CES L STED ON SCHEDULE PROV DED TO THE NSURER	8111 30	Area		Flat	
CO OPERAT VE OF SPEC ALTY COMMUN TY LEGAL CL N CS OF ONTAR O NC LEGAL CL N C	8111 30	Area		Flat	



Au horized Signatory of nsurer
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 2021

Schedule of Named Insureds

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Schedule of Additional Insureds

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

[REDACTED]

Policy Number: 82011041
Effective Date: August 1 2021

Schedule of Loss Payees

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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 Form

For Business Income Extended Form 912001 refer to COINSURANCE of the form For Business Income Limited Form 912002 refer to COINSURANCE of the form

b. Rental Income Form

If the coinsurance percentage shown on the "Policy Declarations" applies to a rental income form, the following coinsurance condition will apply. The insurer will not be liable for a greater proportion of any loss than the limit of insurance shown on the "Policy Declarations" bears to the coinsurance percentage shown of the "annual rental income" or a proportionately increased multiple thereof where the maximum "indemnity per od" exceeds twelve (12) months.

c. Other Insurance Form

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 condition, 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.

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- d if the coverage forms involved in one occurrence are property forms and equipment breakdown forms then
 - f stock spoilage coverage s involved in the insured loss any deductible applicable to stock spoilage coverage will be applied
 - f 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 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
 - f stock spoilage coverage s involved in the insured loss any deductible applicable to stock spoilage coverage will be applied
 - f 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 f 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 911303

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 losses due or suspected to be due to any criminal act

8. OTHER INSURANCE

When other collectible insurance is available to the insured for loss or damage covered by coverage forms that are subject to this condition 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 whole amount of insurance covering such property. For property of others with the insured's care custody and control for which the insured is legally liable under the coverage forms that are subject to this condition form or to insurance that is more specific to the coverage this insurance will apply as excess over any valid and collectible 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 condition form
- b All rights of subrogation are waived against
 - any corporation firm individual or other interest with respect to which insurance is provided by coverage forms that are subject to this condition form or
 - 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 9 e and the insured and the insurer cannot agree as to
 - the solicitors to be instructed to bring the action in the name of the insured
 - the conduct and carriage of the action or any related matters
 - any offer of settlement or the apportionment of an offer of settlement whether an action has been commenced or not
 - v the acceptance or the apportionment of any money paid into Court
 - v the apportionment of costs or
 - v 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 9 f the only parties entitled to notice and to be heard on the application are the insured and the insurer and no material 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 loss or damage to insured property belonging to others the insurer may settle the claim for such loss or damage with the owners of such property

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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

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

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 RISK

Loss or damage caused directly or indirectly by "Cyber risk". The coverage forms that are subject to this conditions form do not insure any loss costs damage or expense arising from or contributed to by "cyber risk" from one or more of the following

- a. Loss of alteration of or damage to corruption of or a reduction in the functionality availability or operation of any "computer and/or network system" or "data" whether the property of the insured or not
- b. Any access to or disclosure of any person's or organization's confidential personal proprietary or other nonpublic information in any recordable form including without limitation expenses associated with notification remediation mitigation or prevention of a security breach or
- c. Extortion threats fraud or theft involving any "computer and/or network system" or any other electronic data system or any confidential personal proprietary or other nonpublic information

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 occasion 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

3. DATA

Loss of or damage to "Data" except where specifically provided by V 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 direct physical loss or direct 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 occasion 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

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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 loss or damage which results directly from fire lightning or explosion of natural coal or manufactured gas

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 occurrence 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 V 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 act or acts 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 occurrence 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 occurrence of the loss or damage

III. DEFINITIONS

Wherever used in this PROPERTY BUSINESS INCOME LAND MARINE CRIME AND EQUIPMENT BREAKDOWN COMMON CONDITIONS AND EXCLUSIONS 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 and/or network system" means any computer hardware software process program microchip integrated circuit or similar device in computer equipment or non computer equipment information repository communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or backup facility website or any other electronic data system owned or operated by the insured or any other party
- "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 risk" means an unauthorized malicious or criminal act or series of related unauthorized malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any "computer and/or network system"
- "data" means representations of information or concepts in any form

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- 6 "data problem" means
- a erasure destruction or misappropriation or misinterpretation of "data"
 - b error in creating amending entering deleting or using "data" or
 - c inability to receive transmit or use "data"
- But "data problem" does not mean "cyber risk"
- 7 "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 branching 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
- 8 "named perils" means
- a fire or lightning
 - b explosion the following are not explosions within the intent or meaning of this form
 - electrical arcing or any concurrent rupture of electrical equipment due to such arcing
 - bursting or rupture caused by hydrostatic pressure or freezing or
 - bursting or rupture of any safety device 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 that is cumulative caused by land vehicles belonging to or under the control of the insured or any of the insured's employees to aircraft spacecraft or land vehicles causing the loss or

 - v caused by any aircraft or spacecraft when being taxed 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
 - due to cessation of work or by interruption to process or business operations or by change(s) in temperature
 - 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
 - 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
 - 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
 - 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
- 9 "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
- 10 "pollutants" means any solid liquid gaseous or thermal irritant or contaminant including odour vapour fumes acids alkalies chemicals and waste Waste includes materials to be recycled reconditioned or reclaimed
- 11 "premises" means
- a the entire area within the property lines at the location(s) described on the "Policy Declarations"
 - b areas under adjoining sidewalks and driveways and
 - c in or on vehicles within 100 metres of such locations
- But "Premises" does not mean "newly acquired location(s)"
- 12 "statement of values" means a listing of all insured property to which this Form is applicable in a form acceptable to the insurer that
- j Shows the value for each item of insured property that is listed and
 - k includes an attestation signed and dated by the insured that the values shown are the current values of the insured property
- 13 "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 thereon shall 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 liability, 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 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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CONTAGIOUS DISEASE
EXCLUSION - Liability
910504-01

This exclusion forms a part of the insurance policy to which it is attached (the "Policy") and is applicable to all liability coverages and endorsements contained in the Policy.

- 1 Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause, contributing concurrently or in any sequence or originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Contagious Disease or the fear or threat (whether actual or perceived) of a Contagious Disease.
- 2 For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount includes but is not limited to any cost to clean up, detoxify, remove, monitor or test for a Contagious Disease.
- 3 As used herein, a Contagious Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where
 - 3.1 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, and
 - 3.2 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
 - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

All other terms and conditions of the Policy shall remain unchanged.

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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 lost or 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 lost or damaged property

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

II. INSURED PROPERTY

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

- 1 Property at the "premises" described as
 - "Building"
 - "Equipment"
 - "Stock"
 - "Business Contents"
 - "All Property"
- 2 Property as described in V 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 direct physical loss or direct 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 watercraft trailers amphibious or air cushion vehicles held for sale uncensed automobiles or uncensed 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 direct physical loss or direct 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 V 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

- (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) fiberglass reinforced plastic vessel or metal unfired vessels

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- (5) refrigeration or air conditioning vessels and piping or
- (6) metal piping and its accessories including
 - () feed water piping between any boiler and its feed pumps or injectors
 - () boiler condensate return piping
 - () chilled water piping connected to and forming part of a refrigeration or air conditioning system
 - (v) 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 are used for the storage of gas or liquid and which sporadically 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
 - (v) 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) electron microscope laser particle accelerator beta gauge spectrograph including equipment used for research diagnostic treatment experimental medical or scientific purposes or any equipment or apparatus utilized for radioactive materials or
 - (3) any equipment used for the generation control transmission reception reproduction playback or any other use of television radio or telecommunications signals

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"

while actually being worked upon and directly resulting from such work or caused by any repairing adjusting or servicing of "business contents"

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

h. Property illegally kept or transported

Property that is

illegally acquired kept stored or transported or seized or confiscated for breach of any law or by order of any public authority except as provided in V SUPPLEMENTARY COVERAGES

i. Property rented, leased or sold

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

loaned or rented or leased to others or 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 V SUPPLEMENTARY COVERAGES

k. Sewers and drains

Sewers drains or water mains 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

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

m. Valuable property

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 V SUPPLEMENTARY COVERAGES This exclusion does not apply to direct physical loss or direct physical damage caused directly by "named perils"

2. EXCLUDED PERILS

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

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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 direct physical loss or direct physical damage caused directly by resultant fire.

b. Change in atmosphere or temperature

- (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 V SUPPLEMENTARY COVERAGES. This exclusion does not apply to

- (a) direct physical loss or direct physical damage caused directly by rupture of pipes or breakage of apparatus not excluded in B 1 h Pressure vessels, electrical equipment, turbines
- (b) damage to pipes caused directly by freezing, unless such pipes are excluded in B 1 h Pressure vessels, electrical equipment, turbines
- (c) direct physical loss of or direct physical damage to "building" or "equipment" caused directly by "named perils" theft or attempted theft, or
- (d) direct physical loss or direct physical damage caused directly by an accident to a transporting conveyance.

c. Change in texture or finish

- (a) By shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish, or

- (b) by marring, scratching or crushing, except as provided in V SUPPLEMENTARY COVERAGES.

This exclusion does not apply to direct physical loss or direct physical damage caused directly by

- (a) "named perils"
- (b) rupture of pipes or breakage of apparatus not excluded in B 1 h 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 V SUPPLEMENTARY COVERAGES.

This exclusion does not apply to direct physical loss or direct physical damage caused directly by

- (a) "named perils"
- (b) rupture of pipes or breakage of apparatus not excluded in B 1 h Pressure vessels, electrical equipment, turbines
- (c) theft or attempted theft, or
- (d) an accident to a transporting conveyance.

e. Delay, loss of market or use

By delay, loss of market, or loss of use or occupancy.

f. Dishonest and criminal acts

By any dishonest or criminal act committed by the insured or any agent of the insured, acting alone or in collusion with others,

by theft or attempted theft committed by any employee of the insured, acting alone or in collusion with others, or by any dishonest or criminal act committed by anyone, except as stated in B 2 f, when the insured or any agent of the insured knew or ought to have known prior to the loss or damage of the dishonest or criminal act. This exclusion does not apply if, upon becoming aware of the dishonest or criminal act, the insured or any agent of the insured immediately notifies the police and the insurer.

g. Earthquake

By earthquake. 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 occurrence of the loss or damage, except for direct physical loss or direct 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

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 the parts normally containing steam or water under steam pressure from an external source and while under such pressure
- (c) other vessels and apparatus and the connected pipes while under pressure, or while in use or in operation, provided the 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.

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- (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
- This exclusion does not apply to direct physical loss or direct physical damage caused directly by resultant fire

i. Flood and other water events

By flood including "surface water" waves tidal waves tsunamis 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 occurrence of the loss or damage except for direct physical loss or direct 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 direct physical loss or direct 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 V SUPPLEMENTARY COVERAGES This exclusion does not apply to direct physical loss or direct physical damage caused directly by a peril not otherwise excluded

k. Seepage and leakage of water

By seepage leakage or influx of water through basement walls doors windows or other openings foundations basement floors sidewalks or sidewalks lights unless concurrently and directly caused by a peril not otherwise excluded in this form
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
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 property in transit
resultant direct physical loss or direct 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 restate the property as it was immediately prior to loss except as provided in V SUPPLEMENTARY COVERAGES

b. Faulty materials and workmanship

The cost of making good
faulty or improper material
faulty or improper workmanship or
faulty or improper design

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

c. Fungi or spores

Loss or damage consisting of or caused directly or indirectly by any "fungus" or "spores"
This exclusion does not apply to direct physical loss or direct physical damage

- (a) if the "fungus" 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
- The cost or expense for any testing monitoring evaluating or assessing of "fungus" or "spores"

d. Mysterious disappearance

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

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

Against loss or damage consisting of or caused by
wear and tear

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rust or corrosion or 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 direct physical loss or direct 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 LAND MARINE CRIME AND EQUIPMENT BREAKDOWN COMMON CONDITIONS AND EXCLUSIONS FORM
This Form does not insure loss or damage arising from

- a. Contagious Disease
- b. Cyber Risk
- c. Data
- d. Data Problem
- e. Marine and Waterborne Property
- f. Nuclear Incident and Radioactive Contamination
- g. Pollution
- h. Terrorism
- i. War, invasion, act of foreign enemy

IV. SUPPLEMENTARY COVERAGES

A. GROUP ONE

The limit of insurance applicable to loss or damage covered by any or all coverages described in GROUP ONE is the blanket limit shown on the "Policy Declarations". The limit of insurance applies to any one occurrence of insured loss or damage, irrespective if multiple "premises" suffer loss or damage. Unless stated otherwise, the blanket limit of insurance is in addition to any other limit of insurance applicable under this form.

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

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 caused by or results 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

If the insurer exercises its option to take all or any part of the "stock" involved in a loss the insured reserves the right to first remove the trademarks guarantees names or other evidence of the interest or connection from the "stock" Where the removal of such marks is impossible or impractical the "stock" may be stamped as salvage and/or transferred to bulk containers with the cost to be borne by the insurer

3. BUILDING DAMAGE BY THEFT

This form insures direct physical loss or direct 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. ERRORS AND OMISSIONS

a. This form insures direct physical loss of or direct physical damage to insured property caused directly by a peril not otherwise excluded 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
an unreported location at the commencement of the current policy period
the description of a location or
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
the insured report and correct such error or omission as soon as possible when discovered and
the insured pay any additional premium that may be due

c. This coverage does not apply if there is coverage applicable under V B 2 BUILDINGS AND BUSINESS CONTENTS AT

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NEWLY ACQUIRED LOCATIONS

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

This form insures direct physical loss of or direct 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 be no coverage for

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

6. MASTER KEY COVERAGE

This form insures the cost of replacing or retooling locks following direct physical loss or direct physical damage caused by a person insured against master keys electronic passes or access cards that control doors at the "premises"

7. 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
 - 90 days from the date of acquisition of such property
 - the date values for such property are reported to the insurer or
 - 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"

8. 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 to items insured by the owner unless the insured is obligated to insure or is legally 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" or at any newly acquired location for which coverage is provided under this form

9. PROFESSIONAL FEES

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

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

10. 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.

1. ACCOUNTS RECEIVABLE

- a This form insures
 - all sums due the insured from customers or credit card companies provided the insured is unable to effect the 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"
 - 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
 - collection expenses in excess of normal collection costs and made necessary because of such direct physical loss or direct physical damage and
 - v other expenses when reasonably incurred by the insured in reestablishing records of accounts receivable following such direct physical loss or direct physical damage
- b This coverage does not insure against loss
 - due to bookkeeping accounting or billing errors or omissions
 - the proof of which as to factual existence is dependent upon an audit of records or an inventory computation or
 - 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

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- only to the extent of such wrongful giving taking obtaining or withholding
- c Accounts receivable coverage is not subject to the following exclusions of **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
 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
 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
 the amount determined in **V B 1 d** increased or decreased by the percentage calculated under **V B 1 d** will be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs
- v the amount determined in **V B 1 d** 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
 90 days from the date of acquisition of each "newly acquired location"
 the date values for such property are reported to the insurer or
 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 the reconstruction 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**
- a This form insures the increase in direct costs incurred due to an insured peril to repair or replace "building" components that are lost or damaged or to add new "building" components that improve the "buildings" resistance to future loss that may result from a peril insured against under this form
- b The insurer will pay the least of
 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
 the amount actually expended by the insured or
 the limit of insurance shown on the "Policy Declarations" for this coverage
- c Notwithstanding the reinstatement clause 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

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This coverage applies only to property 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 direct physical loss of or direct physical damage to insured property by a peril insured under this form, the insurer will indemnify the insured for:
 - loss occasioned by the demolition of any undamaged portion of the insured property
 - the cost of demolition and clearing the site of any undamaged portion of the insured property
 - 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 occupancyresulting 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:
 - 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
 - the enforcement of any by-law, regulation, ordinance or law that could have been enforced in the absence of a loss, or 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" or
 - v. 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"
- 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

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. The insurer will pay the lesser of:

- a. the difference between the loss payable and the amount required to fully indemnify the insured after the application of the deductible, or
 - 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 of multiple locations are impacted in one event.
 - c. Notwithstanding the reinstatement clause 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 payments 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" is sudden, unexpected and unintended from the standpoint of the insured, and 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 of multiple locations are impacted in one event.
- c. Notwithstanding the reinstatement clause 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:
 - 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"
 - 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
 - fines, penalties, punitive or exemplary damages
 - v. 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.

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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. ENVIRONMENTAL UPGRADE

a This form insures the increase in direct costs incurred to repair or replace "building" and "equipment" components as a direct result of direct physical loss or direct physical damage by an insured peril with those that improve the energy efficiency or environmental emissions rating of the "building" or "equipment"

- b The insurer will pay the least of
 - 10% of the sum of
 - (a) the total amount payable for the direct physical loss of or damage to the "building" and "equipment" and
 - (b) the amount of the applicable deductible
 - the amount actually expended by the insured or
 - 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. Notwithstanding the reinstatement clause in this form, following a loss under this coverage, the limit of insurance for this coverage will be reduced by the amount payable

13. 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 direct physical loss or direct physical damage by an insured peril

- a for temporary repairs and
- b for expediting the permanent repair or replacement of insured property that is lost or damaged

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

14. EXTRA EXPENSE

a This form insures the "extra expense" incurred as a result of direct physical loss of or direct physical damage to insured property at the "premises" resulting from 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
 - loss of income
 - "extra expense" in excess of that necessary to continue as nearly as practicable the normal conduct of the insured's business
 - the cost of repairing or replacing any property that has been damaged or destroyed by an insured loss

v 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 actual cash value of substitute or temporary "building" or "equipment" remaining after resumption of normal operations will be taken into consideration in the adjustment of any loss

15. EXTERIOR PAVING

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

16. FINE ARTS

a This form insures direct physical loss of or direct physical damage to "fine arts" within the "territorial limits" that are the property of the insured or for which the insured is legally liable

- b This form also insures newly acquired "fine arts" that are
 - (a) acquired by the insured after the beginning of the current policy period and
 - (b) within the "territorial limits"

This coverage will cease on the earliest of

- (a) 90 days from the date of acquisition of "fine arts"
- (b) the date values for such "fine arts" are reported to the insurer or
- (c) the expiration date of this policy

Premium for coverage V B 16 b newly acquired "fine arts" is payable from the date of such acquisition

v The insurer will not be liable under V B 16 b 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: 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

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Mysterious disappearance
Seepage and leakage of water
Settling moving or shifting
Smoke

17. FIRE FIGHTING EXPENSES

This form insures any expenses the insured is charged by a municipal authority for fire department services as a result of a fire or any other insured peril

18. DAMAGE BY ANIMALS OR INSECTS

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

19. INSPECTION AND APPROVAL COSTS

This form insures the direct cost of inspections and regulatory approvals that are required as a result of direct physical loss or direct physical damage 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
"fung" or "spores" or
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

20. 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 contracted to install or which will be used in completing an installation contract
at a location within "territorial limits"

insured property includes

supplies machinery equipment and materials that will form part of the completed installation
temporary buildings scaffolding falsework forms hoardings excavation site preparation and similar work to the
extent that the replacement or restoration is necessary to complete the project

- b Coverage is provided
while such property is transported within the "territorial limits" to the installation site
during temporary storage at locations within the "territorial limits" away from the "premises" while awaiting installation or
while such property is at the installation site awaiting installation or while being installed
- c This coverage does not insure 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
to plans blueprints designs specifications or any similar property
to "contractor's equipment" other than property specified in V B 20 a
v to any installation or part of installation from the commencement of use for purposes for which it was intended
v to property while in a borne transport unless by scheduled airlines
v 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
- d installation floater coverage is not subject to the following exclusions of 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
the termination of the insured's interest
the installation being accepted as satisfactory or
the expiry date of this policy

21. REMOVAL

a 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

90 days from the date of the original loss or

the expiry date of this policy

- b 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

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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
- if in any one occurrence expenses for debris removal exceeds the limit set out in 21 b or if exhausted the limit of insurance for such property an additional limit up to the amount shown on the "Policy Declarations" for Debris Removal Expenses payable
- c 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"
 - d Removal coverage does not apply to costs or expenses to "clean up" "pollutants" from land or water for testing monitoring evaluating or assessing of an actual alleged potential or threatened spill discharge emissions or dispersal seepage leakage migration release or escape of pollutants
 - e Expenses for removal of debris will not be considered in the determination of actual cash value for the purpose of any co-insurance clause

22. 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 the insured officers and partners of the insured or members of the insured's household(s)

23. 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.

24. 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 direct physical loss of or direct physical damage by an insured peril 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"interruption to the supply of "utility services" to the "premises". The interruption must be caused by direct physical loss of or direct physical damage to "utility property" that generates or supplies "utility services" to the "premises".
 - (a) 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
 - loss of or damage to any electrical transmission lines or distribution lines or their supporting structures except for those located on the "premises"
 - lack of sufficient capacity or
 - intentional reduction in supply
- c The insurer will pay, subject to the limit of insurance for this coverage
 - if the "perishable goods" are replaced by the insured the actual cost incurred by the insured
 - if the "perishable goods" are not replaced the actual cash value of the property

25. 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 by an insured peril while located anywhere within the "territorial limits"
- b This coverage does not insure against loss or damage 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 to property which cannot be replaced with other of like kind and quality to property held as samples or for sale or delivery after sale or
 - v 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

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- (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 **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

26. VALUABLE PROPERTY

This form insures furs fur garments jewels jewellery pearls or precious and semiprecious 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 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
 - 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 damage, the resale value, the normal life expectancy of the property and obsolescence.
 - 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.
 - 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
 - on unsold "stock" the actual cash value of the property at the time and place of loss or damage but in no event to exceed what it would cost to repair or replace with material of like kind and quality
 - on sold "stock" the selling price after allowance for discounts
 - on the property of others in the care custody or control of the insured for the purpose of performing work upon it the amount for which the insured is liable but not exceeding the actual cash value at the time and place of loss or damage plus allowance for labour and materials expended to such time
 - v on the property of others in the care custody or control of the insured that is not to be worked upon the amount for which the insured is liable but not exceeding the actual cash value at the time and place of loss or damage
 - v on tenant's improvements
 - (a) when damaged or destroyed 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 lost or damaged tenant's improvements which the unexpired term of the lease at the time of loss or 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 damaged or destroyed 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 loss or damage to tenant's improvements
 - v 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
 - v 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 loss or damage
 - v on scheduled "fine arts" the limit specified for each item scheduled on the "Policy Declaration" will apply as the agreed value of such item for the purpose of this insurance. If agreed values are indicated beside the item(s) listed
 - x 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

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- (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 loss or damage but not exceeding what it would then cost to repair or replace with material of like kind and quality

2. BASIS OF SETTLEMENT - FUNCTIONAL REPLACEMENT COST

- a The limit the insurer will pay for loss of or damage to insured property will be the amount actually expended by the insured to repair or replace such property subject to the following provisions
 - the damaged property must be repaired or replaced with due diligence and dispatch
 - 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 loss or damage to repair such property or
 - (b) the replacement cost of such property at the time of the loss or damage
 - 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
 - v in the event that new property of like kind and quality is not obtainable new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function 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
 - "stock"
 - "fine arts"
 - "valuable papers and records"
 - v 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 loss or 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 loss or 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 loss or 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 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

- Permissions 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
 - A specific limit of insurance is shown on the "Policy Declarations" for "stock"
 - 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 "premiums" on the last day of each month for the policy period
 - 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 "premiums" 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
 - v 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
 - V.B. 20 Installations on Floaters subject to premium adjustment if the estimated annual receipts for installation projects and the adjustment rate are shown on the "Policy Declarations"
 - 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

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period

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.

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

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.

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:
sprinkler or other fire extinguishing systems
fire detection systems or
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 services 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.

VI. DEFINITIONS

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

1. "all property" means "building", "equipment" and "stock".
2. "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:
elevator devices
utility equipment both above and below ground on the "premises" which the insured owns or is legally liable for, and
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 on the building used for decorative purposes when the insured is the owner of the building.
3. "business contents" means "equipment" and "stock".
4. "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.
5. "clean up" means the removal, containment, treatment, decontamination, detoxification, stabilization or neutralization or remediation of "pollutants" including testing which is integral to the aforementioned processes.
6. "condominium corporation" means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration that refers to a strata corporation in British Columbia and to a divided co-ownership syndicate in Quebec.
7. "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. reusable and not otherwise insured, scaffolding, falsework, forms, hoardings and portable structures;
d. accessories and spare parts for V 6 a and b; and
e. construction trailers not used for the transportation of materials or equipment described in V 6 a, b, c and d.
8. "data" means representations of information or concepts in any form.
9. "digital currency" means:
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.

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- 10 "equipment" means
- a generally all contents usual to the business of the insured including furniture furnishings 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 communal cat on towers antennae (including satellite receivers) and equipment attached to them street clocks and exteriors provided the "building" is not otherwise insured by this form and which the insured owns or is legally liable for
 - d tenants' improvements which are defined as "building" improvements alterations and betterments made at the expense of the insured to a "building" occupied by the insured and which are not otherwise insured provided the insured is not the owner of such "building" if the insured purchased the use interest in tenants' improvements made by a predecessor tenant this form applies as though such tenants' improvements had been made at the expense of the insured
 - e "unimprovements and betterments"
- 11 "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
- 12 "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 porcelain rare glass) and bric a brac of rarity historical value or artistic merit
- 13 "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 branching 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
- 14 "fungus" includes but is not limited to
- a any form or type of mould yeast mushroom or mildew whether or not allergenic pathogenic or toxic and
 - b any substance vapour or gas produced by or emitted or arising from any fungus or "spores" or resultant allergens mycotoxins or pathogens
- 15 "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
- 16 "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
- 17 "named perils" means
- a fire or lightning
 - b explosion the following are not explosions within the intent or meaning of this form
 - electrical arcing or any concurrent rupture of electrical equipment due to such arcing
 - bursting or rupture caused by hydrostatic pressure or freezing or
 - bursting or rupture of any safety device 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 that is cumulative caused by land vehicles belonging to or under the control of the insured or any of the insured's employees to aircraft spacecraft or land vehicles causing the loss or
 - v caused by any aircraft or spacecraft when being taxed 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
 - due to cessation of work or by interruption to process or business operations or by change(s) in temperature
 - 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
 - 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
 - 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
 - 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
- 18 "newly acquired location(s)" means locations

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- 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
- 19 "perishable goods" means any insured property
- a maintained under controlled conditions for its preservation and
 - b susceptible to loss or damage if the controlled conditions are not maintained
- 20 "Policy Declarations" means the policy declarations applicable to this policy for the current policy period including any supplementary pages or schedules
- 21 "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
- 22 "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 (328 feet) of such locations
- but "Premises" does not mean "newly acquired locations"
- 23 "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"
- 24 "spores" includes but is not limited to any reproductive particle or microscopic fragment produced by emitted from or arising out of any "fungus"
- 25 "stock" means
- a 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
 - b packaging, wrapping and advertising materials for such merchandise and
 - c property belonging to others and which the insured is obliged to insure or for which the insured is legally liable
- 26 "surface water" means water or natural precipitation temporarily diffused over the surface of the ground
- 27 "territorial limits" means Canada and the continental United States of America
- 28 "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
- 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 port on in Quebec
- 30 "unit improvements and betterments" means
- a components of the "unit" in which the insured has a financial interest and which are not required to be insured by the "condominium corporation" or
 - b construction, upgrades or other changes made to the "unit" by the insured or completed at the insured's expense that increase the value of the "unit"
- 31 "utility property" means communication equipment, satellite receivers, generating plants, transformer stations, switching stations, substations, 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"

Aviva Insurance Company of Canada

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 principles 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 day to day 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 aviva.ca, or contact our Privacy Officer at:

Aviva Canada Inc.
10 Aviva Way, Suite 100
Markham ON L6G 0G1
Telephone: 1-800-387-4518 ext. 4167014171 Fax: 416-755-4075
E-mail: CAPracyOfficer@aviva.com

¹Aviva Canada Inc. insurance companies include:

- Aviva General Insurance Company
- Aviva Insurance Company of Canada
- Ete Insurance Company
- Pot Insurance Company
- S&Y Insurance Company
- Scottish & York Insurance Co. Limited
- Traders General Insurance Company

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 compensation, 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 prices 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.bc.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 help him or her explain 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.gocanada.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.