



Commercial Insurance Policy

Renewal

Prepared especially for
Owners of Strata Plan VIS4008
through the facilities of
SeaFirst Insurance Brokers Ltd

COMMERCIAL INSURANCE POLICY

SUBSCRIPTION POLICY

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



Policy No. LPC2101798

Declarations

Effective 11/15/2024

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

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

PURPOSE OF THIS DOCUMENT

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

THE COVERHOLDER

SeaFirst Insurance Brokers Ltd
7178 West Saanich Road
Brentwood Bay, British Columbia V8M 1R3

Main: (877) 655-1141
Web Site: www.seafirstinsurance.com

Fax: (250) 652-4427

SUB-AGENT OR SUB-BROKER

SeaFirst Insurance Brokers
A1 - 9769 5th Street
Sidney, British Columbia V8L 2X1

Main: (250) 656-9886

Fax: (250) 656-9406

NAMED INSURED AND POSTAL ADDRESS

Owners of Strata Plan VIS4008
c/o Barbara Fabian
1508 Fernwood Road
Victoria, British Columbia V8V 4P8

VIS4008-01

LOCATION OF RISK

1060 Southgate Street, Victoria, British Columbia V8V 2Z2

PERIOD OF INSURANCE

From November 15, 2024 to November 15, 2025
(12:01 a.m. standard time at the Postal Address of the Insured)

FORM OF BUSINESS

Corporation

DESCRIPTION OF BUSINESS OPERATIONS

9 Unit Residential Strata Complex; Directors and Officers Liability

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

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

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

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

Agreement No.

NEW ANNUAL PREMIUM ▶

\$7,914

B2429BW2400007

PER

PREMIUM PAYABLE (EXCL. APPL. TAXES) ▶

\$7,914

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SUMMARY OF INSURANCE COVERAGE AND ANNUAL PREMIUMS

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

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LIST OF SUBSCRIBING COMPANIES

(SUBJECT TO CONDITIONS IN LSW1554 AND LSW1550A)

THE INSURERS AND COVERAGES INSURED	SUM(S) INSURED OR PERCENTAGE(S)	PREMIUM	FLAT CHARGE PREMIUM	AUTHORIZED REPRESENTATIVE
Property				
Certain Underwriters at Lloyd's of London England (MS Amlin Underwriting Limited 2001) under Agreement No. B2429BW2400007	24.0%	\$1,477		_____
Certain Underwriters at Lloyd's of London England under Agreement No. B2429BW2400473	2.0%	\$123		_____
Certain Underwriters at Lloyd's of London England (Tokio Marine Kiln Syndicates Limited 0510) under Agreement No. B2429BW2400747	12.0%	\$738		_____
Certain Underwriters at Lloyd's of London England (Liberty Managing Agency Limited 4472) under Agreement No. B2429BW2401753	3.0%	\$184		_____
Certain Underwriters at Lloyd's of London England (Dale Managing Agency Limited 1729) under Contract No. B2429BW2403826	9.0%	\$553		_____
Certain Underwriters at Lloyd's of London England under Agreement No. B2429BW2407095	10.0%	\$615		_____
Certain Underwriters at Lloyd's of London England under Agreement No. B2429BW2407632	8.0%	\$492		_____
Certain Underwriters at Lloyd's of London, England under Agreement No. B2429BW2408038	9.0%	\$553		_____
Certain Underwriters at Lloyd's of London England under Agreement No. B2429BW2408049	7.0%	\$430		_____
Certain Underwriters at Lloyd's of London England under Agreement No. B2429BW2408598	16.0%	\$984		_____
Total Property	100.0%	\$6,149		
Legal Expense				
Certain Underwriters at Lloyd's of London, England (SCOR Managing Agency Ltd 2015) under Agreement No. B2429BW2407615	100.0%	\$180		_____

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(SUBJECT TO CONDITIONS IN LSW1554 AND LSW1550A)

THE INSURERS AND COVERAGES INSURED

	SUM(S) INSURED OR PERCENTAGE(S)	PREMIUM	FLAT CHARGE PREMIUM	AUTHORIZED REPRESENTATIVE
Crime				
Certain Underwriters at Lloyd's of London England (MS Amlin Underwriting Limited 2001) under Agreement No. B2429BW2400007	100.0%	Incl		_____
Liability				
Certain Underwriters at Lloyd's of London England under Agreement No. B2429BW2400473	100.0%	\$850		_____
Directors & Officers Liability				
Certain Underwriters at Lloyd's of London England (MS Amlin Underwriting Limited 2001) under Agreement No. B2429BW2400007	100.0%	\$400		_____
Cyber				
Certain Underwriters at Lloyd's of London England (Tokio Marine Kiln Syndicates Limited 0510) under Agreement No. B2429BW2400747	100.0%	\$140		_____
Terrorism				
Certain Underwriters at Lloyd's of London England (Tokio Marine Kiln Syndicates Limited 0510) under Agreement No. B2429BW2400747	100.0%	\$55		_____
Pollution Liability				
Certain Underwriters at Lloyd's of London England (Liberty Managing Agency Limited 4472) under Agreement No. B2429BW2401753	100.0%	\$140		_____
Other				
Certain Underwriters at Lloyd's of London England (MS Amlin Underwriting Limited 2001) under Agreement No. B2429BW2400007	100.0%	Incl		_____
Total Policy Premium			\$7,914	

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SUBSCRIPTION POLICY

LSW1554

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

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

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

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

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

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

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

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

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

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

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

LSW1550A

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

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

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

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters 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
Property				
PAP1 (7/18)	Property of Every Description (Broad Form)	5,000	90%	
	At Loc 1 (1060 Southgate Street, Victoria, British Columbia)	5,000	90%	
	Building	5,000	90%	
	1 Building	5,000	90%	1,838,000
	Building at newly acquired locations			500,000
	Special Provisions Applicable to Condominiums			
SFP061	Underground Services Extension	5,000		
PE1 (7/18)	Replacement Cost Endorsement			
PE2	Stated Amount Co-Insurance Extension - subject to a current appraisal			
PE3 (7/18)	Building Inflation Protection Endorsement			
PE4 (7/18)	Building By-laws Endorsement			
PE8 (7/18)	Sewer Backup Endorsement	10,000		
SFP060	Water Damage Deductible	10,000		
PE9 (8/18)	Flood Endorsement	25,000		
PE10 (7/18)	Earthquake Shock Endorsement			1,838,000
	Deductible percentage	20%		
	Deductible minimum amount	100,000		
PE14 (7/00)	Extended Pollution Cleanup Extension			25,000
PE16 (8/04)	Consequential Loss Coverage Extension (Including Off Premises Power)			
	Sub-limit			50,000
PE18 (7/00)	Property on Loan, Rental or Demonstration Extension			25,000
PE22 (2/01)	Fire Department Service Charges Extension			
	Annual aggregate limit			25,000
PE23 (5/01)	Commercial Condominium Unit Owners Extension			
	At Loc 1 (1060 Southgate Street, Victoria, British Columbia)			
	Condominium unit owners - Loss assessment	5,000		100,000
PE26 (5/01)	Personal Property of Officers and Employees Increased Limit Extension			10,000
PE27 (5/01)	Automatic Fire Suppression System Recharge Expenses Extension			
PE28 (5/01)	Master Key Coverage Extension	250		10,000
PE48 (5/05)	Fees to Substantiate Loss Extension			10,000
SFP021	Glass and Sign Extension	250		
SFP081	Identity Theft Endorsement			25,000
SFP082	Cost to Prepare Proof of Loss Extension			25,000
SFP084	Expediting Expense Extension			50,000
SFP085	Deferred Sales Extension			50,000
SFP086	Home Office Extension Extension			10,000
SFP089	Closure by Order of Civil Authority - 2 weeks			
SFP087	Building Damage by Theft Endorsement	5,000		10,000
SFP080	Catch-all Clause Endorsement			50,000
SFP088	General Purpose Endorsement - Jewellery Limit			

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
B&M-1	Boiler & Machinery / Equipment Breakdown - Data Processing Equipment Included - Office Equipment Included - Electronic Equipment Included	5,000		1,838,000
PA4 (7/00)	Valuable Papers and Records (Broad Form) Blanket All Locations			50,000
PA5 (7/00)	Accounts Receivable (Broad Form) Blanket All Locations			50,000
BA17 (8/04)	Extra Expense (Broad Form) Blanket All Locations Limit of liability restriction For first month - 100%			50,000
BE4 (7/18)	Off Premises Services Interruption Endorsement Waiting period in hours - 48			

Legal Expense

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

Crime

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

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
L1 (2/21)	Commercial General Liability (Occurrence Form) (IBC 04/98)			
	Products-completed operations included			
	Aggregate limit			
	Applies to products-completed operations only			5,000,000
	Each occurrence limit			5,000,000
	Personal injury limit			5,000,000
	Tenants' legal liability limit - Any one premises			250,000
	Medical expense limit - Any one person			1,000
	Medical expenses limit - Each Occurrence Limit			10,000
LE7 (7/00)	Tenants' Legal Liability Extension (Broad Form)			
LE8a (10/05)	Advertising Liability Extension			
	Advertising injury limit			3,000,000
	Advertising aggregate limit			3,000,000
LE12a (10/05)	Volunteers as Insureds Extension			
LE39 (7/18)	Broad Form Completed Operations			
LD3a (7/18)	Combined Deductible Endorsement (Bodily Injury and Property Damage)			
	Per occurrence	2,500		
LX5a (7/00)	Professional Services Exclusion			
LX6 (10/05)	Blasting, Pile Driving, Weakness of Support Exclusion			
1453E1292	Incidental Malpractice Endorsement			
1441E1292	Condominium Corporation Endorsement			
LX32	Pollution Exclusion			
SFL226	Liability Wording Amendment			
L14 (5/01)	Non-Owned Automobile Liability			5,000,000
LE25 (5/01)	Contractual Liability Extension (SEF 96)			
LE26 (5/01)	Legal Liability for Damage to Hired Automobiles Extension (SEF 94)			
	Collision or upset	2,500		50,000
	Comprehensive	2,500		50,000
SFDO20	Strata and Non Profit Directors and Officers Policy			1,000,000
	Prior and Pending Litigation Date: November 15 1996			
	Notify Claims to: MS Amlin, c/o SeaFirst Insurance Brokers Ltd. 7178 West Saanich Road, Brentwood Bay, BC V8M 1R3			
	Dedicated Additional Limit of Liability for Insured Person: \$1,000,000.			
	Workplace Violence Expenses Limit: \$250,000.			
	Crisis Consulting Expenses Limit: \$100,000.			

Cyber

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
SFCYB/16-1	Limited Cyber Liability Aggregate	2,500		100,000
	Customer Notification Sublimit	2,500		5,000
	Public Relations Expense Sublimit	2,500		5,000
	Retroactive Date: November 15, 2017			
	Time Retention: 48 Hours			
SFCYB/19-E1	Cyber Endorsement			
	1.A. Business Interruption - Rentention \$2,500/12hours whichever is greater			100,000
	1.B. Digital Asset Destruction	2,500		100,000
	1.C. Incident Response Expenses	2,500		100,000
	2.A. Regulatory Defense and Penalties	2,500		100,000
	2.B. Payment Card Industry Fines and Expenses	2,500		100,000
	2.C. Security and Privacy Liability	2,500		100,000
	2.D. Multimedia Liability	2,500		100,000
	Terrorism			
NMA2918-W	Terrorism Endorsement	1,000		500,000
	Pollution Liability			
SEIL2015	SeaFirst Strata EIL Endorsement 2015			
	Limit of Liability - each loss and in the aggregate			1,000,000
	Deductible: each and every claim	2,500		
	Other			
LMA3100	Sanction Limitation and Exclusion Clause			
LMA3200	Sanction Suspension Clause			
LMA5018	Microorganism Exclusion - Absolute			
LMA5019	Asbestos Endorsement			
LMA5022	Law and Jurisdiction			
LMA5028B	Service of Suit Clause (Canada)			
LMA5062	Fraudulent Claim Clause			
LMA5096 (8/12)	Several Liability Clause			
LMA5190A (10/20)	Canada Subscription Policy			
LMA5288	Nuclear and Radioactive Contamination Exclusion (Property)			

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
LMA5393	Communicable Disease Endorsement - Property			
LMA5396	Communicable Disease Endorsements - Liability			
LMA5398	Infectious or Contagious Disease Exclusion			
LMA5401	Property Cyber & Data Exclusion			
LMA5484	Cyber Risks Exclusion - Legal Expenses forms			
LMA5528	Cyber and Data Exclusion - Liability			
LMA5564	War, Cyber War and Cyber Operation Exclusion			
O10 (8/04)	Illegal Substance Exclusion			
LW002/18	Asbestos Exclusion			
LW003/18	Mould Exclusion			
R1 (12/09)	Additional Agreements and Conditions			
R2 (7/00)	Business Income General Policy Conditions			
R3 (8/04)	Commercial Crime General Conditions and Definitions			
R8 (8/04)	Fungi and Fungal Derivatives Exclusion			
R9 (1/08)	Mould, Fungus or Microbial Contamination Exclusion			
NMA464	War and Civil War Exclusion			
NMA1331	Cancellation Clause			
NMA1622	Radioactive Contamination Exclusion			
NMA2340	Seepage & Pollution & Contamination Exclusion			
NMA2802	Electronica Date Recognition Exclusion (EDRE)			
NMA2918	War and Terrorism Exclusion Endorsement			
NMA2920	Terrorism Exclusion			
NMA2962	Biological or Chemical Material Exclusion			

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
LSW1001 (8/94)	Several Liability Clause			
LSW1135B	Lloyd's Privacy Policy Statement			
LSW1192A	Statutory Conditions (Fire)			
LSW1193A	Statutory Conditions and Additional Agreements			
LSW1542F (10/20)	Lloyd's Policyholders' Complaint Protocol			
LSW1543E	Privacy: Notice Concerning Personal Information			
LSW1548D	Standard Declarations			
LSW1554	Subscription Policy			
LSW1565C (10/12)	Lloyd's Underwriters Code of Consumer Rights & Responsibilities			
LSW1589	Avian Influenza and SARS Exclusion Clause			
LSW1815 (7/12)	Statutory Conditions (British Columbia)			
LSW5185	Made In Canada Clause			
R7 (3/02)	Short Rate Cancellation Table			

Annual Premium:

\$7,914

STRATA Corporations
COMMERCIAL LEGAL EXPENSE ENDORSEMENT #1

Insuring Clauses 1.1-1.6

Basic Cover

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

Standard Cover

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

Enhanced Cover

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

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

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

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

SeaFirst Insurance Brokers Ltd.
claims@seafirstinsurance.com
1-877-655-1141

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

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

Territorial Limits: Canada.

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

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

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

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

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

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

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

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

Sanctions Suspension Clause

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

LMA3200

5 October 2023

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.

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CONDITIONS

The conditions as set out below apply to all of the perils insured by this policy either as STATUTORY CONDITIONS or as contractual conditions as the law may require.

STATUTORY CONDITIONS/CONDITIONS

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 of 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. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein 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 Act* (Canada) or change of title by succession, by operation of law, or by death.

Material Change

4. Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

Termination

5. 1. This contract may be terminated,
 - (a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - (b) by the insured at any time on request.
2. Where this contract is terminated by the insurer,
 - (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

3. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of the premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
4. The refund may be made by money, postal or express company money order or cheque payable at par.
5. The fifteen days mentioned in clause 1(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss

6. 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) forthwith give notice thereof in writing to the insurer;
 - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of 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) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

Who May Give Notice and Proof

8. Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Salvage

9.
 1. The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
 2. The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

10. After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

When Loss Payable

12. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement

13.
 1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
 2. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

* Two years in the Province of Manitoba and the Northwest and Yukon Territories.

Saskatchewan Statutory Condition 14 is repealed. See The Limitations Act, S.S. 2004, c.L-16.1.

Notice

15. Any 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. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL CONDITIONS

Notice to Authorities

1. Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereat, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

No Benefit to Bailee

2. It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.

Pair and Set

3. In the case of loss of or damage to any article or articles, whether scheduled or unscheduled which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

Parts

4. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

Sue and Labour

5. It is the duty of the insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

Basis of Settlement

6. Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

Subrogation

7. The insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. 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 shall be divided between the Insurer and the Insured in the proportions in which the

loss or damage has been borne by them respectively.

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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

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://www.lloyds.com/privacy)

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

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Lloyd's Underwriters Code of Consumer Rights & LSW1565C 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.