

Strata Legal Expense Policy

New Policy

Prepared especially for
Owners of Strata Plan VIS5801

through the facilities of
Navacord Insurance Services British Columbia Inc.

STRATA LEGAL EXPENSE POLICY

LLOYD'S

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



Policy No. 84000369

Declarations

Effective 12/1/2025

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

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

PURPOSE OF THIS DOCUMENT

New Policy-The Insurer will provide the insurance described in this Policy in return for the premium paid by the Insured and their compliance with the terms of this insurance.

THE COVERHOLDER

Navacord Insurance Services British Columbia Inc.

301 - 841 Cliffe Avenue

Courtenay, British Columbia V9N 2J8

Main: (250) 338-3355

Web Site: www.waypoint.ca

INSURER

Lloyd's Underwriters led by Managing Agent SCOR Managing Agency Ltd., Syndicate 2015

Agreement Number CB25A084B(28)

NAMED INSURED AND POSTAL ADDRESS

Owners of Strata Plan VIS5801

PO Box 87

Bowser, British Columbia V0R 1G0

LOCATION OF RISK

5300 Gainsberg Road, Bowser, British Columbia V0R 1G0

PERIOD OF INSURANCE

From December 01, 2025 to December 01, 2026

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

FORM OF BUSINESS

Corporation

DESCRIPTION OF BUSINESS OPERATIONS

Residential Strata (15) Bldgs. (30) Units

SUMMARY OF INSURANCE COVERAGE AND ANNUAL PREMIUMS

TYPE OF COVERAGE	ANNUAL PREMIUM	MINIMUM RETAINED COVERAGE PREMIUM
Legal Expense	Incl	Nil

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

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

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

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

PER

Agreement No.

CB25A084B(28)

B1284CB25A084B

ANNUAL PREMIUM ▶

\$250

PREMIUM PAYABLE (EXCL. APPL. TAXES) ▶

\$250

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IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. CB25A084B(28) (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

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

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
Legal Expense				
	Condominium / Strata Legal Expense (Claims Made Basis)			
	Initial inception when the Legal Expense Insurance was included in the Declarations	500		
	1.1 Civil Defence - any one claim			250,000
	1.2 Criminal Defence - any one claim			250,000
	1.3 Personal Injury - any one claim			250,000
	1.4 Property Disputes - any one claim			250,000
	1.5 Defence of Disputes with Owners - any one claim			250,000
	1.6 Contract Disputes - any one claim		10%	250,000
	Aggregate Limit:			1,000,000
	(For all claims notified to the Underwriting Manager during the Policy Period)			
SLEI	Commercial Legal Expense Insurance for Condominium/Strata Corporations (Rev 04.05.22)			
SLEI	Additional Conditions			
LMA5484	Cyber Risks Exclusion (Rev 13Nov2020)			
LMA5393	Communicable Disease Endorsement (Rev 25Mar2020)			
NMA2962	Biological or Chemical Materials Exclusion (Rev 06/02/03)			
LMA3100A	Sanction Limitation and Exclusion Clause (Rev 5/10/23)			
LMA5028B	Service of Suite Clause (Canada) (Rev 15/04/22)			
LMA5185	Made in Canada Clause (Rev 01/11/11)			
LSW1542F	Lloyd's Underwriters' Policyholders' Complaint Protocol (Rev Oct2020)			
LSW1543E	Notice Concerning Personal Information (Rev 08/23)			
LSW1565C	Code of Consumer Rights and Responsibilities (Rev 10/12)			
LSW1815	Statutory Conditions (British Columbia) (Rev 01/07/12)			
NMA1191	Radioactive Contamination Exclusion Clause (Rev 7/5/59)			
NMA2802	Electronic Date Recognition Exclusion (Rev 17/12/97)			
NMA2918	War and Terrorism Exclusion Endorsement (Rev 08/10/01)			

Annual Premium:

\$250

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CANCELLATION REQUEST

We, the undersigned, do hereby request cancellation of the Lloyd's Policy bearing number 84000369 (together with any renewal certificates relating thereto) as of _____ and acknowledge that the Insurer is hereby relieved from all liability as from the cancellation date.

Signature of First Named Insured _____ Signature of a Witness _____

Signature of Second Named Insured _____ Signature of a Witness _____

Signature of Third Named Insured _____ Signature of a Witness _____

Signature of Mortgagee _____ Signature of a Witness _____

Commercial Legal Expense Insurance for Condominium/Strata Corporations

Policy of Insurance

LEGAL EXPENSE INSURANCE

PROMOTING JUSTICE,
REPAIRING INJUSTICE

At a Glance

Commercial Legal Expense Insurance for Condominium/Strata Corporations

Who is the Insured?

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

What is the Business Activity?

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

Who is the Insurer?

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

Telephone Legal Advisory Service

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

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

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

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

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

Insurance Cover Provided

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

Basic Cover: this provides protection for the following matters a) Civil Defence; b) Criminal Defence; c) Personal Injury

Standard Cover: this provides protection for the following matters a) Civil Defence;

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

Enhanced Cover: this provides protection for the following matters a) Civil Defence;

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

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

How to make a Claim

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

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

Selection of a Lawyer

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

What Indemnity is provided by the Policy?

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

Content

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

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Commercial Legal Expense Insurance For Condominium/Strata Corporations

Policy of Insurance

ALL PROVINCES AND TERRITORIES OF CANADA

Underwritten by certain Underwriters at

LLOYD'S

Commercial Legal Expense Insurance for Condominium/Strata Corporations

Agreement

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

1. INSURING CLAUSES

The **Insurer** agrees to provide coverage only for those Insuring Clauses which are specified in the **Declarations** as being included.

1.1 CIVIL DEFENCE	
What is covered	What is not covered
The Insurer agrees to indemnify the Insured against Legal Expenses incurred in: 1. The defence of any claim or legal proceedings relating to a failure or alleged failure to comply with requirements under protection of privacy legislation bought against the Insured by the Owner; 2. The defence of any claim or legal proceedings made or brought against the Insured in its capacity as trustee of a pension fund that benefits the Insured's employees; 3. Any appeal by the Insured against the imposition of a statutory notice which adversely affects the Business Activity of the Insured; Provided that: (i) such legal proceedings or appeal are made by or brought against the Insured within the Territorial Limits and arising from the Business Activity of the Insured and are notified to the Underwriting Manager during the Policy Period.	The Insurer shall not be liable to indemnify the Insured in respect of claims arising out of or in connection with the ownership, possession or use of any vehicle.

1.2 CRIMINAL DEFENCE

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in defending the **Insured** against a formal investigation and/or prosecution arising from **Criminal or Statutory Proceedings** brought or commenced against the **Insured** within the **Territorial Limits** and arising from the **Business Activity** of the **Insured** provided that the prosecution is brought or commenced and notified to the **Underwriting Manager** during the **Policy Period**

What is not covered

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any prosecution arising out of or in connection with:

1. The ownership possession or use of any vehicle;
2. Any prosecution, legislated investigation, tribunal and/or enquiry relating to any Municipal, Provincial, Federal or other Governmental tax matters pertaining to the **Insured's Business Activity**;
3. An allegation against the **Insured** involving:
 - assault, violence, fraud, conspiracy to defraud or dishonesty;
 - malicious falsehood;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - money laundering or bribery offences and related charges.
- 4.

1.3 PERSONAL INJURY

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in the pursuit of any claim or legal proceedings made by the **Insured** within the **Territorial Limits** and arising out of the **Business Activity** of the **Insured** arising from the act or omission by a third party which results in **Injury** to the **Insured**.

Provided that:

1. the **Injury** was sustained by the **Insured** away from the **Insured's** business premises and while engaged in the **Business Activity** of the **Insured** and within the **Territorial Limits**; and
2. the **Injury** occurs and is notified to the **Underwriting Manager** during the **Policy Period**.

What is not covered

General Exclusions apply.

1.4 PROPERTY DISPUTES

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in the pursuit of any claim or legal proceedings brought or commenced by the **Insured** within the **Territorial Limits** and arising from the **Business Activity** of the **Insured** relating to:

1. nuisance or trespass to **Common Property**;
2. disputes following physical damage to **Common Property**.

Provided that:

1. the **Insured** will suffer financial loss if it fails to pursue the claim or legal proceedings; and

the claim is made by the **Insured** and is notified to the **Underwriting Manager** during the **Policy Period**.

What is not covered

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any claim or legal proceedings arising out of or in connection with any dispute:

1. concerning **Common Property** relating to mining, subsidence or heave whatever the cause of such mining, subsidence or heave;
2. arising out of or in connection with a contract entered into by the **Insured**;
3. relating to the payment or non-payment or review of rent or service charges;
4. relating to planning or building regulations or decisions, expropriation or compulsory purchase orders;
5. Relating to the renewal of a lease or other contract to use the **Common Property**.

1.5 DEFENCE OF DISPUTES WITH OWNERS

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in the defence of any claim or legal proceedings brought by an **Owner** against the **Insured** relating to a failure or alleged failure by the **Insured** to comply with the **Insured's** by-laws and/or regulations.

What is not covered

The **Insurer** shall not be liable to indemnify the **Insured** in respect of claims arising out of or in connection with any dispute relating to the payment or non-payment of any fee or charges owed by the **Owner** to the **Insured**.

1.6 CONTRACT DISPUTES

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in the pursuit or defence of any claim or legal proceedings made by or brought against the **Insured** within the **Territorial Limits** and arising from the **Business Activity** of the **Insured** in a dispute with a **Contracting Party** arising out of a **Contract for Services** obtained or the sale, purchase, lease or rental of any **Goods**.

Provided that:

1. the indemnity for **Legal Expenses**

What is not covered

The **Insurer** shall not be liable to indemnify the **Insured** in respect of claims arising out of or in connection with:

- A. Contracts:
 1. performed outside the **Territorial Limits**;
 2. entered into prior to the **Retroactive Date** when the dispute occurs during the ninety (90) day period immediately following the initial inception date of this policy;
 3. for the provision or procurement of insurance, credit, secured lending, or

incurred under this clause shall not exceed 75% of the **Sum in Dispute**;

2. the amount in dispute exceeds the **Minimum Sum in Dispute**;
3. where the dispute relates to monies owed to the **Insured** notification of the claim to the **Underwriting Manager** shall be made at the sooner of:
 - (a) 30 days from the date at which the debt is contested, or
 - (b) 90 days from the **Due Date** provided that all reasonable attempts have been made to recover the money owed or negotiate a reasonable settlement within those 90 days; and
4. the claim is or legal proceedings are made by or brought against the **Insured** and are notified to the **Underwriting Manager** during the **Policy Period**.

guarantee;

4. where the liability of the **Insured** or the right of recovery is incurred through an agent or by assignment or subrogation;
5. where the dispute arising from the contract relates to the collection of any outstanding amount receivable owed to the **Insured** by a third party for any goods or service provided, except where there is a dispute involving the liability to pay by the third party;
6. of employment;
7. for the possession, purchase, sale or use of **Common Property**;
8. in connection with or related to a franchise;
9. for the ownership, sale, lease, rental or use of any vehicle;
10. relating to the planning, construction, structural alteration, conversion or extension of **Property** or parts thereof, other than non-structural repair to or renovation of existing **Property** or parts thereof;
11. containing an arbitration clause.

B Breach or alleged breach of **Professional Duty** owed to or by the **Insured**.

2. LIMIT OF INDEMNITY

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

1. **Any One Claim;**
2. in the aggregate for all claims notified to the **Underwriting Manager** during the **Policy Period**

3. EXCESS

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

4. CO-INSURANCE

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

5. EXCLUSIONS - These apply to all Insuring Clauses

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

1. the defence of the **Insured** in civil legal proceedings arising from or connected with:
 - (a) death or injury to any person including (without limitation) any sickness, disease or any naturally occurring condition or degenerative process;
 - (b) loss destruction or damage to property owned, occupied or under the control of a third party;
 - (c) alleged breach of **Professional Duty**;
 - (d) any tortious liability save as specifically provided in Insuring Clause 1.4 (Property Disputes);
2. any claims related to patents, copyrights, design rights, moral rights, confidential information, other intellectual property rights, trade or service marks or registered designs, trade secrets or passing off actions;
3. any claim arising out of defamation or alleged defamation;
4. any claim made, brought or commenced outside the **Territorial Limits**;
5. **Legal Expenses** incurred before the **Underwriting Manager's** consent has been granted in writing or without such consent;
6. any claim relating to or arising from any cause, event or circumstance occurring prior to the **Retroactive Date** specified in the **Declarations**;
7. any claim in connection with or arising from any cause, event or circumstance occurring prior to or existing at inception of the Policy and which the **Insured** knew or ought reasonably to have known might give rise to a claim or legal proceedings by or against the **Insured**;
8. awards and/or demands of compensation, repayment, damages, liability, surcharge levies, interest, fines or penalties of any nature including but not limited to those which

the **Insured** is ordered to pay by any relevant court, board, commission or other tribunal or administrative body;

9. any claim or legal proceedings in respect of which the **Insured** is, but for the existence of this Policy, entitled to indemnity under any other insurance policy or certificate or if the **Insured** is eligible for legal representation from a provincial legal aid plan;
10. any claim or legal proceedings in respect of which the **Insured** is entitled to indemnity under any policy or certificate which the **Insured** is required to hold by law or by a regulatory body;
11. any claim arising out of the deliberate, conscious or intentional or reckless or negligent disregard by the **Insured** of the need to take all reasonable steps to avoid and prevent claims or legal proceedings. In this context, "reasonable" shall be assessed by the standards of a reasonable person carrying on the **Business Activity** of the **Insured**;
12. any costs which the **Insured** may be ordered to pay by a court or tribunal adjudicating on **Criminal or Statutory Proceedings**;
13. any dispute with government or local authority departments concerning the imposition of regulatory or statutory charges, fees and levies;
14. any dispute between the **Insured** and any parent, subsidiary or associated company, or partner;
15. any dispute between the **Insured**, and the **Insurer**, and/or the **Underwriting Manager**, and/or the **Coverholder**, and/or the **Lawyer**;
16. any dispute relating to or in connection with any franchise agreement;
17. any **Legal Expenses** in connection with the pursuit of an appeal or judicial review;
18. any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with:
 - (a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
 - (b) insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
 - (c) discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
19. any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**;

20. any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive.

6. CONDITIONS

6.1 Cancellation

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

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

This Policy may also be cancelled by the **Insurer** on giving 30 days' notice in writing to the **Insured** via the **Coverholder** and the premium shall be adjusted on the basis of the **Insurer** receiving or retaining pro rata premium.

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

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

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

6.2 Notification

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

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

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

6.3 Underwriting Manager's Consent

It is a condition precedent to the **Insurer's** liability under this Policy that the **Underwriting Manager's** consent to incur **Legal Expenses** must first be obtained in writing. This consent

will be given by the **Underwriting Manager** if the **Insured** can satisfy the **Underwriting Manager** that it is reasonable to incur **Legal Expenses** and:

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

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

the advice received by the **Underwriting Manager** concerning the merits of the **Insured's** case;

the **Insured's** prospects of securing and enforcing any judgement;

the amount of money in dispute in relation to the **Legal Expenses** likely to be incurred;

the alternative methods available for protecting the **Insured's** interests.

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

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

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

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

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

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

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

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

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

6.4 Conduct of a Claim

(i) Choice of **Lawyer**

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

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

(ii) Access to information

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

(iii) Disclosure and co-operation

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

(iv) Payment of **Legal Expenses**

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

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

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

(v) Instruction of counsel and experts

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

6.5 Settlement

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

6.6 Minimizing Costs

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

6.7 Recovery of Costs

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

6.8 Dishonest and fraudulent claims

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

6.9 Insolvency or liquidation of the Insured

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

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

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

6.11 Premium

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

- (i) The **Insured** undertakes that the **Premium** and applicable taxes will be paid in full to the **Coverholder** within thirty days of inception of this Policy (or, in respect of instalment premiums, when due).
- (ii) If the **Premium** has not been so paid to the **Coverholder** by the thirtieth day from the inception of this Policy the **Insurer** shall have the right to cancel this Policy by notifying the **Insured** in writing via the **Coverholder**. In the event of cancellation, **Premium** is due to the **Insurer** on a pro rata basis for the period that the **Insurer** is on risk but the full **Premium** shall be payable to the **Insurer** in the event of a notification prior to the date of termination which gives rise to a claim under this Policy.
- (iii) It is agreed that the **Insurer** shall give not less than 15 days prior notice of cancellation to the **Insured**. If the **Premium** due is paid in full to the **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

7. GOVERNING LAW

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

8. INTERPRETATION

In this Policy:

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

9. NOTIFICATIONS

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

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

The **Insured** is deemed to have received all correspondence, documents and notices within four days of the date of mailing if sent in writing by ordinary mail to the address as last declared

to the **Insurer** or in relation to any matters arising out of any claim or legal proceedings if sent to the **Lawyer**.

10. RESOLUTION OF DISPUTES

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

11. ARBITRATION

Any dispute that can not be resolved by mediation in accordance with Resolution of Disputes above may be submitted by either party to a single arbitrator who shall be either a lawyer agreed upon by the parties or, failing agreement, a person appointed by a judge of the Supreme Court (or equivalent) of the province or territory in which the **Insured** has its principal office. Such arbitration shall be governed by the arbitration legislation in force in the aforesaid province or territory. The decisions of the arbitrator shall be final and binding on the **Insured** and the **Insurer** and arbitration costs shall be paid in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs. If the decision is made in the **Insurer's** favour, no costs shall be recoverable by the **Insured** under this Policy.

12. DEFINITIONS

- 12.1 "Any One Claim" means all claims or legal proceedings arising from the same originating cause or series of events or occurrences attributable to one originating cause.
- 12.2 "Application" means the information form completed together with any additional information supplied by the **Insured** or on the **Insured's** behalf.
- 12.3 "Business Activity" means the management and maintenance of the **Common Property** and **Common Assets** of the **Insured** for the benefit of **Owners**.
- 12.4 "Common Assets" means personal property held by or on behalf of the **Insured** for the benefit of any **Owner**.
- 12.5 "Common Property" means land (including buildings thereon) or an interest in land **shown on a property plan that is not property of any Owner**.
- 12.6 "Contract for Services" means a contract made between the **Insured** and a **Contracting Party** whereby one of the parties provides a service in connection with the **Business Activity** to the other for monetary consideration.
- 12.7 "Contracting Party" means a company, firm or individual who has a direct contractual relationship with the **Insured**.
- 12.8 "Coverholder" means Waypoint Insurance Services Inc. who are responsible for issuing and receiving any or all **Applications** and who provide the **Insured** with a policy of insurance as agreed by the **Insurer**.
- 12.9 "Criminal or Statutory Proceedings" means offences pursuant to the *Criminal Code (Canada)*, the *Controlled Drugs and Substances Act*, the *Food and Drugs Act (Canada)*, the

Occupational Health and Safety Act, the Environmental Protection Act and the Workplace Hazardous Materials Information Services Act, and any other provincial, territorial or federal statutes or regulations which prescribe offences punishable on summary conviction or by indictment.

- 12.10 **"Due Date"** means the date on which monies owed to the **Insured** become due and payable.
- 12.11 **"Excess"** means the amount specified in the **Declarations** the **Insured** must bear in **Legal Expenses** in respect of **Any One Claim** before the **Insurer** is liable to provide any indemnity under this Policy.
- 12.12 **"Goods"** means tangible, moveable property and excluding interests or rights in **Common Property**.
- 12.13 **"Injury"** means bodily injury or death but does not mean any sickness, disease or naturally occurring condition or degenerative process.
- 12.14 **"Insured"** means the corporation named as **Insured** in the **Declarations** and who is insured under this Policy including jointly and severally at the **Insured's** request any director, officer, council members or similar office holders who are appointed or elected to that office pursuant to legislation applicable to the **Business Activity** of the **Insured** while acting on behalf of the **Insured** for acts within the scope of their position and only in so far as such acts relate to the **Business Activity** of the **Insured**.
- 12.15 **"Insurer"** means certain Lloyd's Underwriters, London, England.
- 12.16 **"Lawyer"** means the legal representative selected by the **Insured** and approved by the **Underwriting Manager**, who is on the list of approved law firms provided by the **Underwriting Manager**, to act in the name of and behalf of the **Insured** in accordance with the terms, conditions, limitations, provisos and exclusions of this Policy.
- 12.17 **"Legal Expenses"** means
- (i) fees, expenses and disbursements including **Witness Attendance Allowance** and costs and expenses of expert witnesses reasonably incurred by the **Lawyer**, subject to the **Fee Limit** set out in the **Declarations**, with the **Underwriting Manager's** prior written consent;
 - (ii) all costs reasonably and properly incurred by the **Underwriting Manager** and the costs of providing the **Telephone Legal Advisory Service** to the **Insured**;
 - (iii) costs incurred by other parties to which the **Insured** is held liable in court or tribunal proceedings to pay or which the **Insured** agrees to pay with the **Underwriting Manager's** prior written consent but excluding any costs which the **Insured** may be ordered to pay by a court or tribunal adjudicating on **Criminal or Statutory Proceedings**.
- 12.18 **"Minimum Sum in Dispute"** means the amount specified in the **Declarations**.
- 12.19 **"Owner"** means a person or entity as more particularly defined under the relevant legislation pertaining to the management duties of the **Insured** and who is shown as the owner or leaseholder of a unit in the register of a land title office.
- 12.20 **"Policy Period "** means the period as specified in the **Declarations**.
- 12.21 **"Premium"** means the amount specified in the **Declarations**.
- 12.22 **"Professional Duty"** means contractual, tortious or fiduciary duties owed to or by the **Insured** to or by another company, partner, firm or individual or a director or employee thereof

in connection with the provision of professional services or advice, for which there is a requirement to have professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission.

- 12.23 **"Retroactive Date"** means the date specified in the **Declarations** after which the cause, event or circumstance giving rise to a claim or legal proceeding by or against the **Insured** must have occurred.
- 12.24 **"Sum in Dispute"** means the sum in dispute between the **Insured** and a **Contracting Party**.
- 12.25 **"Telephone Legal Advisory Service"** means the telephone advisory service stipulated in the **Declarations which can be used by the Insured**.
- 12.26 **"Territorial Limits"** means as specified in the **Declarations**.
- 12.27 **"Underwriting Manager"** means the company stipulated in the **Declarations** or appointed subsequently by the **Insurer** which is authorised to handle and administer claims under this Policy on the **Insurer's** behalf and to whom any notification of a claim must be made.
- 12.28 **"Witness Attendance Allowance"** means costs not to exceed \$250 per day or \$2500.00 **Any One Claim** when any individual within the defined term of **Insured** is absent from work consequent upon attending a court or tribunal hearing of a claim to which the **Underwriting Manager** has given written consent under this Policy.

Commercial Legal Expense for Condominium/Strata Corporations

Co-insurance: 10% co-insurance will apply to all claims under Insuring Clause 1.6 (Contract Disputes) where **Legal and Professional Expenses** exceed \$ 10,000

Fee Limit: Legal fees of the Insured's Lawyer up to the maximum hourly rate of \$ 350.00 per hour

*Notwithstanding the Limits of Indemnity listed, Legal Expenses are subject to the **Fee Limit** listed above. Any legal fees charged in excess of \$ 350.00 per hour are the Insured's responsibility.

Any **Legal Expenses** the Insured incurs without the Insurer's prior consent will not be covered.
Call 1-800-804-9127 before consulting a Lawyer.

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

\$500 Excess (or "Deductible") Any One Claim with respect to Legal Expense other than the Telephone Legal Advisory Service.

Territorial Limits: Canada

Minimum Sum in Dispute: \$ 5,000.00 - applicable to Insuring Clause 1.6 (Contract Disputes) only

Retroactive Date: Initial inception when legal expense was included in the Declarations

Telephone Legal Advisory Service: A Legal Advisory Service is provided during normal business hours in conjunction with this insurance. To contact the Telephone Legal Advisory Service, please phone 1-800-804-9127 or email scor@dolden.com.

You should have your policy number available on request.

Direct Claims to: International Programs Group
123 Front Street West, Suite 911
Toronto, ON M5J-2M2

Telephone: 1-855-636-0199

Email: legalexperience@ipgclaims.com

Any **Legal Expenses** incurred without the Insurer's prior written consent will not be covered.

Cyber Risks Exclusion

(for attachment to Legal Expenses forms)

This Policy does not cover **Legal Expenses** for, incurred as a result of, or arising out of a **Cyber Act** or **Cyber Incident**.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

LMA5484

13 November 2020

COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable 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 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 insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

25 March 2020

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03

NMA2962

Sanctions Limitation Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100A

5 October 2023

SERVICE OF SUIT CLAUSE (CANADA)
(Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney in Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8

LMA5028B

15 April 2022

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

The business insured/reinsured herein meets the necessary conditions to qualify as, and is being transacted as, "insuring in Canada a risk" in accordance with Part XIII of the *Insurance Companies Act* (Canada).

01/11/11

LMA5185

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

E-mail: info@lloyds.ca

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

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

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

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

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

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

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

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

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

www.fcac-acfc.gc.ca

10/20
LSW1542F

NOTICE CONCERNING PERSONAL INFORMATION

Introduction:

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

Consent to Collection:

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

How we Collect Information:

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

What personal information we process about you and how it is used:

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

We collect, process, and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit www.lloyds.com . Further details can be found on our online Privacy & Cookies policy at [Privacy - Lloyd's \(lloyds.com\)](http://Privacy - Lloyd's (lloyds.com))

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

Who we disclose your information to:

For our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

Use or disclosure without consent or further notification

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- Interest of the individual: When it is clearly used for your benefit.

- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

Retention

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

Your rights

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

The right to access

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

The right to rectification

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

The right to be forgotten

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

The right to data portability

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

The right to withdraw consent

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

How to access your information and/or contact us

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contact:

Lloyd's Underwriters
Attention: Nicole Seymour, Privacy Officer
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,
P.O. Box 51 Toronto, Ontario M5J 2J2
Tel: 1-416-360-1512
E-mail: LloydsCanada@lloyds.com

08/23
LSW1543E

Code of Consumer Rights and Responsibilities

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

Right to Be Informed

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

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

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

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

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

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

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

STATUTORY CONDITIONS

(British Columbia)

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

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

Material change in risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.

- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5,
 - or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

- 5. (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
 - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

- 6.
 - (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the insurer,
 - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) stating the amount of other insurances and the names of other insurers,

- (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
 - (a) by the agent of the insured, if

- (i) the insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

- 9.
 - (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
 - (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

- 10. After loss or damage to insured property, the insurer has
 - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
 - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
 - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the insurer.

When loss payable

12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

01/07/12

LSW1815

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE –
PHYSICAL DAMAGE – DIRECT

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused. *NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*NOTE. – If Fire is not an insured peril under this Policy the word "NEVERTHELESS" to the end of the clause does not apply and should be disregarded.

7/5/59

NMA1191 (amended)

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

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

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

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

EDRE

NMA2802

17/12/1997

WAR AND TERRORISM EXCLUSION ENDORSEMENT

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

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

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

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

NMA2918

08/10/2001