

Commercial Package Enhancement Endorsement - Summary of Extensions

Coverage	Limit of Liability
1 Accounts Receivable	\$ 50,000
2 Business Interruption – Contingent Property (Contributing and Recipient).....	\$ 25,000
3 Brands and Labels.....	\$ 25,000
4 Building Bylaws (In excess of the amount of insurance).....	\$ 100,000
5 Building Damage By Theft.....	\$ 25,000
6 Contents in the Custody of a Sales Representative	\$ 10,000
7 Contents at Temporary Locations.....	\$ 50,000
8 Contractors Equipment – 5 Year Replacement Cost.....	Included
9 Conviction Reward	\$ 10,000
10 Debris Removal (In excess of the amount of insurance)	\$ 100,000
11 Deductible Waiver	Included
12 Electronic Data Processing Equipment and Media Including Systems Breakdown Coverage	\$ 25,000
13 Exhibition Coverage	\$ 25,000
14 Exterior Building Glass	Included
15 Exterior Paving	\$ 50,000
16 Extra Expense	\$ 50,000
17 Fine Arts – Any One Occurrence.....	\$ 25,000
Fine Arts – Maximum Limit Per Item.....	\$ 5,000
18 Fire Department Expenses.....	\$ 50,000
19 Fire Suppression System Recharge.....	\$ 25,000
20 Furs, Fur Garments, Jewels, Jewellery, Costume Jewellery, Watches & Precious Stones	\$ 5,000
21 ‘Green’ Environment Extension	\$ 100,000
22 Growing Plants, Trees, Shrubs or Flowers In The Open – (Per Occurrence).....	\$ 25,000
Growing Plants, Trees, Shrubs or Flowers In The Open - (Per Item)	\$ 1,000
23 Identity Theft.....	\$ 25,000
24 Infestation.....	\$ 25,000
25 Inflation Protection.....	Included
26 Installation Floater	\$ 10,000
27 Land and Water Pollution Clean-up – Insured Premises	\$ 25,000
28 Master Key / Lock Repair or Replacement.....	\$ 25,000
29 Money and Securities – Peak Season Increase	25%
30 Mortgage Rate Guarantee.....	\$ 50,000
31 Newly Acquired Locations – Buildings (30 Days Reporting).....	\$ 1,000,000
Newly Acquired Locations – Contents (30 Days Reporting).....	\$ 500,000
32 Newly Acquired Property – Buildings (60 Days Reporting).....	\$ 500,000
Newly Acquired Property – Contents (60 Days Reporting).....	\$ 500,000
33 Off-Premises Utilities Interruption	\$ 25,000
34 Parcel Post.....	\$ 10,000
35 Personal Property of Officers, Employees, Volunteers and Visitors – Any One Occurrence.....	\$ 50,000
Personal Property of Officers, Employees, Volunteers and Visitors – Per Person	\$ 2,500
36 Professional Fees.....	\$ 50,000
37 Property in Transit.....	\$ 10,000
38 Rental Reimbursement.....	\$ 10,000
39 Removal	Included
40 Removal of Windstorm Debris.....	\$ 50,000
41 ‘Safety Net’ Clause – (applicable to certain extensions only – see wording for details).....	\$ 25,000
42 Signs	\$ 15,000
43 Stock – Peak Season Increase	25%
44 Stock Spoilage.....	\$ 25,000
45 Tool Floater	\$ 2,500
46 Tool Floater – 5 Year Replacement Cost	Included
47 Valuable Papers	\$ 50,000
48 3 D Crime Coverage	
Employee Dishonesty.....	\$ 5,000
Loss Inside the Premises	\$ 5,000
Loss Outside the Premises.....	\$ 5,000
Money Orders and Counterfeit Paper Currency	\$ 5,000
Depositors Forgery.....	\$ 5,000
Computer Theft and Funds Transfer Fraud	\$ 5,000

Commercial Package Enhancement Endorsement

Words and phrases in quotation marks have special meaning, and are defined below or in the Form(s) to which this endorsement is attached.

Extensions of coverage specific to this endorsement are subject to all the terms, definitions, limitations, deductibles, insured perils, provisions and other conditions of the Commercial Property Broad Form to which this endorsement is attached unless otherwise stated herein. If an extension of coverage provided under this form is more specifically insured elsewhere in this policy to which this form is attached, the extension of coverage under this form does not apply.

If a coverage limit provided in this endorsement has a limit greater than the Commercial Property Broad Form, the limit under this endorsement will replace the limit shown in the Commercial Property Broad Form unless otherwise specified.

The Co-insurance clause specified in this form to which this endorsement is attached applies to the following extensions of coverage:

- Building By-Laws
- Debris Removal
- Removal of Windstorm Debris
- Stock Spoilage

1 Accounts Receivable

The insurance under this policy is extended to insure:

- a all sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable;
- b collection expense in excess of normal collection cost and made necessary because of the loss or damage;
- c interest charges on any loss to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
- d other expenses, when reasonably incurred by the Insured in re-establishing records of accounts receivable following such loss or damage.

Basis of settlement: When there is proof that a loss covered by this Extension has occurred but the Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Insured's monthly statements and shall be calculated as follows:

- a determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
- b calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve months immediately preceding with such average for the same months of the preceding year;
- c the amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
- d the amount determined under (c) above shall be increased or decreased in conformity of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured. All unearned interest and service charges shall be deducted.

This extension of coverage is limited to a maximum recovery of \$50,000 in any one occurrence.

2 Business Interruption – Contingent Property (Contributing and Recipient)

The Insurance under this policy is extended to indemnify the Insured for the actual loss of Business Income sustained due to the necessary suspension of operations as the result of direct physical loss or damage caused by an insured peril on the Commercial Property Broad Form to a contingent property located anywhere in Canada or the continental United States.

A contingent property, for the purpose of this extension, is defined as either a contributing property upon which the operation at the described premises depends to deliver materials or services to or a recipient property upon which the operation at the described premises depends to receive materials or services from.

This does not include any property owned, controlled or occupied by the insured or any public utility which furnishes heat, power or gas to the insured.

This extension is limited to a maximum recovery of \$25,000 in any one occurrence.

3 Brands and Labels

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

This extension is limited to a maximum recovery of \$25,000 in any one occurrence.

4 Building By-Laws

The Insurance under this policy is, without increasing the amount of insurance, and only as a result of an insured peril, extended to indemnify the Insured for:

- a loss occasioned by the demolition of any undamaged portion of the buildings or structures;
- b the cost of demolishing and clearing the site of any undamaged portion of the buildings or structures;
- c any increase in the cost of repairing, replacing, constructing or reconstructing the "building" on the same site or an adjacent site, of like height, floor area and style, and for like occupancy arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which:
 - (i) regulates zoning or the demolition, repair or construction of damaged buildings or structures;
 - (ii) is in force at the time of such loss or damage.

The Insurer shall not be liable under this endorsement for loss occasioned by the enforcement of any by-law, regulation, ordinance or law which prohibits an Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy.

In addition to the amount of insurance provided under the "building" coverage, this extension will provide an additional coverage limit of \$100,000 maximum recovery in any one occurrence.

5 Building Damage By Theft

The insurance under this policy is extended to cover damage (except by fire) to that part of a "building" occupied by the Insured directly resulting from theft or any attempt thereat and from vandalism or malicious acts committed on the same occasion, provided the Insured is not the owner of such "building" or is liable for such damage and the "building" is not otherwise insured hereunder.

This extension is limited to a maximum recovery of \$25,000 in any one occurrence.

6 Contents in the Custody of a Sales Representative

The insurance under this policy is extended to cover "contents" whether in transit or otherwise, within Canada and continental United States of America, while in the custody of a sales representative or the Insured.

This extension of coverage is limited to a maximum recovery of \$10,000 in any one occurrence.

7 Contents at Temporary Locations

The insurance under this policy is extended to cover "contents" other than at a specified location except while in transit or outside Canada and the continental United States of America. There shall be no liability under this item at any location owned, rented or controlled in whole or in part by the Insured.

This extension is limited to a maximum recovery of \$50,000 in any one occurrence.

8 Contractors Equipment – 5 Year Replacement Cost

- a The Insurer agrees to amend the basis of settlement from actual cash value to "replacement cost" subject to the following conditions:
 - (i) The equipment is not more than five (5) years old;
 - (ii) This endorsement does not apply to tires and batteries nor betterments resulting from repair or replacement of parts having prior unrepaired damage;
 - (iii) "Replacement" shall be effected by the Insured with due diligence and dispatch;
 - (iv) Settlement on a "replacement cost" basis shall be made only when the replacement has been effected by the Insured and in no event shall it exceed the amount actually and necessarily expended for such replacement, nor shall it exceed the applicable limit of insurance;
 - (v) Failing compliance by the Insured with any of the foregoing provisions settlement shall be made as if this endorsement had not been in effect;
 - (vi) Any other insurance effected by or on behalf of the Insured in respect of the perils insured against by this Policy on the equipment to which this endorsement is applicable shall be on the basis of "replacement cost" as defined herein;
 - (vii) This endorsement applies separately to each item insured.
- b Any reference to actual cash value in a co-insurance clause in this Policy is deemed to be a reference to "replacement cost" of the equipment insured.

- c In this endorsement:
 - (i) "replacement cost" means the cost of replacing, repairing, constructing, or re-constructing (whichever is the least) with new equipment of like kind and quality without deduction for depreciation; and
 - (ii) "replacement" includes repair, construction or re-construction with new equipment of like kind and quality.
- d In the event that new equipment of like kind and quality is not obtainable, new equipment which is as similar as possible to that destroyed and which is capable of performing the same function shall be deemed to be new equipment of like kind and quality for the purposes of this endorsement.

9 Conviction Reward

We will pay for information which leads to a conviction of arson, vandalism, burglary or robbery or attempt thereof, in connection with a loss to Insured Property at the described "premises".

The maximum payable will not be increased regardless of the number of persons providing information. The Insured, and officers and partners thereof are not eligible for this reward. No deductible applies to this coverage.

This extension is limited to a maximum recovery of \$10,000.

10 Debris Removal

The Insurer will indemnify the Insured for expenses incurred in the removal from the "premises" of debris of the property insured occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this policy.

This extension provides coverage for additional debris removal expense limited to a maximum recovery of \$100,000 in any one occurrence, over and above the limits set out in the Commercial Property Broad Form.

11 Deductible Waiver

The deductible shown on the Declarations Page will be waived **on fire claims only** if the insured value of the claim is greater than \$10,000, or 5 times the deductible for the applicable coverage (whichever is greater), unless otherwise indicated on the Declarations Page.

12 Electronic Data Processing Equipment and Media Including System Breakdown Coverage

The insurance under this policy is extended to insure against direct physical loss or damage by an insured peril to electronic data processing equipment including their component parts, and "electronic media" at the "premises".

This extension does not insure:

- a any data processing media which cannot be replaced with other of like kind and quality;
 - b loss that is covered by a manufacturer's warranty or service contract except for loss that is in excess of the amount received by the Insured from the warranty or service contract;
 - c loss or damage caused directly or indirectly by programming errors or faulty machine instructions.
- This extension provides systems breakdown coverage, to electronic data processing and word processing equipment including their components parts, and "electronic media" at the "premises", as described below:
The Insurer agrees to insure against loss, damage, or expense resulting from or caused by:
- (i) mechanical breakdown, machinery breakdown, or media failure while said media is being run through the electronic data processing system;
 - (ii) short circuit, blow-out or other electrical or magnetic disturbance, other than lightning, within electrical equipment, apparatus or devices;
 - (iii) electric or magnetic injury, disturbance or erasure of electronic recordings.

This extension is limited to a maximum recovery of \$25,000 in any one occurrence.

13 Exhibition Coverage

The insurance under this policy is extended to insure "contents" while temporarily on exhibition at any location not owned by the Insured in Canada or the continental United States of America including while in transit to and from such locations.

This extension is limited to a maximum recovery of \$25,000 in any one occurrence.

14 Exterior Building Glass

The insurance under this policy is extended to insure damage to exterior (plate) glass or vitrolite and any lettering, ornamentation or burglar alarm foil thereon, caused by breakage or by chemicals accidentally or maliciously applied when such glass forms part of a "building" occupied or owned by the Insured and includes necessary expenses incurred to:

- a board up openings or install temporary plates if repair or replacement of the damaged building glass or vitrolite is delayed; and
- b remove or replace any fixtures or other obstructions to the replacement of the damaged building glass or vitrolite. This does not include expenses incurred to remove or replace window displays.

15 Exterior Paving

The insurance under this policy is extended to insure for damage to roadways, walkways, paving lot surfaces and other exterior paved surfaces outside the insured "building" and located on Insured "premises" as per the "Declaration Page".

This extension is limited to a maximum recovery of \$50,000 in any one occurrence.

16 Extra Expense

The insurance under this policy is extended to indemnify the Insured for the extra expense necessarily incurred by the Insured to continue normal business services and operations which are interrupted as a result of loss by a peril insured against to insured "Property" and only for the period of time required with the exercise of due diligence and dispatch to repair, rebuild or replace the damaged or destroyed insured property to restore normal business service and operations.

This extension is limited to a maximum recovery of \$50,000 in any one occurrence.

17 Fine Arts

The insurance under this policy is extended to indemnify the Insured against all risks of direct physical loss or damage to Fine Arts, while such "property" is at the "premises" insured on the "Declarations Page".

This extension does not insure:

- a breakage of glassware, statuary, marbles, bric-a-brac, porcelains and other fragile articles, unless caused directly by fire, earthquake, explosion, falling object striking the exterior of a building, flood, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by accident to land, water or air conveyances, or by theft or attempt thereat;
- b loss or damage caused directly or indirectly by any repairing, restoration or retouching process.

Fine Arts include paintings, etchings, pictures, tapestries, and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass and bric-a-brac) or other articles of rarity, historical value or artistic merit.

This extension is limited to a maximum recovery of \$25,000 in any one occurrence with a maximum recovery of \$5,000 on any one item.

18 Fire Department Expenses

The insurance under this policy is extended to indemnify the Insured's liability for fire department charges incurred for attending the "Premises" insured under the policy to save or protect insured "Property" from loss or damage, or further loss or damage from an Insured Peril.

This extension is limited to a maximum recovery of \$50,000 in any one occurrence.

19 Fire Suppression System Recharge

The insurance under this policy is extended to insure any fire suppression system recharge expense incurred by the Insured due to the leakage or discharge of the fire suppressant within any automatic fire suppression system at the "premises" where such discharge or leakage is caused by or results from an insured peril.

This extension is limited to a maximum recovery of \$25,000 in any one occurrence.

20 Furs, Fur Garments, Jewels, Jewellery, Costume Jewellery, Watches, Pearls, & Semi-Precious or Precious Stones

The insurance under this policy is extended to insure furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, or precious and semi-precious stones for loss or damage from an insured peril. This extension does not apply to any loss or damage caused directly by "Named Perils", provided such perils are not excluded elsewhere as per the Form to which it attaches.

This extension is limited to a maximum recovery of \$5,000 in any one occurrence.

21 'Green' Environment Extension

This extension shall only be applicable to "building(s)" coverage and only if coverage to the "building(s)" is written on a "replacement cost" basis following the "replacement cost" terms and provisions as per the Form to which it attaches.

The insurance under this policy is extended to insure, at the request of the insured, new property of like kind and quality, which shall also include similar new property which is more energy efficient or has a better environmental emissions rating than that lost or damaged.

This extension does not apply to any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

This extension of coverage provides for reimbursements for any additional costs involved in such property, however, shall be limited to a maximum recovery of \$100,000 in any one occurrence.

22 Growing Plants, Trees, Shrubs Or Flowers In The Open

The insurance under this policy is extended to insure loss or damage to growing plants, trees, shrubs or flowers outside the building caused directly by "Named Perils" with the exception of windstorm or hail (as described in the form to which this endorsement is attached) or from theft or attempted theft.

This extension of coverage is limited to a maximum recovery of \$25,000 in any one occurrence and a maximum recovery of \$1,000 for each plant, tree, shrub or flower including any debris removal expense.

23 Identity Theft

The insurance under this policy is extended to include reimbursement of costs incurred by the insured entity resulting from Identity Fraud as defined and limited herein.

Definitions:

"You" and "your" in this wording have the same meaning as in the Definitions applicable to Section 1 of the policy to which this endorsement attaches.

Identity Fraud means the act or acts of knowingly transferring or using, without lawful consent or authority, your means of identity which constitutes a violation of any federal, provincial, territorial or municipal law.

Identity Fraud Occurrence means any act or series of acts of **Identity Fraud** by a person or group which results in an insured loss during the policy period.

All other definitions applicable to the policy to which this endorsement is attached are applicable.

Coverage

We insure, to a maximum of \$25,000 in total during the term of this policy, the following reasonable costs and expenses incurred by you as a result of an **Identity Fraud Occurrence**:

- a Reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors.
- b Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
- c The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders.
- d The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies.
- e Long distance telephone expenses to discuss an actual **Identity Fraud Occurrence** to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors.
- f Earnings lost resulting from necessary time away from your employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to \$300.00 per day to a maximum amount of \$3000.00.
- g Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an **Identity Fraud Occurrence**.
- h Reasonable legal fees incurred directly as a result of an **Identity Fraud Occurrence**, with prior notice to us for:
 - (i) The removal of any criminal or civil judgments wrongly entered against you.
 - (ii) To challenge the information in your consumer credit report.
 - (iii) The defense of lawsuits brought against you by businesses or their collection agencies.
- i Reasonable costs of obtaining up to two credit reports after an **Identity Fraud Occurrence** has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.
- j Fraudulent transfer or removal of funds from internet accessed bank accounts.

Loss or Damage Not Insured

We do not insure:

- a your fraudulent, dishonest, or criminal acts;
- b your own use of your identity or credit;
- c your commercial or business pursuits;
- d your intentional misuse of your identity or credit;
- e fraudulent, dishonest, criminal or intentional misuse of your identity by any resident of your household;

Nor do we insure the following:

- f Any losses covered by credit card insurance, bank insurance or other coverage available to you. This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to you has been exhausted.

Deductible

No deductible applies to this coverage.

Additional Conditions

- a In addition to the requirements outlined on the policy to which this endorsement attaches, you are required to contact your local law enforcement agency of an **Identity Fraud Occurrence**.

- b You must comply with all terms and requirements stipulated with the issuance of any bank or credit card including secure storage of PINs (Personal Identification Numbers) and personal information.
- c All costs incurred which are submitted for payment under this endorsement must be directly and solely as a result of the fraudulent use of your credit or identity, and/or the process subsequently required to restore your credit history or to contact merchants, financial institutions, or similar credit grantors and credit agencies relating to the theft of your identity or to a fraud perpetrated against you;
- d If you do not comply with (b) above, you will not be entitled to any coverage under this endorsement, and if any of your costs do not directly and solely result from the use or process described in 3(c) above, you will not be entitled to reimbursement for them.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions, statutory and additional conditions to which this form is attached apply.

24 Infestation

Item m in the Excluded Perils section of the Commercial Policy General Terms and Conditions is deleted and replaced with the following:

by birds, moths, vermin (including but not limited to skunks and raccoons), rodents (including but not limited to squirrels, rats and mice) except damage to building glass if glass breakage is provided by this policy;

This extension of coverage is limited to a maximum recovery of \$25,000 in any one occurrence.

25 Inflation Protection

It is agreed that:

- a the amount of insurance applicable to "building(s)" shall be increased during the policy period by the proportion by which the latest published Statistics Canada building Output Price Indexes (Non-Residential – Commercial Buildings) have increased since the last "premium due date";
- b at the "premium due date", the amount of insurance shall be increased automatically in accordance with the latest published Statistics Canada Construction Building Output Price Indexes (Non-residential – Commercial Buildings) and the appropriate premium charged;
- c if the amount of insurance applicable to "building(s)" is changed at the request of the Insured during the policy period, the effective date of this Endorsement is deemed to coincide with the effective date of such change;
- d if the policy insures two or more items, the foregoing shall apply separately to each item to which this Endorsement applies;
- e this Endorsement is not applicable if the "building" is "vacant" at the time of the loss.

26 Installation Floater

The insurance under this policy is extended to insure supplies, equipment and materials, except as excluded below, the property of the Insured or the property of others for which the Insured is legally liable, which the Insured has contracted to install or which will be used in completing an installation contract, anywhere in Canada or the continental United States, while such property is in transit to premises of installation or while at premises of installation, awaiting installation or while being installed, it being agreed that coverage on all property ceases when:

- a the Insured's interest ceases; or
 - b the property installed has been accepted as satisfactory, or
 - c the policy expires;
- whichever comes first.

Additional Exclusions: In addition to the exclusions under the form to which this endorsement is attached, this extension does not insure loss or damage:

- (i) to buildings, but building materials and supplies are covered until such time as they become a permanent part of any installation project completed by the Insured;
- (ii) to plans, blueprints, designs, specifications or any similar property;
- (iii) to tools and contractor's equipment of every description;
- (iv) to any installation or part thereof from the commencement of use for the purpose for which it was intended;
- (v) to property while in airborne transit, unless by schedule airlines;
- (vi) covered under any guarantee or warranty (expressed or implied) by any contractor, manufacturer or supplier, whether or not such contractor, manufacturer or supplier is an Insured under this extension.

This extension is limited to a maximum recovery of \$10,000 in any one loss, disaster or casualty either in case of partial or total loss or salvage or other charges or expenses or all combined.

27 Land and Water Pollution Clean Up Expenses – Insured Premises

The insurer will indemnify the Insured for expenses incurred to "clean up" "pollutants" from land or water on the "premises", provided the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of "pollutants":

- a is occasioned by loss or damage to "property" insured at the "premises" for which insurance is afforded under this Form to which this extension is attached;
- b is sudden, unexpected and unintentional from the standpoint of the Insured;
- c is required to be reported to a provincial authority;
- d first occurs during the policy period.

The Insurer will not be liable for:

- a expenses for "clean up" away from or beyond the "premises" resulting from any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" even if the "pollutants" emanated from the "premises";
- b expenses for "clean up" of any spill, discharge, emission, dispersal, seepage, leakage, migration or escape of "pollutants" that began before the effective date of this policy;
- c fines, penalties, punitive or exemplary damages;
- d expenses incurred for the "clean up" of "pollutants" at or from any "premises" site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste.

Additional Condition – Reporting Period: It is a condition precedent to recovering under this extension that all expenses insured under this extension be incurred and reported to the insurer within 180 days of the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of "pollutants" for which "clean up" expenses are being claimed.

The insurance afforded by this extension shall apply as excess over any other valid and collectible insurance available to the Insured or any other interested party.

This extension of coverage is limited to a maximum recovery of \$25,000 in any one occurrence.

28 Master Key / Lock Repair or Replacement

The insurance under this policy is extended to insure the cost of repairing (rekeying) the lock cylinders on the insured property, or if necessary, replacing the locks if the keys, electronic pass cards or access cards that control doors at the "premises" described on the "Declarations Page" are stolen provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

This extension of coverage is limited to a maximum recovery of \$25,000 in any one occurrence.

29 Money and Securities – Peak Season Increase

The insurance provided under the 3-D Crime Coverage (Extension 48 in this Form) includes the following increase:

The amount of insurance applicable to Money and Securities as shown in this policy is hereby increased by 25% to provide for seasonal variations.

This increase will only apply if the amount of insurance shown in this policy for Money and Securities coverage is at least 100% of the average value of the insured entity's bank deposits, during the lesser of:

- a the 12 months immediately preceding the date of loss; or
- b the period of time the insured entity has been in business as of the date of loss.

30 Mortgage Rate Guarantee

The insurance under this policy is extended to include any increase in a mortgage cost, on a monthly basis (including legal fees), required as a result of a total loss to insured "building(s)" where the mortgagor at the time of the loss closes the existing mortgage, requiring a new mortgage at a higher, competitive rate of interest.

Coverage is for the difference between the mortgage rate of interest in effect at the time of the loss and the new mortgage based on the outstanding mortgage balance. This amount is payable monthly.

This coverage will continue for:

- a the duration of the existing mortgage period in effect at the time of the loss, until its expiry;
 - b the insured relinquishes title or interest in the "building(s)";
 - c sixty (60) months,
- whichever comes first.

This extension of coverage is limited to a maximum recovery of \$50,000 in any one occurrence.

31 Newly Acquired Locations

- a Building(s): The insurance under this policy is extended to cover "building(s)" at any newly acquired location that is owned, rented or controlled by the Insured in whole or in part. The limit of insurance attaches at the time of the acquisition and extends for a period of thirty (30) days or to the date of Endorsement of this Form adding such location, whichever occurs first;
- b Content(s): The insurance under this policy is extended to cover "content(s)" at any newly acquired location that is owned, rented or controlled by the Insured in whole or in part or in or on vehicles within 100 metres of such location. The limit of insurance attaches at the time of the acquisition and extends for a period of thirty (30) days or to the date of Endorsement of this Form adding such location, whichever occurs first.

This extension of coverage is limited to a maximum recovery of \$1,000,000 for building(s) in any one occurrence and \$500,000 for content(s) in any one occurrence.

32 Newly Acquired Property

- a Building(s) or Additions to Existing Building(s): The insurance under this policy is extended to cover new “building(s)” or additions to existing “building(s)” to be used in conjunction with the expansion of the Insured’s existing business. This extension of coverage shall cease sixty (60) days from the date construction begins. Additional premium for such new coverage shall be due and payable for values so reported, computed from the date construction begins at the “premises”;
- b Contents: The insurance under this policy is extended to cover “contents” all to be used in conjunction with the expansion of the Insured’s existing business. This extension of coverage shall cease sixty (60) days from the date contents are shipped. Additional premium for such new coverage shall be due and payable for values so reported, computed from the date additional “contents” arrive at the “premises”.

This extension of coverage is limited to a maximum recovery of \$500,000 in any one occurrence.

33 Off-Premises Utilities Interruption

This extension only applies to loss, as insured under the Business Interruption section of this policy if covered, due to loss of “services” or “service interruption”.

The insurance under this policy is extended to include loss resulting from the necessary interruption of business caused by damage to or destruction of off-premises public utility. Such public utility property includes plants, transformers or switching stations, substations, transformers, pumping stations which furnish heat, light, power or gas to the insured “premises”, provided such loss or damage is caused directly by perils insured against under this policy to the “building(s)” or “contents” as described in the “Policy Declarations”.

This coverage does not cover business interruption loss during the first twenty-four (24) consecutive hours of loss of “services” or “service interruption” directly or indirectly arising from:

- a loss or damage to electrical transmission lines or distribution lines or their supporting structures;
- b loss of or reduction of “services” due to lack of sufficient capacity;
- c an intentional reduction in the supply of “services”.

This extension of coverage is limited to a maximum recovery of \$25,000 in any one occurrence.

34 Parcel Post

The insurance under this policy is extended to include “contents” in any one package in course of transit by parcel post.

This extension of coverage is limited to a maximum recovery of \$10,000 in any one occurrence.

35 Personal Property of Officers, Employees, Volunteers and Visitors

The insurance under this policy is extended to include personal “property” of the Insured’s officers, employees, volunteers, and visitors of the Insured.

The insurance on such “property”:

- a shall not attach if it is insured by the owner unless the Insured is obliged to insure it or is liable for its loss or damage;
- b shall only apply to a loss or damage occurring at a “premises” specifically described on the “Declaration Page”.

This extension of coverage is limited to a maximum recovery of \$50,000 in any one occurrence with a maximum recovery of \$2,500 in respect of any one officer, employee, volunteer and visitor.

36 Professional Fees

The insurance under this policy is extended to include reasonable fees payable to professionals, except the Insured’s own employees, whom an Insured may hire to produce and certify particulars or details of the Insured’s loss or losses in order to arrive at the loss payable under this policy in the event of a claim.

This extension of coverage is limited to a maximum recovery of \$50,000 in any one occurrence.

37 Property in Transit

The insurance under this policy is extended to insure “contents” in transit, other than parcel post, within Canada or the continental United States of America until delivered.

This extension of coverage is limited to a maximum recovery of \$10,000 in any one occurrence.

38 Rental Reimbursement

The insurance under this policy is extended to include expenses incurred by the Insured for the rental of “equipment”, either with or without an operator, to replace “equipment” which has been withdrawn from normal use as a result of loss or damage by a peril insured under this policy.

The Insurer’s liability for rental reimbursement is limited to expenses actually incurred commencing seventy-two (72) hours (Sundays and legal holidays in addition thereto) after the date that loss or damage to the insured “property” occurred, and shall

continue, regardless of the expiration of the policy period, to the date which would be required to repair the "equipment" so damaged.

Coverage only applies to "equipment" which is similar in type, capacity and purpose to that for which it is a replacement and does not apply if the Insured owns, controls or has available for use, surplus or reserve "equipment" which can be used for continuing or resuming the Insured's operations.

This extension of coverage is limited to an aggregate limit of liability of \$10,000 during any one policy year for one or more items of "equipment".

39 Removal

If any of the insured property is necessarily removed from the location(s) specified herein to prevent loss, destruction or damage or further loss, destruction or damage thereto, that part of the insurance under this policy that exceeds the amount of the Insurer's liability for any loss already incurred shall, for seven days only, or for the unexpired term of the policy if less than seven days, insure the property removed and any property remaining in the location(s) specified herein in the proportions which the value of the property in each of the respective locations bears to the value of the property in them all.

40 Removal of Windstorm Debris

The insurance under this policy is extended to include expenses incurred in the removal of debris or other property which is not insured by this policy but which has been blown by windstorm upon a location specified on the "Declarations page".

This extension provides coverage for additional removal of windstorm debris expense limited to a maximum recovery of \$50,000 in any one occurrence, over and above the limits set out in the Commercial Property Broad Form. No deductible applies to this extension.

41 'Safety Net' Clause

In the event of a claim being made under any extension under this Form and following the application of all terms, deductibles and conditions applicable to this Form under which claims is being made: If the limit of liability is insufficient to fully indemnify the Insured for loss or damage, then the insurance under the 'Safety Net' clause is extended to provide additional limits of coverage, in excess of such adjusted claim.

In the event that coverage provided under any extension is more specifically and separately insured elsewhere in this Policy, then the relevant extension under this Form shall not be eligible for the benefits of this 'Safety Net' clause. In no event shall the "Safety Net" clause apply to claims for loss or damage to the following extensions of this Form: #2, #8, #9, #11, #12, #23, #24, #26, #27, #29, #33, #37, #38, #42, #44, #45, #46 and #48.

This 'Safety Net' clause may be applied to either one or two other extensions in any one loss occurrence. In the event that claim is made under this "Safety Net" clause, the Insured shall elect which other eligible extension or which two other eligible extensions shall receive the benefit of this clause.

In no event shall the Insurer be liable, in any one loss occurrence, for more than the lesser of:

- a the difference between the amount payable, under the adjusted claim(s), and the amount required to fully indemnify the Insured; or
- b \$25,000.

42 Signs

The insurance under this policy is extended to insure loss or damage caused by a peril insured against to exterior sign(s), lettering and ornamentation located on the "premises" as specified on the "Declarations Page".

This extension does not insure against:

- a loss or damage caused by faulty manufacture, installation or occasioned by the inherent character of the insured property;
- b loss or damage caused by breakage during installation, repairing or dismantling, nor breakage during transportation unless caused by fire, lightning, collision, derailment or overturning vehicles.

This extension of coverage is limited to a maximum recovery of \$15,000 in any one occurrence.

43 Stock – Peak Season Increase

The amount(s) of insurance shown on the "Declarations Page" for "stock" is increased by 25%, to a maximum time limit of one hundred and twenty (120) consecutive days, to provide for seasonal variations. This increase, however, will only apply if the amount(s) of insurance shown on the "Declarations Page" applicable to "stock" is equal to at least one hundred percent (100%) of the Insured's average monthly values for the twelve (12) months immediately preceding the date of loss or, in the event the Insured has been in business for less than twelve (12) months, for such shorter period of time.

44 Stock Spoilage

The insurance under this policy is extended to insure physical loss of or damage to "contents" on the "premises" caused by dampness or dryness of atmosphere or change of temperature as the direct result of the following conditions:

- a Physical loss of or damage to "building(s)" or "contents", including supply or transmission lines and pipes and their connections furnishing "services" on the "premises". The physical loss or damage must directly result from a peril insured against. The part of the "building" or "contents" that sustains loss or damage must be used for refrigerating, cooling, heating, humidifying, dehumidifying, heating or for generating or converting power;
- b Interruption to the supply of "services" to the "premises" caused by physical loss of or damage to apparatus that generates or supplies such "services" to the "premises". The physical loss or damage must directly result from a peril insured against. The apparatus that sustains loss or damage must be located on or with one (1) kilometre of the "premises".

This extension does not cover loss or damage resulting from partial or total interruption to the supply of "services" arising from:

- a loss of or damage to any electrical transmission lines or distribution lines or their supporting structures, except for those located on the "premises";
- b lack of sufficient capacity; or
- c intentional reduction in supply; or
- d any loss for which indemnity is provided under an Equipment Breakdown Rider.

This extension of coverage is limited to a maximum recovery of \$25,000 in any one occurrence.

45 Tool Floater

The insurance under this policy is extended to insure Tools, owned by the Insured, anywhere within Canada or the continental United States of America.

This extension of coverage is limited to a maximum recovery of \$2,500 in any one occurrence.

46 Tool Floater – 5 Year Replacement Cost

- a The Insurer agrees to amend the basis of settlement from actual cash value to "replacement cost" on Tools insured by this policy subject to the following conditions:
 - (i) The tools are not more than five (5) years old;
 - (ii) This endorsement does not apply to tires and batteries nor betterments resulting from repair or replacement of parts having prior unrepaired damage;
 - (iii) "Replacement" shall be effected by the Insured with due diligence and dispatch;
 - (iv) Settlement on a "replacement cost" basis shall be made only when the replacement has been effected by the Insured and in no event shall it exceed the amount actually and necessarily expended for such replacement, nor shall it exceed the applicable limit of insurance;
 - (v) Failing compliance by the Insured with any of the foregoing provisions settlement shall be made as if this endorsement had not been in effect;
 - (vi) Any other insurance effected by or on behalf of the Insured in respect of the perils insured against by this Policy on the equipment to which this endorsement is applicable shall be on the basis of "replacement cost" as defined herein;
 - (vii) This endorsement applies separately to each item(s) listed above.
- b Any reference to actual cash value in a co-insurance clause in this Policy is deemed to be a reference to "replacement cost" of the tools insured.
- c In this endorsement:
 - (i) "replacement cost" means the cost of replacing, repairing, constructing, or re-constructing (whichever is the least) with new tools of like kind and quality without deduction for depreciation; and
 - (ii) "replacement" includes repair, construction or re-construction with new tools of like kind and quality.
- d In the event that new tools of like kind and quality are not obtainable, new tools which are as similar as possible to that destroyed and which are capable of performing the same function shall be deemed to be new tools of like kind and quality for the purposes of this endorsement.

47 Valuable Papers

The insurance under this policy is extended to insure "valuable papers and records" owned by the Insured or held by the Insured in any capacity, provided the insurance applies only to the interest of the Insured in such property, including the Insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the Insured's proof of loss.

The Insurer will pay the additional expense necessarily incurred in the reproduction of the Insured's "valuable papers and records", because of loss, destruction, or damage caused by an insured peril.

This extension does not insure against loss or damage:

- a directly resulting from errors or omissions in processing or copying unless fire or explosion ensues and then only for direct loss caused by such ensuing fire or explosion;

- b to property which cannot be replaced with other of like kind and quality.

This extension of coverage is limited to a maximum recovery of \$50,000.

483 – D Crime Coverage

The following Crime Extensions of coverage are all subject to the exclusions, special conditions and definitions specified hereunder and all other terms and conditions of this policy. Loss or damage is covered under these crime extensions if discovered not later than one year from the end of the Policy period and occurred or sustained during the Policy Period within Canada and the continental United States of America.

Coverage A - Employee Dishonesty

This extension insures, under Coverage A loss of "money", "securities" and other property which the Insured shall sustain, to an amount not exceeding in the aggregate of \$5,000 for Employee Dishonesty, resulting directly from one or more "fraudulent or dishonest acts" committed by an "employee" acting alone or in collusion with others.

This extension does not apply to:

- a loss, the proof of which as to its factual existence or amount is dependent upon an inventory computation or a profit and loss computation;
- b loss caused by any "employee" of the Insured or any predecessor in interest of the Insured, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation;
- c loss caused by any "employee" after discovery by the Insured, or by any partner or officer thereof not in collusion with such "employee", of any "fraudulent or dishonest acts" committed by that "employee" whether before or after becoming employed by the Insured.

Coverage B - Loss Inside the Premises

This extension insures, under Coverage B to an amount not exceeding the aggregate of \$5,000 for Loss Inside the Premises,

- a loss of or damage to "money" and "securities" by the actual destruction, disappearance or wrongful abstraction thereof within the "premises" or within any "banking premises" or similar recognized places of safe deposit;
- b loss of or damage to other property caused by "safe burglary" or "robbery" within the "premises", or attempt thereat and loss of a locked cash drawer, cash box or cash register by felonious entry into such container within the "premises", or attempt thereat, or by felonious abstraction of such container from within the "premises";
- c damage to the "premises" by "safe burglary", "robbery" or felonious abstraction, or by or following burglarious entry into the "premises" or attempt thereat, provided with respect to damage to the "premises" the Insured is the owner thereof or is liable for such damage.

This extension does not apply to:

- (i) loss of or damage to "money", "securities" and other property which has been transferred by any computer to a person or to a place outside the covered "premises" on the basis of unauthorized electronic instructions;
- (ii) loss or damage, other than to "money", "securities", a safe or vault, by fire whether or not such fire is caused by, contributed to by or arises out of the occurrence of hazard insured against;
- (iii) loss of or damage to "money" contained in coin operated amusement devices or vending machines, unless the amount of "money" deposited within the device or machine is recorded by a continuous recording instrument therein.

Coverage C - Loss Outside the Premises

This extension insures, under Coverage C to an amount not exceeding in the aggregate of \$5,000 for Loss Outside the Premises:

- a loss of or damage to "money" and "securities" by the actual destruction, disappearance or wrongful abstraction thereof outside the "premises" while being conveyed by a "messenger" or any armored motor vehicle company, or while within the living quarters in the home of any "messenger";
- b loss of or damage to other property by "robbery" outside the "premises" while being conveyed by a "messenger" or any armored motor vehicle company, or by theft while within the living quarters in the home of any "messenger".

This extension does not apply to:

- (i) loss or damage due to the surrender of "money", "securities" or other property away from the "premises" as a result of or threat to do bodily harm to any person, or damage to the "premises" or property owned by the Insured or held by the Insured in any capacity; provided, however, this exclusion does not apply to loss of or damage to "money", "securities" or other property while being conveyed by a "messenger" when there was no knowledge by the Insured of any such threat at the time the conveyance was initiated;
- (ii) loss of or damage to insured property while in the custody of any armored motor vehicle company, unless such loss or damage is in excess of the amount recovered or received by the Insured under:
 - 1. the Insured's contract with said armored motor vehicle company;
 - 2. insurance carried by the said armored motor vehicle company for the benefit of users of its service;
 - 3. all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service, and then this Extension shall cover only such excess.

The following additional exclusions apply only to Coverages B and C of this Crime Extensions of coverage:

- (i) loss or damage due to any fraudulent, dishonest or criminal act by an employee, director, trustee or authorized representative of any Insured, while working or otherwise and whether acting alone or in collusion with others; provided, this exclusion does not apply to "safe burglary" or "robbery" or attempt thereat;
- (ii) loss or damage due to the giving or surrendering of "money" or "securities" in exchange or purchase;
- (iii) loss or damage due to accounting or arithmetical errors or omissions;

(iv) loss of or damage to manuscripts, books of account or records, except for blank value.

Coverage D - Money Orders and Counterfeit Paper Currency

This extension insures, under Coverage D to an amount not exceeding in the aggregate of \$5,000 for Money Orders and Counterfeit Paper Currency, loss or damage due to the acceptance in good faith, in exchange for merchandise, money or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit Canadian or United States paper currency.

Coverage E - Depositors Forgery

This extension insures, under Coverage E to an amount not exceeding in the aggregate of \$5,000 for Depositors Forgery, loss which the Insured or any bank which is included in the Insured's proof of loss and in which the Insured carries a chequing or savings account, as their respective interests may appear, shall sustain through forgery or alteration of, on or in any cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in "money", made or drawn by or drawn upon the Insured, or made or drawn by one acting as agent of the Insured, or purporting to have been made or drawn as hereinbefore set forth, including:

- a any cheque or draft made or drawn in the name of the Insured, payable to a fictitious payee and endorsed in the name of such fictitious payee;
- b any cheque or draft procured in a face to face transaction with the Insured, or with one acting as agent of the Insured, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated; and
- c any payroll cheque, payroll draft or payroll order made or drawn by the Insured, payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee; whether or not any endorsement mentioned in (a), (b) or (c) be a forgery within the law of the place controlling the construction thereof. Mechanically reproduced facsimile signatures are treated the same as handwritten signatures.

The Insured shall be entitled to priority of payment over loss sustained by any bank aforesaid. Loss under this Coverage E, whether sustained by the Insured or such bank, shall be paid directly to the Insured in its own name, except in cases where such bank shall have already fully reimbursed the Insured for such loss. The liability of the Insurer to such bank for such loss shall be a part of and not in addition to the amount of insurance applicable to the Insured's office to which such loss would have been allocated had such loss been sustained by the Insured. If the Insured or such bank shall refuse to pay any of the foregoing instruments made or drawn as hereinbefore set forth, alleging that such instruments are forged or altered, and such refusal shall result in suit being brought against the Insured or such bank to enforce such payment and the Insurer shall give its written consent to the defence of such suit, then any reasonable attorney's fees, court costs or similar legal expenses incurred and paid by the Insured or such bank in such defence shall be construed to be a loss under Coverage E and the liability of the Insurer for such loss shall be in addition to any other liability under Coverage E.

Coverage F – Computer Theft and Funds Transfer Fraud

This extension insures under Coverage F to an amount not exceeding in the aggregate of \$5,000 for Computer Theft and Funds Transfer Fraud, loss of "money" or "securities" by "computer theft" or by "Funds Transfer Fraud".

This extension does not insure loss:

- a caused by an employee or authorized representative of the Insured acting alone or in collusion with others;
- b due to the giving or surrendering of "money" or "securities" in any exchange or purchase;
- c of "money" or "securities" or other property as a result of kidnap, ransom or other extortion payments surrendered to any person as a result of a threat to do bodily harm to any person or damage to the premises or other property owned by the Insured or held by the Insured in any capacity;
- d resulting from loss of computer time or use;
- e resulting from unintentional errors or omissions;
- f which inures directly to the benefit of any Financial Institution or to any electronic funds transfer system or electronic data processor. Any coverage hereunder shall be specifically excess of any indemnity from or insurance taken for the benefit of customers of any Financial Institution;
- g resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored value or other cards or the information contained on such cards;
- h resulting from:
 - (i) the unauthorized disclosure of confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
 - (ii) the unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

Common Exclusions

The following exclusions "a" to "e" inclusive apply to all of the above crime extensions of coverage:

- a loss due to any fraudulent, dishonest or criminal act by any Insured or a partner therein, whether acting alone or in collusion with others;
- b the defence of any legal proceeding brought against the Insured, or to fees, costs or expense incurred or paid by the Insured in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Insured covered by these crime extensions of coverage, except as may be specifically stated to the contrary in these crime extensions of coverage;

- c potential income including but not limited to interest and dividends, not realized by the Insured because of a loss covered under these crime extensions of coverage;
- d all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a loss covered under these crime extensions of coverage;
- e all costs, fees and other expenses incurred by the Insured in establishing the existence of, or amount of loss covered under these crime extensions of coverage.

Special Conditions

The following Special Conditions are applicable to all of the above crime extensions of coverage:

1 Ownership of Property - Interests Covered

The insured property may be owned by the Insured or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable, provided the insurance applies only to the interest of the Insured in such property, including the Insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the Insured's proof of loss.

2 Limits of Liability - Settlement Options

The limit of the Insurer's liability for loss shall not exceed the applicable amount of insurance specified for each crime extensions of coverage, nor what it would cost at the time of loss to repair or replace the property with other of like kind or quality, nor as respects securities the actual cash value thereof at the close of business on the business day next preceding the day on which the loss other property held by the Insured as a pledge, or as collateral for an advance or loan, shall be deemed not to exceed the value of the property as determined and recorded by the Insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates. The Insurer may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the Insured or the owner thereof. Any property so paid for or replaced for which the Insurer has made indemnification shall become the property of the Insurer. Any property recovered after settlement of a loss shall be applied first to the expense of the parties making such recovery, with any balance applied as if the recovery had been made prior to such settlement, and loss readjusted accordingly. The Insured or the Insurer, upon recovery of any such property, shall give notice thereof as soon as practicable to the other. Under Coverages A and E, with respect to loss caused by any person (whether one of the employees or not) and which occurs partly during the period of the policy and partly during the period of other bonds or policies issued by the Insurer to the Insured or to any predecessors in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Insurer under this policy and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under the applicable crime extensions of coverage on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger. Except under Coverages A and E, the applicable amount of insurance specified for each crime extensions of coverage is the total limit of the Insurer's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. Any loss caused by any person or in which such person is concerned or implicated, or any loss incidental to an actual or attempted burglary or robbery, shall be deemed to arise out of one occurrence.

3 Non-Accumulation of Limit of Liability

Regardless of the number of years this policy remains in force, no Limit of Liability cumulates from year to year or policy period to policy period.

4 Insured's Duties When Loss Occurs

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the Insured shall:

- a give notice thereof as soon as practicable to the Insurer or any of its authorized agents and, except under Coverages A and E, also to the police if the loss is due to violation of law;
- b file detailed proof of loss, duly sworn to, with the Insurer within four months after the discovery of loss. Proof of loss under Coverage E shall include the instrument which is the basis of claim for such loss. If it shall be impossible to file such instrument, the affidavit of the Insured or the Insured's bank of deposit setting forth the amount and cause of loss shall be accepted in lieu thereof;
- c upon the Insurer's request, submit to examination by the Insurer, subscribe the same, under oath if required, and produce for the Insurer's examination pertinent records, all at such reasonable times and places as the Insurer shall designate, and shall co-operate with the Insurer in all matters pertaining to loss or claims with respect thereto.

5 Superseded Insurance

If similar insurance of the Insured, consisting of one or more policies affording continuous coverage, terminated with the beginning of the policy period, loss, to the extent that it is not insured under such prior insurance solely because of late discovery, shall be deemed to have occurred on the first day of the policy period.

6 No Benefits to Bailee

The Insurance afforded by Coverages B and C of this extension shall not enure directly or indirectly to the benefit of any carrier or other bailee for hire.

7 Subrogation

In the event of any payment under this Crime Extensions of coverage, the Insurer shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after a loss to prejudice such rights.

8 Waiver of Term or Condition

No term or condition of this form shall be deemed to be waived by this Insurer in whole or in part unless the waiver is clearly expressed in writing by a person authorized for that purpose by the Insurer.

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this form by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or the investigation or adjustment of any claim under this form.

9 Definitions

Wherever used in this Crime Extensions of Coverage:

- a "Banking Premises" means the interior of that portion of any building which is occupied by a banking institution in conducting its business.
- b "Computer Theft" means the loss of or damage to "money" or "securities" resulting directly from the use of any computer to fraudulently cause a transfer of "money" or "securities" from inside the "premises" or "banking premises":
 - (i) to a person (other than a messenger) outside the "premises"
 - (ii) to a place outside the "premises."
- c "Custodian" means the Insured or any employee who is duly authorized by the Insured or a partner of the Insured to have the care and custody of the insured property within the premises, excluding any person while acting as a watchman, porter or janitor.
- d "Employee" means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the policy period and whom the Insured compensates by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. As applied to loss under Coverage A, the above words "while in the regular service of the Insured" shall include as many of the first 30 days thereafter as are within the policy period.
- e "Fraudulent or Dishonest Acts" means only fraudulent or dishonest acts committed by such employee with the manifest intent:
 - (i) to cause the Insured to sustain such loss; and
 - (ii) to obtain financial benefit for the employee, or for any other person or organization intended by the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment.
- f "Funds Transfer Fraud" means:
 - (i) Fraudulent electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions issued to a Financial Institution directing such institution to debit a "Transfer Account" and to transfer, pay or deliver "money" and "securities" from such account by use of an electronic transfer system at specified intervals or under specified conditions, which instructions purport to have been transmitted by the Insured or by a person duly authorized by the Insured to issue such instructions but which have been fraudulently transmitted by someone other than the Insured without the Insured's knowledge or consent.
 - (ii) Fraudulent written instructions (other than those described in **Coverage E** (Depositors Forgery)) issued to a Financial Institution directing such institution to debit a "Transfer Account" by use of an electronic funds transfer system at specified intervals or under specified conditions which written instructions purport to have been issued by the Insured but were in fact fraudulently issued, forged or altered by someone other than the Insured without the Insured's knowledge or consent.
- g "Messenger" means the Insured or a partner of the Insured or any employee who is duly authorized by the Insured to have the care and custody of the insured property outside the premises.
- h "Money" means currency, coins, bank notes and bullion, travellers cheques, register cheques and money orders held for sale to the public.
- i "Premises" means the interior of that portion of any building at a location specified on the "Declarations Page" which is occupied by the Insured in conducting its business. As respects robbery only, the premises shall also include the space immediately surrounding such building.
- j "Robbery" means the taking of insured property:
 - (i) by violence inflicted upon a messenger or a "custodian";
 - (ii) by putting the messenger or "custodian" in fear of violence;
 - (iii) by any other overt felonious act committed in the presence of a messenger or "custodian" and of which he/she was actually cognizant, provided such other act is not committed by an officer, partner or employee of the Insured;
 - (iv) from a messenger or "custodian" who while having custody of the insured property has been killed or rendered unconscious;
 - (v) from within the premises by means of compelling a messenger or "custodian" by violence or threat of violence while outside the premises to admit a person into the premises or to furnish them with means of ingress into the premises.
- k "Safe Burglary" means the felonious abstraction of:
 - i) a safe from within the premises;

- ii) insured property from within a vault or safe located within the premises by a person making a felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by at least one combination or time lock thereon, provided that such entry shall be made by actual force and violence, of which force and violence there are visible marks upon the exterior of all such doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made if not made through such doors.
- l "Securities" means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.
- m "Transfer Account" means an account, maintained by the Insured at a Financial Institution, from which the Insured or the Insured's authorized representatives can initiate the transfer, payment or delivery of "money" or "securities";
 - (i) by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
 - (ii) by means of written instructions (other than those described in **Coverage E** (Depositors Forgery)) establishing the conditions under which such transfers are to be initiated by such Financial Institution through an electronic funds transfer system.

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM ALL TERMS, CONDITIONS AND PROVISIONS OF THE POLICY TO WHICH THIS RIDER IS ATTACHED SHALL HAVE FULL FORCE AND EFFECT.