

BC OFF ROAD VEHICLE WORDING

AGREEMENT	We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out.
DEFINITIONS	<p>“You” or “Your” means the person(s) named as Insured in the Declarations.</p> <p>“Immediate family” means your spouse, the relatives of you and your spouse, any person under 21 in your care all while living in the same household as you or while living away from home at school, university or similar institution.</p> <p>“We” or “Us” means MAX INSURANCE with respect to Section I. PROPERTY COVERAGE and NON-MARINE UNDERWRITERS AT LLOYDS with respect to Section II. LIABILITY COVERAGE.</p> <p>“Actual Cash Value” means the actual or current value at the time of loss. It is the cost of repairing or replacing the damaged or destroyed property with a new article of like kind and quality, less depreciation.</p> <p>“Unit” means the SNOWMOBILE, ATV or DIRT BIKE described in the Declarations.</p> <p>“Snowmobile” means the snowmobile(s) described in the Declarations, including any permanently attached equipment or accessories.</p> <p>“ATV” means the all terrain vehicle (s) described in the Declarations, including any permanently attached equipment or accessories.</p> <p>“Dirt Bike” means the off road motorcycle(s) described in the Declarations, including any permanently attached equipment or accessories.</p>

I. PROPERTY COVERAGE SECTION

PROPERTY INSURED

Off Road Vehicle (s), “ATV”(s), “SNOWMOBILE”(s) and / or “DIRT BIKE” (s) all as described on the declaration page, anywhere within the territorial limits of Canada and the continental United States of America, including Alaska

INSURED PERILS

- A.** If **SPECIFIED PERILS** is indicated on the declaration page, you are insured against direct physical loss or damage to the unit caused by the following perils (including Salvage charges):
- fire, lightning or smoke;
 - windstorm, tornado, cyclone or hail;
 - earthquake;
 - explosion;
 - impact from aircraft or articles dropped therefrom;
 - stranding, sinking, burning or collision while being transported on any regular ferry;
 - collision, upset, overturn or derailment of the transporting land conveyance;
 - theft or attempted theft;
 - riot, vandalism or malicious acts;
 - flood
- B.** If **ALL RISKS** is indicated on the declaration page, you are insured against all risks of direct physical loss or damage to the unit from any external cause (including Salvage charges) except as provide herein.

EXCLUSIONS

Applicable to both A. SPECIFIED PERILS and B. ALL RISKS

- We will not be liable for loss or damage:
 - caused by deterioration, dampness of atmosphere, extreme of temperature, contamination, vermin or insects, inherent vice or latent defect, rust or corrosion, wet or dry rot, mould, settling, expansion, contraction, shifting, bulging, buckling or cracking, unless loss or damage by fire or explosion ensues and then only for the loss or damage resulting from such ensuing fire or explosion;
 - for the cost of making good faulty workmanship, construction or design;
 - to electrical devices or appliances caused by electrical current other than lightning, unless loss or damage by fire or explosion ensues, and then only for the loss or damage resulting from such ensuing fire or explosion;
 - as a result of your dishonest or willful act;
 - caused by mechanical fracture or breakdown of any part of the unit, or by rusting, corrosion, wear and tear, the weight of the load exceeding manufacturer’s designated capacity of the unit, freezing, or explosion within the combustion chamber, BUT we will be liable if the loss or damage is coincident with other loss or damage which is covered;
 - resulting from conversion, embezzlement or by theft by any person in lawful possession of the unit under a mortgage, conditional sale, lease or any other similar written agreement;
 - resulting from a voluntary transfer of title or ownership, whether or not induced to do so by any fraudulent scheme, trick or false pretense;
 - caused directly or indirectly by contamination by radioactive material; or
 - resulting from the use or operation of the unit in any official race, hill climb or speed test; or for any business or commercial purpose.
 - to tracks and/or skis consisting of or caused by mechanical fracture or breakdown of any part of the unit, or by rusting, corrosion, wear and tear, the weight of the load exceeding manufacturer’s designated capacity of the unit, freezing, or explosion within the combustion chamber, BUT we will be liable if the loss or damage is coincident with other loss or damage which is covered
- We will not be liable for loss, damage or expense caused by, contributed by, or as a result of the consumption of alcohol in any form or any other substance which impairs the operator of the unit.

PROPERTY EXCLUDED

Applicable to both A. SPECIFIED PERILS and B. ALL RISKS

This policy does not insure:

- motorized vehicles (except the described SNOWMOBILE/ATV/DIRT BIKE) or personal property of the Insured or others;
- property pertaining to a farm, business, profession or occupation;
- property rented or used for compensation for hire;
- property illegally acquired, kept, stored or transported;
- property seized or confiscated for breach of law or by order of civil authority, but this exclusion shall not apply to property seized or confiscated for the purpose of destruction at the time of fire for the prevention of the spread of such fire; or
- property while waterborne except while on a regular ferry or railway car transfer in connection with land transportation

**BASIS OF CLAIM
PAYMENT**

For total losses we will pay the amount of insurance shown for your Unit on the Policy Declaration Page. We will pay that amount, if the reasonable expense of recovering and repairing the Unit equals or exceeds the amount stated on the Policy Declaration Page. In the event of partial losses we will reimburse you based on the reasonable cost of repairs actually incurred.

We will pay losses without any deduction for depreciation, with the exception of tires and batteries.

If the damage to the insured Unit or its equipment is not repaired:

- 1) we will not be liable for more than the actual cash value of the damaged parts. That value will not exceed what it would cost to repair the damaged property with material of like kind and quality
- 2) we will not pay for unrepaired damage in addition to a payment for a subsequent total loss of the Unit and its equipment
- 3) we will not be liable for any unrepaired damage that amounts to more than the amount of insurance shown for your Unit at the time this insurance terminates.

**MAX INSURANCE
ENHANCEMENT
COVERAGES**

1. Trailer / Truck Deck Insurance

This policy includes coverage for a trailer or truck deck that you may have. It must be used exclusively to transport the insured unit.

In the event of a total loss, if you replace the trailer, we will pay the lesser of the amount of the cost of replacing the trailer or the limit of Insurance shown on the Policy Declaration Page. If you do not replace the trailer we will pay the lesser amount of the Actual Cash Value of the trailer at the time of loss or the limit of insurance shown on the Policy Declaration Page.

In the event of a partial loss we will reimburse you for the reasonable cost of repairs actually incurred, without deduction for depreciation, with the exception of tires, up to the limit of insurance shown on the Policy Declaration Page.

2. Riding Gear Insurance

This policy includes coverage for your riding gear, as well as that of your immediate family. Riding gear is limited to helmets, specific purpose jackets, pants and suits, gloves, riding boots and avalanche safety equipment. If desired, this insured amount may be increased for an additional premium.

In the event of a loss, we will reimburse you for the costs you incur to repair or replace your riding gear with items of like kind and quality up to the limit of insurance shown on the Policy Declarations Page. If you choose not to repair or replace we will pay you the lesser amount of the Actual Cash Value of your riding gear at the time of the loss or the limit of insurance shown on the Policy Declarations Page.

3. Safety / Maintenance Equipment Insurance

This policy includes \$250 for safety and maintenance equipment. Safety Equipment is limited to one first aid kit, one fire extinguisher, one flashlight, six warning flares and two warning cones or flags or reflectors. Maintenance Equipment is limited to one set of booster cables, a towing cable, four snow chains, one wheel wrench, a vehicle tarp cover and a dedicated tool kit. If desired, this insured amount may be increased for an additional premium.

We will pay for the loss, damage or destruction of the item for an amount not exceeding whichever is the least of:

- (1) the actual cash value of the property at the time of loss, damage or destruction;
- (2) your financial interest in the property, or
- (3) the applicable amount of insurance stated in the Declarations and subject to any pro-rata provision hereof.

All losses will be subject to a deductible of \$250.

4. Lock Rekeying

We will reimburse you to a maximum of \$1,000 for the cost of rekeying the locks or recoding the insured unit if the keys or a coded key to that unit are stolen.

No deductible applies to this coverage.

5. Travel Protection & Loss of Use

In the event you are involved in an accident, or if your unit is stolen while you are travelling away from your home we will reimburse you for the following:

- (1) the cost of delivering your damaged unit back home for repairs, or delivery of the recovered unit back home to a maximum of \$750
- (2) the costs incurred to rent a substitute unit, not exceed \$50 per day nor totaling a total maximum limit of \$750
- (3) additional living expenses (lodging, meals, transportation and phone calls) you and your immediate family incur because of damage to, or theft of your unit, subject to a maximum of \$750
- (4) travel expenses you and your immediate family incur to return home using the most direct route, or the cost of a rental vehicle, to a maximum of \$750

No deductible applies to this coverage.

6. Reward Coverage

We will pay up to \$500 to any one person, other than law enforcement officers or agencies, for information that leads to a conviction for arson or theft in connection with loss or damage to property insured by this policy.

No deductible applies to this coverage.

II. LIABILITY COVERAGE SECTION

**BASIS OF CLAIM
PAYMENT**

We will pay all sums which you or your immediate family become legally liable to pay as compensatory damages because of bodily injury or property damage caused as a direct result of the operation of the snowmobile, atv or dirt bike described in the policy declarations.

The amount of insurance stated in the declarations is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence other than as provided under defense, settlement, supplementary payments.

Defense, Settlement, Supplementary Payments

Under SECTION II, we will defend any suit against you alleging bodily injury or property damage and seeking compensatory damages, even if it is groundless, false or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will pay only for the legal counsel we select.

If Someone Uses Your Unit - Excess Coverage for Other Operators

Under SECTION II, we will indemnify the liabilities of other people arising from the use of your unit so long as:

- (a) They are operating the unit with your express prior permission, and
- (b) They have complied with all provisions of this policy as if they were an insured named on the Policy Declaration Page, and
- (c) Only after all other insurance covering the loss has been exhausted.

In addition to the limit of insurance under SECTION II, we will pay;

- (1) all expenses which we incur;
- (2) all costs charged against you in any suit insured under SECTION II;
- (3) any interest accruing after judgment on that part of the judgment which is within the amount of insurance of SECTION II;
- (4) premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;
- (5) expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form.

EXCLUSIONS

- (6)
 1. You are not insured for claims arising from:
 - (a) war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection, or military power;
 - (b) your business or any business use of the snowmobile, atv or dirt bike described in the policy declarations;
 - (c) the rendering or failure to render any professional service;
 - (d) bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - (i) any person insured by this policy; or
 - (ii) any other person at the direction of any person insured by this policy;
 - (e) punitive or exemplary damages, meaning that part of an award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you.
 - (f) bodily injury to yourself;
 - (g) damage to property owned, leased or rented by you;
 - (h) any vehicle, including the snowmobile, atv or dirt bike described in the policy declarations, which if it were to be insured would be required by a Motor Vehicle Act to be insured under a contract of motor vehicle liability policy or any vehicle insured under such a contract.
 2. We will not be liable for claims, damages, or expense caused by, contributed by, or as a result of the consumption of alcohol in any form or any other substance which impairs the operation of the snowmobile, atv or dirt bike.

III.

POLICY CLAUSES & CONDITIONS

PRESCRIBED CONDITIONS

1. (1) In these conditions:

"insured" means a person who, whether named or not, is insured by this optional insurance contract;

"territory" means a territory established by the insurer;

"vehicle rate class" means a vehicle rate class established by the insurer.
- (2) These conditions apply only in respect of coverage provided by this contract that does not extend the limit of coverage that is specified in a certificate or a policy to a limit that is in excess of that provided by the certificate or policy
[en. B.C. Reg. 166/2006, s. 93.]

Changes during term of contract

2. (1) In this section, **"the territory in which the vehicle is primarily located when not in use"** means the territory in which the place where the vehicle is kept when not being driven is located.
- (2) The insured named in this contract must,
 - (a) within 10 days after
 - (i) the named insured's address is changed from the address set out in this contract, or
 - (ii) the named insured acquires a substitute vehicle for the vehicle described in this contract, or
 - (b) before
 - (i) the use of the vehicle described in this contract is changed to a use to which a different vehicle rate class applies than the vehicle rate class applicable to the use set out in this contract, or
 - (ii) a vehicle in respect of which the premium is established on the basis of the territory in which a vehicle of that vehicle rate class is used or principally used, as the case may be, is used or principally used in a different territory than that set out in this contract, report the change of address, vehicle, use or territory to the insurer, and pay or be refunded the resulting difference in premium.
- (3) If the premium for a vehicle is established on the basis of the territory in which the vehicle is primarily located when not in use and that territory as set out in this contract is changed, the insured named in this contract must, unless the vehicle is being used by the insured for vacation purposes, report the change to the insurer within 30 days of the change, and pay or be refunded the resulting difference in premium.
[en. B.C. Reg. 166/2006, s. 93; am. B.C. Reg. 46/2007, Sch. 1, s. 13.]

Prohibited use

3. (1) The insurer is not liable to an insured who breaches this condition or a subcondition of this condition.
- (2) An insured must not operate a vehicle for which coverage is provided under this contract
 - (a) if the insured is not authorized and qualified by law to operate the vehicle,
 - (b) for an illicit or prohibited trade or transportation,
 - (c) to escape or avoid arrest or other similar police action, or
 - (d) in a race or speed test.

- (3) An insured does not contravene subcondition (2) merely because the insured operates a vehicle in contravention of a restriction or condition imposed on his or her driver's licence by section 30.06 (2), 30.07 (1) or (3), 30.071 (1), 30.072 (1) (a) or (b), 30.08 (1), 30.10 (2) or (4) or 30.11 (1) of the Motor Vehicle Act Regulations, B.C. Reg. 26/58.
- (4) An insured must not operate a vehicle for which coverage is provided under this contract contrary to the statements contained in the application for insurance for the vehicle, including, but not limited to,
 - (a) the use declared in the application for insurance for the vehicle
 - (b) a statement relating to the time during which, and the territories in which, the vehicle may be operated, or
 - (c) a statement relating to the kind of goods, or number of passengers, that may be carried in or on the vehicle.
- (5) Use of a vehicle does not contravene subcondition (4) if the premium paid for the vehicle rate class applicable to the use set out in the application for insurance is greater than or equal to the premium established by the insurer for the vehicle rate class that is applicable to the use to which the vehicle is put.
- (6) An insured must not operate a motor vehicle for which coverage is provided under this contract if there is attached to the motor vehicle a trailer that is required to be registered and licensed under the *Motor Vehicle Act* or *Commercial Transport Act* and that is not registered and licensed under the *Motor Vehicle Act* or *Commercial Transport Act*.
- (7) An insured named in this contract must not permit the vehicle described in this contract to be operated by a person or for a purpose that breaches this condition or a subcondition of this condition or would breach this condition or subcondition of this condition if the person were an insured.
- (8) It is a breach of this condition if the injury, death, loss or damage in respect of which a claim is made by an insured is caused by or results from an intentional act of violence committed by the insured, while sane, by means of a vehicle.
- (9) It is a breach of this condition if
 - (a) an insured is operating a vehicle while under the influence of intoxicating liquor or a drug or other intoxicating substance to such an extent that the insured is incapable of proper control of the vehicle,
 - (b) an insured is convicted of
 - (i) a motor vehicle related *Criminal Code* offence,
 - (ii) an offence under section 95 or 102 of the *Motor Vehicle Act*, or
 - (iii) an offence under a provision of the law of another jurisdiction in Canada or the United States of America that is similar to a provision referred to in subparagraph (i) or (ii),
 - (c) an insured is convicted of an offence under section 253 (b) of the *Criminal Code*, section 224 of the *Motor Vehicle Act* or a provision of another jurisdiction in Canada or the United States that is similar to either of those sections and the accident in respect of which a claim is made by the insured occurred during the commission of the offence by the insured and while the insured was operating a vehicle, or
 - (d) an insured is convicted of an offence under section 254 (5) of the *Criminal Code*, section 226 of the *Motor Vehicle Act* or a provision of the law of another jurisdiction in Canada or the United States of America that is similar to either of those sections and the accident in respect of which a claim is made by the insured occurred within the 2 hours preceding the commission of the offence by the insured and while the insured was operating a vehicle.
- (10) In subcondition (9):

"convicted" includes being

 - (a) convicted under the *Young Offenders Act* (Canada) for contravening a provision referred to in the definition of "motor vehicle related *Criminal Code* offence" or section 253 (b) or 254 (5) of the *Criminal Code*, and
 - (b) convicted or the subject of a similar result in a jurisdiction of the United States of America under a law similar to the *Young Offenders Act* (Canada) for contravening a provision of the law of that jurisdiction that is mentioned in subcondition (9) (b) (iii), (c) or (d);

"motor vehicle related *Criminal Code* offence" means an offence under section 220, 221, 249, 252, 253 (a), 255 (2) or (3) or 259 (4) of the *Criminal Code* committed while operating or having care or control of a vehicle or Committed by means of a vehicle.

[en. B.C. Reg. 166/2006, s. 93; am. B.C. Reg. 3/2010, s. (b).]

Requirements if loss or damage to persons or property

4. If this contract provides third party liability insurance coverage, the insured must
 - (a) Promptly give the insurer written notice, with all available particulars, of
 - (i) Any accident involving death, injury, damage or loss in which the insured or a vehicle owned or operated by the insured has been involved,
 - (ii) Any claim made in respect of the accident, and
 - (iii) Any other insurance held by the insured providing coverage for the accident,
 - (b) On receipt of a claim, legal document or correspondence relating to a claim, immediately send the insurer a copy of the Claim, document or correspondence,
 - (c) Cooperate with the insurer in the investigation, settlement or defence of a claim or action,
 - (d) Except at the insured's own cost, assume no liability and settle no claim, and
 - (e) Allow the insurer to inspect an insured vehicle or its equipment or both at any reasonable time.

[en. B.B. Reg. 166/2006,s.93.]

Requirements if loss of or damage to vehicle

5. (1) If loss of or damage to the vehicle insured under this contract occurs, the insured must, if the loss or damage is covered by this contract
 - (a) on the occurrence of loss or damage
 - (i) promptly notify the insurer of the loss or damage, and
 - (ii) file a written statement with the insurer setting out all available information on the manner in which the loss or damage occurred, and
 - (b) within 90 days after the occurrence of the loss or damage file a proof of loss.
- (2) The insurer may require that a proof of loss be sworn by the person filing it.
- (3) If loss of or damage to a vehicle that is covered by this contract occurs, the owner or operator of the vehicle
 - (a) must, at the expense of the insurer, protect the vehicle as far as reasonably possible from further loss or damage, and
 - (b) until the insurer has had a reasonable opportunity to inspect the vehicle, must not, without the consent of the insurer, remove any physical evidence of the loss or damage to the vehicle or make any repairs to the vehicle, other than

- repairs that are immediately necessary to protect the vehicle from further loss or damage.
- (4) The insurer is not liable under this contract
 - (a) for loss or damage resulting from the failure of an owner or operator to comply with subcondition (3) (a), or
 - (b) to an owner if the owner or an operator, to the prejudice of the insurer, contravenes subcondition (3) (b)
 - (c) the declared value of the vehicle and its equipment, if appropriate, or
 - (5) The liability of the insurer for payment of indemnity for loss or damage to the vehicle is limited to the amount by which
 - (a) the cost of repairing or replacing the vehicle and its equipment or any part of it with material of a similar
 - (b) the declared value of the vehicle and its equipment, if appropriate, or
 - (c) the actual cash value of the vehicle and its equipment, whichever is least, exceeds the deductible amount set out in this Contract.
 - (6) The insurer is not liable for that part of the cost of repair or replacement that improves a vehicle beyond the condition in which it was before the loss or damage occurred.
 - (7) The insurer may determine
 - (a) whether a vehicle and its equipment or any part of it will be repaired or replaced, and
 - (b) whether to pay a garage service operator in respect of a repair or replacement instead of making a payment to the insured.
 - (8) The liability of the insurer for loss or damage to an obsolete part of an insured vehicle, or a part the manufacturer does not have in stock, is limited to the price at which the part was last listed on the manufacturer's price list.
 - (9) If the insurer replaces a vehicle or pays to an insured the declared value or actual cash value of a vehicle or its equipment or both, less any applicable deductible amount in accordance with subcondition (5),
 - (a) the insurer is entitled, at its option, to the salvage in the vehicle or its equipment or both, and
 - (b) the insured must, on request of the insurer, execute any documents necessary to transfer to the insurer title to the vehicle or its equipment or both.
 - (10) If an insured is a co-insurer under this contract of any loss or damage to a vehicle or its equipment or both,
 - (a) the insurer has conduct of the sale or other disposition of the salvage in the vehicle or its equipment or both, and
 - (b) the insured is entitled to share in the proceeds of the sale or other disposition of the salvage in the vehicle or its equipment or both in the same proportion as the insured is a co-insurer of the loss or damage.
 - (11) The insured must not leave a vehicle or its equipment or both with the insurer without its consent, refuse to take delivery of the insured's vehicle or its equipment or both from the insurer or otherwise abandon a vehicle or its equipment or both to the Insurer without its consent.

[en. B.C. Reg. 166/2006, s. 93.]

Statutory declaration

6. (1) If required by the insurer, the insured must, on the occurrence of loss or damage for which coverage is provided by this contract, deliver to the insurer within 90 days after the occurrence of the loss or damage a statutory declaration stating, to the best of the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the vehicle, the encumbrances on the vehicle, all other insurance, whether valid or not, covering the vehicle and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.
- (2) An insured who has filed a statutory declaration must
 - (a) on request of the insurer, submit to examination under oath
 - (b) produce for examination, at a reasonable time and place designated by the insurer, all documents in the insured's possession or control relating to the loss or damage, and
- (c) permit copies of the documents to be made by the insurer.

[en. B.C. Reg. 166/2006, s. 93.]

Inspection of vehicle

7. The insured must permit the insurer at all reasonable times to inspect the vehicle and its equipment.

[en. B.C. Reg. 166/2006, s. 93.]

Time and manner of payment of insurance money

8. (1) The insurer must pay the insurance money for which it is liable under this contract within 60 days after the proof of loss or statutory declaration has been received by it or, if an arbitration is conducted under section 177 of the Insurance (Vehicle) Regulation, within 15 days after the award is rendered.
- (2) The insured must not bring an action to recover the amount of a claim under this contract unless the requirements of conditions 4, 5 and 6 are complied with and until the amount of the loss has been ascertained by an arbitrator under section 177, by a judgment after trial of the issue or by written agreement between the insurer and the insured.
- (3) Every action or proceeding against the insurer in respect of loss or damage for which coverage is provided under this contract must be commenced within 2 years from the occurrence of the loss or damage.

Who may give notice and proof of claim

9. Notice of a claim related to loss or damage of the vehicle may be given and proof of claim and a statutory declaration may be made.
 - (a) by the agent of the insured named in this contract in case of absence or inability of the insured to give the notice or make The proof or statutory declaration, if the absence or inability is satisfactorily accounted for, or
 - (b) if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Termination

10. (1) This contract may be terminated
 - (a) by the insured named on this contract at any time on request, and
 - (b) by the insurer not less than
 - (i) 5 days after the insurer gives written notice of termination to the insured in person, or
 - (ii) 15 days after the insurer sends, by registered mail, written notice of termination to the last address of the Insured according to the insurer's records.
- (2) On termination the insurer must refund the excess of premium actually paid by the insured over the proportionate premium for the expired time less any debt owed by the insured to the insurer, but in no event must the proportionate premium for the expired time less any debt owed by the insured to the insurer be less than any minimum retained premium specified in this contract.
- (3) If this contract is terminated by the insurer, the refund must accompany the notice unless the premium is subject to adjustment

or determination as to the amount, in which case the refund must be made as soon as practicable.

Notice

11. (1) A written notice to the insurer may be delivered at, or sent by registered mail to, the head office of the insurer in British Columbia or to a person appointed as an agent by the insurer for the purpose of receiving notices.
(2) Written notice may be given to the insured named in this contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest address according to the insurer's records.
(3) In this condition and condition 10, **registered** means registered in or outside Canada.

ADDITIONAL CLAUSES

NOTICE TO AUTHORITIES	Where the loss is due to malicious acts, burglary, robbery, theft of attempt thereat, or is suspected to be so due, the Insured shall give immediate notice to the police or other authorities having jurisdiction.
NO BENEFIT TO BAILEE	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	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 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	In the case of loss 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 & LABOUR	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	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 property deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace same with material of like kind and quality.
SUBROGATION	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.
LIBERALIZATION CLAUSE	If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.
DEDUCTIBLE CLAUSE	We are liable only for the amount by which the loss or damage caused by any of the perils insured against under the policy exceeds the amount of deductible stipulated either in the Declarations or separately within this policy. This deductible clause is not applicable in the event of a total or constructive total loss.

SPECIAL CONDITIONS

TERRITORIAL LIMITS	This policy insures only within the territorial limits of Canada and the Continental United States of America including Alaska, or while in transit between points therein.
OWNERSHIP AND USE OF PROPERTY INSURED	The property insured may be owned by the Insured or in his custody or control and for which he is legally liable. It is a condition of this policy that the property insured is used solely for private pleasure purposes and will not be rented to others.
LOSS CLAUSE	The amount of insurance provided by this policy shall not be reduced as a consequence of loss payment.
SUBROGATION	Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insurer to recover.
OTHER INSURANCE	If there is available to the Insured or any other interested party any other valid and collectible insurance which would apply in the absence of this Policy, the insurance under this Policy shall apply only as excess insurance over such other insurance.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIFICALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing, signed 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 Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the Policy.

IV. STANDARD LLOYD'S ENDORSEMENT SCHEDULE

This schedule of documents contains the following notices, endorsements, and clauses which apply to the attached policy.

1. LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL – LSW 1542F
2. NOTICE CONCERNING PERSONAL INFORMATION – LSW 1543C
3. IDENTIFICATION OF INSURER / ACTION AGAINST INSURER – LSW 1550
4. IDENTIFICATION OF INSURER / ACTION AGAINST INSURER – LSW 1548C
5. POLICY DISCLOSURE STATEMENT – LSW1669
6. LLOYD'S UNDERWRITERS CODE OF CONSUMER RIGHTS & RESPONSIBILITIES – LSW 1565C
7. SEVERAL LIABILITY NOTICE – LSW 1001
8. SEVERAL LIABILITY CLAUSE – LMA 5096
9. SANCTION LIMITATION AND EXCLUSION CLAUSE – LMA3100
10. CYBER EXCLUSION ENDORSEMENT – NMA2981
11. ELECTRONIC DATA ENDORSEMENT B - NMA2915
12. WAR AND TERRORISM EXCLUSION ENDORSEMENT – NMA2918
13. ABSOLUTE MICROORGANISM EXCLUSION – 2791MAP0001
14. LAND, WATER AND AIR EXCLUSION – NMA2340
15. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION – NMA2340
16. DEBRIS REMOVAL ENDORSEMENT – NMA2340
17. RADIOACTIVE CONTAMINATION EXCLUSION – NMA1191
18. ELECTRONIC DATE RECOGNITION EXCLUSION – NMA2802
19. NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) – CANADA - NMA1978A

1. LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL – LSW 1542F

Should a policyholder wish to file a complaint relative to a policy with Lloyd's Underwriters effected through you, the policyholder must be provided with the following Lloyd's Underwriters' 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:
1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6
Tel: 1-877-455-6937
Fax: (514) 861-0470
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

2. NOTICE CONCERNING PERSONAL INFORMATION – LSW 1543C

How we use your information

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her 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.

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

What personal information we collect about you

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

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account 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 <http://www.lloyds.com/common/privacy-and-cookies-statement>.

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 the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

Disclosure without consent

The following are reasonable grounds to permit the disclosure of personal information without the knowledge or consent of a customer:


- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims
- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

How to access your information and/or contact us

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at info@lloyds.ca. The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through info@lloyds.ca.

3. IDENTIFICATION OF INSURER / ACTION AGAINST INSURER – LSW 1550

IDENTIFICATION OF INSURER/ACTION AGAINST INSURER	
	Lloyd's Approved Coverholder ("the Coverholder"):
	Can-Sure Underwriting
	PO Box 10008 Pacific Centre
	Suite 1488 – 700 W Georgia Street Vancouver, BC V7Y 1A1


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

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, whose address for such service is 1155, rue Metcalfe, Suite 1540, Montreal, Quebec H3B 2V6.

NOTICE


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

4. IDENTIFICATION OF INSURER / ACTION AGAINST INSURER – LSW 1548C

	[Class As Per Applicable Sections on the Declarations] INSURANCE Effected with certain Lloyd's Underwriters, "The Company", "The Insurer", or "This Company" through Lloyd's Approved Coverholder ("the Coverholder"):
	Can-Sure Underwriting PO Box 10008 Pacific Centre Suite 1488 – 700 W Georgia Street Vancouver, BC V7Y 1A1

POLICYNO: As per declaration page
 INSUREDNAME: As per declaration page
 INSUREDADDRESS: As per declaration page
 PERIOD OF INSURANCE: from: As per declaration page
 to: As per declaration page
 (both days at 12:01 a.m. Standard Time at the Address of the Insured).
 PREMIUM: As per declaration page
 LIMIT OF LIABILITY OR AMOUNT OF INSURANCE: As per declaration page

The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

<p>IDENTIFICATION OF INSURER / ACTION AGAINST INSURER</p> <p>This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. [insert number] (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.</p> <p>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, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.</p> <p>NOTICE</p> <p>Any notice to the Underwriters may be validly given to the Coverholder.</p> <p>In witness whereof this policy has been signed as authorized by the Underwriters, by Cansure Underwriting.</p> <div style="text-align: right; margin-top: 20px;">  Per..... </div>

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.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

5. POLICY DISCLOSURE STATEMENT – LSW1669

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

6. LLOYD'S UNDERWRITERS CODE OF CONSUMER RIGHTS & RESPONSIBILITIES – LSW 1565C

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.

7. SEVERAL LIABILITY NOTICE – LSW 1001

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

8. SEVERAL LIABILITY CLAUSE – LMA 5096

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

9. SANCTION LIMITATION AND EXCLUSION CLAUSE – LMA3100

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

10. CYBER EXCLUSION ENDORSEMENT – NMA2981

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that this Insurance excludes liability for Loss, directly or indirectly caused by, resulting from or in connection with the Insured's use of or reliance upon or sale or supply of any computer hardware or related Information Technology or communication system, any computer software, Internet, Intranet, Website or similar facility, system or network and/or any electronic data or related information

PROVIDED THAT

this endorsement shall not exclude claims for personal injuries caused by an accident involving physical contact with computer hardware.

"Loss" in this endorsement shall include (but shall not be limited to) injury, loss, damage, cost or expense of whatsoever nature including consequential and pure financial loss, and loss of, damage to, deterioration or corruption (whether permanent or temporary) or loss of use of any computer hardware or related Information Technology or communication system, any computer software, Internet, Intranet, Website or similar facility, system or network and/or any electronic data and related information.

If the Underwriters maintain that by reason of this endorsement any Loss is not covered by this Insurance, the burden of proving the contrary shall be upon the Insured.

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

11. ELECTRONIC DATA ENDORSEMENT B - NMA2915

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils; Fire Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

12. WAR AND TERRORISM EXCLUSION ENDORSEMENT – NMA2918

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

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

13. ABSOLUTE MICROORGANISM EXCLUSION – 2791MAP0001

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

14. LAND, WATER AND AIR EXCLUSION – NMA2340

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

15. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION – NMA2340

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation), which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term “any kind of seepage or any kind of pollution and/or contamination” as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a “hazardous substance” by the United States Environmental Protection Agency or as a “hazardous material” by the United States Department of Transportation, or defined as a “toxic substance” by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

16. DEBRIS REMOVAL ENDORSEMENT – NMA2340

This endorsement contains provisions which may limit or prevent recovery under this policy for loss where costs or expenses for debris removal are incurred.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as “Damage or Destruction”), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
 - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
 - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of CAN\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
 - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - (i) the amount of the Damage or Destruction; and
 - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

17. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE – PHYSICAL DAMAGE DIRECT - NMA1191

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

*Note - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

18. ELECTRONIC DATE RECOGNITION EXCLUSION – NMA2802

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 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.

19. NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) – CANADA - NMA1978A

(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers) It is agreed that this Policy does not apply:

- (a) To liability imposed by or arising under the nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) To bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any other such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) To bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation or fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium, or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams or uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.