A&E INSURANCE FOR ARCHITECTS & ENGINEERS

ProSurance™ A&E Policy Document

Contents

Preamble
Insuring Clauses
How Much We Will Pay
Your Deductible
Definitions
Exclusions
General Conditions
Statutory Conditions
Privacy Notice
Ontario Commercial Liability Notice
Complaints Procedure
Subscription Notice

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PREAMBLE

This Policy is a contract of insurance between you and us. Your Policy contains all the details of the cover that we provide, subject always to our receipt of the premium. This Policy consists of and must be read together with the Declarations and any Endorsements. This Policy is not complete unless it is signed and a Declarations page is attached.

The Sections of this policy are identified by blue lines across the page with white upper case print. Clause headings in blue upper case print are for information only and do not form part of the cover given by this Policy. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the definitions section and elsewhere. Words stated in the singular shall include the plural and vice versa. However, this protocol does not apply to the statutory conditions and subsequent Sections.

IMPORTANT: INSURING CLAUSES 1 and 2 provide cover on a claims made basis. Under these INSURING CLAUSES a claim must be first made against the company named as the Insured in the Declarations or any subsidiary during the period of the policy and notified to us during the period of the policy to be covered.

In consideration of the Premium and in reliance upon the information that you have provided to us prior to commencement of this insurance and which is deemed to form the basis of this insurance:

INSURING CLAUSES

INSURING CLAUSE 1: ERRORS & OMISSIONS

SECTION A: PROFESSIONAL LIABILITY

We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any claim first made against the company named as the Insured in the Declarations or any subsidiary and notified to us during the period of the policy arising out of any:

a) negligent act, error or omission, negligent misstatement or negligent misrepresentation;

b) breach of any contractual term implied by law concerning necessary quality, safety or fitness, or your duty to use reasonable care and skill;

c) breach of warranty of authority, breach of duty, breach of trust, breach of confidence, misuse of information or breach of privacy;

d) libel, slander or defamation;

e) dishonesty of your directors, partners, officers or employees we maintain all rights of subrogation to recover such legal costs and expenses from any director, partner, officer or employee if they are found guilty of such a dishonest act; or

f) other act, error or omission giving rise to civil liability to your clients but not any breach of contract save as specified above;

committed by you or on your behalf in the course of your business activities. We will also pay costs and expenses on your behalf.

SECTION B: BREACH OF CONTRACT

We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any claim by a client first made against the company named as the Insured in the Declarations or any subsidiary and notified to us during the period of the policy arising out of any breach of client contract. We will also pay costs and expenses on your behalf.

SECTION C: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any claim first made against the company named as the Insured in the Declarations or any subsidiary and notified to us during the period of the policy arising out of your infringement of any intellectual property right in the course of your business activities. We will also pay costs and expenses on your behalf.

SECTION D: POLLUTION LIABILITY

We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any claim first made against the company named as the Insured in the Declarations or any subsidiary and notified to us during the period of the policy arising out of:

a) pollution or contamination of the atmosphere, or of any water, land, buildings or other property;

b) any enforcement action in connection with the containment, clean-up, removal or treatment of such pollution or contamination.

We will also pay costs and expenses on your behalf.

SECTION E: LOSS OF DOCUMENTS

We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any claim first made against the company named as the Insured in the Declarations or any subsidiary and notified to us during the period of the policy arising out of destruction of, damage to, loss or mislaying of your documents or documents in your care, custody or control. We will also pay costs and expenses on your behalf.

SECTION F: COMPUTER VIRUS AND HACKING ATTACK

We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any claim first made against the company named as the Insured in the Declarations or any subsidiary and notified to us during the period of the policy as a direct result of:

a) any third parties' financial losses arising directly from a hacking attack or virus that has emanated from or passed through your computer systems, or

b) any third parties' financial losses arising directly from their inability to access your computer systems in the way in which you have authorised them to as a direct result of your computer systems' failure or impairment due to a hacking attack or virus, or

c) any third parties' financial losses arising directly from the loss or theft of your data or data for which you are responsible or held to be responsible arising directly from a hacking attack or virus.

We will also pay costs and expenses on your behalf.

SECTION G: LOSS MITIGATION

We agree to pay any reasonable costs necessarily incurred by you with our prior written consent in respect of measures taken by you for the sole purpose of avoiding or mitigating a claim or potential claim for which you would be entitled to indemnity under INSURING CLAUSE 1 of this Policy had such measures not been taken.

SECTION H: PAYMENT OF WITHHELD FEES

We agree to pay your withheld fees with our prior written consent in the event that your client brings or threatens to bring a claim against you that would be covered under INSURING CLAUSE 1, SECTIONS A or B for an amount greater than your withheld fees if you attempt to recover the withheld fees from them. Prior to payment of your withheld fees you must obtain written confirmation from your client that they will not bring a claim against you if you agree not to pursue them for your withheld fees and provide it to us.

ALL SECTIONS

We will not make any payment on your behalf under any section of...
INSURING CLAUSE 2: EMPLOYEE BENEFITS LIABILITY
We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants’ costs and expenses) as a result of any claim arising out of an employee's injury or damage occurring during the period of the policy in the course of your business activities. We will also pay costs and expenses on your behalf.

INSURING CLAUSE 3: THIRD PARTY LIABILITY
We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants’ costs and expenses) as a result of any claim arising out of an accident occurring during the period of the policy in the course of your business activities. We will also pay costs and expenses on your behalf.

INSURING CLAUSE 4: PRODUCTS LIABILITY
We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants’ costs and expenses) as a result of any claim arising out of an accident occurring during the period of the policy in the course of your business activities in connection with any product. We will also pay costs and expenses on your behalf.

INSURING CLAUSE 5: TENANTS’ LEGAL LIABILITY
We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants’ costs and expenses) as a result of any claim arising out of accidental injury or damage occurring during the period of the policy in the course of your business activities. We will also pay costs and expenses on your behalf.

INSURING CLAUSE 6: MEDICAL EXPENSES
We agree to pay medical expenses for injury caused by a accident occurring during the period of the policy:

a) on premises you own or rent;

b) because of your business activities;

c) the injured person, at the time of the accident, is not entitled to benefits under any workers’ compensation or disability benefits law or similar law; and

d) the medical expenses are incurred and notified to us within one year of the date of the accident; and

e) the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

INSURING CLAUSE 7: COMMERCIAL PROPERTY
We agree to reimburse you up to the amount insured shown in the Declarations for:

a) the cost of repairing damage occurring during the period of the policy to beneficiaries of your office buildings, including landlord's fixtures and fittings, walls, gates and fences, yards, car parks and pavements, piping, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of your responsibility;

b) damage occurring during the period of the policy to contents of every description contained in your office;

c) damage occurring during the period of the policy to contents of every description kept at the home of your directors, officers, partners or employees in the course of your business activities;

d) damage occurring during the period of the policy to contents of every description temporarily elsewhere, including while in transit;

e) the necessary and reasonable costs you incur following damage occurring during the period of the policy to glass which belongs to you or for which you are legally responsible for:

i) temporary boarding up;

ii) repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;

iii) replacement lettering or other ornamental work and alarm foil on glass;

f) damage occurring during the period of the policy to money held in the course of your business activities:

1) in the office during business hours, in transit or in a Bank Night Safe;

2) in the office outside business hours in a locked safe;

3) at the home of your directors, officers, partners or employees;

4) damage occurring during the period of the policy to the personal belongings of your employees or visitors to the office provided they are not covered under any other insurance;

5) the reasonable cost of compiling the documents, books of account, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing that you need to continue your business activities if these items have been lost or distorted as a direct result of damage covered under this INSURING CLAUSE;

6) the costs you incur to replace locks and keys necessary to maintain the security of your office or safes following theft of keys involving force and violence occurring during the period of the policy;

7) the amount of any rent for the office which you are legally obliged to pay for any period during which the office or any part of it is unusable as a result of damage covered under this INSURING CLAUSE.

We also agree to pay:

a) costs and expenses on your behalf;

b) compensation as shown in the Declarations if any of your directors, officers, partners or employees who are aged between 16 and 70 on the Inception Date shown in the Declarations suffers an injury in the course of your business activities in a robbery or attempted robbery and suffers:

i) death, permanent total disablement, loss of a limb or loss of sight as a direct result of the injury within one year of the date of its occurrence;

ii) temporary total disablement. The compensation for temporary total disablement will be the amount shown in the Declarations per week, for a maximum of 104 weeks.

However, we will not pay compensation under more than one heading in the Declarations for the same injury.

INSURING CLAUSE 8: BUSINESS INTERRUPTION
We agree to reimburse you up to the amount insured shown in the Declarations for your loss of income, extra expense, loss of revenue and development expenditure, project delay costs and accounts receivable resulting solely and directly from an interruption to your business activities caused by:

a) insured damage to your office or contents of every description or to any other property used by you at your office;

b) insured damage to property in the vicinity of your office which prevents or hinders your access to your office;

c) insured damage at the premises of one of your suppliers, other than a supplier of water, gas, electricity or telephone services;
**HOW MUCH WE WILL PAY**

The maximum amount payable by us for all claims, losses, damage, costs and expenses shall not exceed the amounts shown in the Declarations in respect of each INSURING CLAUSE unless limited below.

However, solely with respect to any claims under this Policy that shall and must be governed by Quebec law on the scope of our liability, we agree to pay costs and expenses in addition to the Limits of Liability stated in the Declarations.

Where more than one claim or loss arises from the same original cause or single source or event all such claims or losses shall be deemed to be one claim or loss and only one limit of liability shall be payable in respect of the aggregate of all such claims or losses.

Where cover is provided under multiple SECTIONS of INSURING CLAUSE 1 only one Limit of Liability shall be payable in respect of that claim.

In respect of INSURING CLAUSES 1 to 5 we may at any time pay to you in connection with any claim the amount of the aggregate limit of liability or limit of liability (after deduction of any amounts already paid). Upon such payment being made we shall relinquish the conduct and control of and be under no further liability in connection with such claim except for the payment of costs and expenses incurred prior to the date of such payment (unless the aggregate limit of liability or limit of liability is stated to be inclusive of costs and expenses).

In respect of INSURING CLAUSE 7 only:

a) At our option, we will pay for any damaged property on the following basis:
   i) for the office, the cost of rebuilding or replacing the damaged property;

b) For contents of every description, the cost of repair or replacement as new.

c) If, at the time the damage occurs, the amount insured is less than 85% of the total value of the office or contents of every description insured, the amount we will pay will be reduced in the same proportion as the amount insured bears to the total value of the office or contents of every description insured.

d) For contents of every description. the cost of repair or replacement as new.

**YOUR DEDUCTIBLE**

We shall only be liable for that part of each and every claim, loss or medical expenses (which for the purpose of this clause shall be deemed to include all costs and expenses incurred) which exceeds the amount of the Deductible stated in the Declarations. Where more than one claim, loss or medical expenses arises from the same original cause or single source or event all such claims, losses or medical expenses shall be deemed to be one claim, loss or medical expenses and only one Deductible will apply.

If any expenditure is incurred by us which by virtue of this clause is your responsibility then you shall reimburse such amount to us on our request or where possible we will deduct such amount from any payment we make to you.

**DEFINITIONS**

1. “Accounts receivable” means:
   a) all sums due to you from customers, provided you are unable to effect collection thereof as the direct result of insured damage to records of accounts receivable;
   b) interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such insured damage;
   c) collection expense in excess of normal collection cost and made necessary because of insured damage.

2. “Administration” means:
   a) counseling employees, including their dependants and beneficiaries, with respect to your employee benefit program;
   b) handling records in connection with your employee benefit program;
   c) effecting enrolment or termination of any employee’s participation in a plan included in your employee benefit program.

3. “Aggregate limit of liability” means the maximum amount payable as stated in the Declarations by us in respect of all claims, or in respect of all accidents giving rise to medical expenses.

4. “Amount insured” means the maximum amount payable by us as shown in the Declarations in respect of each of INSURING CLAUSES 7 and 8. The amount applies to each incident of loss or damage occurring during the period of the policy provided always that after the first incident of loss or damage you comply with our recommendations to prevent any further incidents of loss or damage.


6. “Business activities” means:
   d) interpreting your employee benefit program.
7. “Claim” means a demand received by you for money or services, including the service of suit or institution of arbitration proceedings. “Claim” shall also mean a threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction).

8. “Client” means any third party with whom you have a written or implied contract in place for the supply of your business activities in return for a fee.

9. “Contents of every description” means the contents of your office used in connection with your business activities which are owned by you or for which you are legally responsible, including:
   a) computer and ancillary equipment (including monitors, keyboards, printers and software), television and video equipment, photographic, photocopying, surveying and telecommunications equipment;
   b) documents, briefs, manuscripts, plans, business books, computers systems records and programs;
   c) goods held in trust, stock and samples;
   d) wines, spirits and tobacco kept for entertainment purposes;
   e) works of art or precious metals;
   f) fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
   g) heating oil for the office contained in fixed tanks in the open at the address shown in the Declarations;
   h) tenant’s improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials and satellite dishes;
   i) pipes, ducting, cables, wires and associated control equipment at the address shown in the Declarations and extending to the public mains.

“Contents of every description” does not include money or the personal belongings of your employees or visitors to the office.

10. “Costs and expenses” means:
   a) in respect of INSURING CLAUSES 1 (SECTIONS A to F only) and 2,
      i) your legal costs and expenses in the defence or settlement of any claim made against you, and
      ii) your legal costs and expenses in the defence of any criminal claim made against you, provided that we maintain all rights of subrogation to recover such legal costs and expenses from any director, officer, partner or employee if they are found guilty of such a criminal act, and
   b) in respect of INSURING CLAUSES 3 to 5,
      i) your legal costs and expenses in the defence or settlement of any claim made against you, and
      ii) the cost of bonds to release attachments but without any obligation to furnish these bonds, and
   iii) interest on that part of any judgment we pay that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the limit of liability.

   c) in respect of INSURING CLAUSES 7 and 8, the costs and expenses incurred by you or on your behalf in establishing that you have sustained a loss or damage and the quantum of such loss or damage or the costs and expenses incurred by you or on your behalf in mitigating any such loss or damage,
   d) in respect of INSURING CLAUSE 7 only, the necessary and reasonable costs and expenses you incur to remove debris from the premises or the area immediately adjacent, following damage covered under this INSURING CLAUSE.

Subject to all costs and expenses being incurred with the Claims Managers’ written consent (such consent not to be unreasonably withheld).

11. “Damage/damaged” means direct physical damage to, or destruction of, or loss of possession of, or loss of use of, tangible property. In respect of INSURING CLAUSES 1, 3 and 4 damage does not include damage to or destruction of, or loss of possession of, or loss of use of, or corruption of, data.

12. “Documents” means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms, computer programmes or information stored, written or punched into card or tape or magnetic discs or tapes or any other data media and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank notes, currency notes and negotiable instruments).

13. “Employee” means any person employed by the company named as the Insured in the Declarations, or any subsidiary. Employee does not include any director, officer or partner of the company named as the Insured in the Declarations, or any subsidiary.

14. “Employee benefit program” means group automobile insurance, group homeowners insurance, group life insurance, group dental insurance, group health insurance, profit sharing plans, pension plans, early retirement offerings, employee investment subscription plans, Workers’ Compensation, Unemployment Insurance, Social Security, Disability Benefit Insurance, travel, savings or vacation plans or any similar benefit programs.

15. “Extra expense” means the necessary and reasonable extra costs and expenses you incur in order to continue your business activities during the indemnity period.

16. “Hacking attack” means any malicious or unauthorised electronic attack including but not limited to any fraudulent electronic signature, brute force attack, phishing, denial of service attack, that has been initiated by any third parties or by any employees and that is designed to damage, destroy, corrupt, overload, circumvent or impair the functionality of computer systems, software and ancillary equipment.

17. “Income” means your total income from your business activities.
18. “Indemnity period” means the period beginning at the date of the damage, or the date the restriction is imposed, and lasting for the period during which your income or expenditure is affected as a result of such damage or restriction, but for no longer than the number of months shown in the Declarations.

19. “Injury” means:
   a) in respect of INSURING CLAUSE 1 death, bodily injury, mental injury, illness or disease;
   b) in respect of all other INSURING CLAUSES:
      i) death, bodily injury, mental injury, illness, disease, shock, mental anguish or humiliation; and
      ii) false arrest, detention or imprisonment; and
      iii) malicious prosecution; and
      iv) wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies.

20. “Insured damage” means damage to property provided that:
   a) the damage is covered under INSURING CLAUSE 7 or an insurer has paid the claim, or has agreed to pay the claim, under any other insurance covering such damage.
   b) the damage is covered under INSURING CLAUSE 8.

21. “Intellectual property right” means any intellectual property right including but not limited to trademarks, trade secrets, broadcasting rights, domain names, metatags and copyrights but does not include patents.

22. “Limit of liability” means the maximum amount payable by us as stated in the Declarations in respect of each claim or loss, or in respect of each accident giving rise to medical expenses.

23. “Loss of a limb” means loss by physical separation of a hand at or above the wrist, of a foot at or above the ankle, and includes total and irrecoverable loss of use of a hand, arm or leg.


26. “Money” means cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, postage stamps, savings stamps and certificates, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers tickets and contents of franking machines, all belonging to you.

27. “Medical expenses” means reasonable expenses for:
   a) first aid administered at the time of an accident;
   b) necessary medical, surgical, x ray and dental services, including prosthetic devices;
   c) necessary ambulance, hospital, professional nursing and funeral services.

28. “Office” means the office space (including any outbuildings) you occupy at the address shown in the Declarations as more fully described in the application form.

29. “Period of the policy” means the period between the Inception Date shown in the Declarations and the Expiry Date shown in the Declarations or until the Policy is cancelled in accordance with GENERAL CONDITION 10 of this Policy.

30. “Permanent total disablement” means disablement which entirely prevents the injured person from attending to any business or occupation for which he is reasonably suited by training, education or experience for 24 calendar months and at the expiry of that period being beyond hope of improvement.

31. “Project delay costs” means any additional costs and expenses incurred by you as a direct result of a delay to a project, including the interest charges incurred from any reasonable loan required as a result of a delayed milestone payment.

32. “Product” means any tangible property (including containers, packaging, labelling or instructions, but explicitly excluding any software, data, or source code) after it has left your custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered, processed, cleaned, renovated or repaired by you or on your behalf in the course of your business activities.

33. “Research and development expenditure” means your expenditure on research and development less the cost of reusable materials consumed for the purposes of the research and development.

34. “Subsidiary” means any company which the company named as the Insured in the Declarations controls through:
   a) holding 50% or more of the voting rights;
   b) having the right to appoint or remove 50% or more of its board of directors; or
   c) controlling alone, pursuant to a written agreement with other shareholders or members, 50% or more of the voting rights therein.

35. “Temporary total disablement” means disablement which entirely prevents the injured person from attending to his business or occupation.

36. “Third party” means any person or company who is not a director, officer, partner or employee of the company named as the Insured in the Declarations, or any subsidiary.

37. “Virus” means any malicious software code including but not limited to any logic bomb, Trojan horse or worm that has been introduced by any third parties or by any employees and that is designed to damage, destroy, corrupt, overload, circumvent or impair the functionality of computer systems, software and ancillary equipment.

38. “We/our/us” means the Underwriters named in the Declarations.

39. “Withheld fees” means any contractually due fee that your client refuses to pay you, but excludes any part of the fee that represents your profit or mark-up or liability for taxes.

40. “Workmanship” means any physical workmanship in manufacture, fabrication, construction, erection, installation, assembly, alteration, servicing, remediation, repair, demolition or disassembly (including any materials, parts or equipment furnished in connection therewith) by you.

41. “Wrongful act” means any act or event the subject of INSURING CLAUSE 1 of this Policy for which you have purchased coverage.

42. “You/your” means:
   a) the company named as the Insured in the Declarations, or any subsidiary, and
   b) any past, present or future employee, trainee, director, officer or partner of the company named as the Insured in the Declarations or any subsidiary.
EXCLUSIONS

EXCLUSIONS RELATING TO OTHER INSURANCES:

1. Marine and aviation
   arising directly or indirectly from the ownership, possession or use
   by you or on your behalf of any aircraft, hovercraft, offshore
   installation, rig, platform or watercraft.

2. Auto
   arising directly or indirectly from the ownership, possession or use
   by you or on your behalf of any motor vehicle or trailer other than
   injury or damage:
   a) caused by the use of any tool or plant forming part of or
      attached to or used in connection with any motor vehicle or
      trailer;
   b) occurring beyond the limits of any carriageway or thoroughfare
      and caused by the loading or unloading of any motor vehicle
      or trailer;
   c) arising out of the use of any motor vehicle or trailer
      temporarily in your custody or control for the purpose of
      parking;
   provided always that we will not make any payment on your
   behalf or incur any costs and expenses in respect of any legal liability
   for which compulsory insurance or security is required by legislation or
   for which a government or other authority has accepted responsibility.

3. Project-specific insurance
   arising out of any projects for which you have purchased project
   specific insurance.

4. Product guarantee
   for costs incurred in the repair, alteration, reinstatement, inspection,
   reconditioning or replacement of any product or part thereof and any
   financial loss consequent upon the necessity for such repair, alteration,
   reinstatement, inspection, reconditioning or replacement, other than in respect of INSURING CLAUSE 1 when you are legally
   obliged to pay these sums to a client.

5. Product recall
   arising directly or indirectly from the recall of any product or part
   thereof except for costs made under INSURING CLAUSE 1 when you
   are legally liable for these costs to a third party as the direct result of a wrongful act committed or alleged to have been
   committed by you.

6. Employment practices
   arising out of or resulting from any employer-employee relations,
   policies, practices, acts, omissions, any actual or alleged refusal to
   employ any person, or misconduct with respect to employees.

7. Employers' liability
   arising directly or indirectly out of injury to your directors, officers,
   partners or employees.
   However, this EXCLUSION shall not apply to employees on whose
   behalf contributions are required to be made by you under the provisions of any Workers’ Compensation Law in respect of whom
   liability has been denied by any Workers’ Compensation authority.

8. Directors' and Officers’
   arising out of any personal liability incurred by your directors or
   officers when they are acting in that capacity or managing you, or
   arising from any statement, representation or information regarding
   your business contained within any accounts, reports or financial
   statements.

9. Double insurance
   for which you are entitled to indemnity under any other insurance
   except for:
   a) any additional sum which is payable over and above such other
      insurance, or
   b) any contribution that we are obliged to make by law and that
      contribution shall be in proportion to the respective limits of
      liability or amounts insured of the Policies.

EXCLUSIONS RELATING TO THE CONDUCT OF YOUR BUSINESS:

10. Benefit laws
    arising directly or indirectly out of your failure to comply with the
    mandatory provisions of any law concerning workers compensation,
    unemployment insurance, social security, disability benefits or
    pension benefits.

11. Circumstances known at inception
    arising out of any circumstances or occurrences which could give
    rise to a claim, loss or damage under this Policy or any accidents,
    giving rise to medical expenses of which you are aware, or ought
    reasonably to be aware, prior to the Inception Date of this Policy,
    whether notified under any other insurance or not.

12. Computer failure
    in respect of INSURING CLAUSES 7 and 8 only, arising directly or
    indirectly from loss or distortion of your data or damage to your
    electrical or mechanical plant resulting from a failure of your
    computer or ancillary equipment (including monitors, keyboards,
    printers or software), television or video equipment, photographic,
    photocopying, surveying or telecommunications equipment.
    However, we will reimburse you up to the amount insured for
    damage occurring during the period of the policy to your office
    computer and ancillary equipment, but only if your office computer
    and ancillary equipment is subject to a manufacturer’s guarantee or
    a maintenance contract providing free parts and labour in the event of a breakdown.

13. Contractual fines and penalties
    for fines and penalties arising from your breach of contract, including
    any liquidated damages, service credits or associated penalties arising
    from your failure to perform under a service level agreement

14. Employee benefit program advice
    arising directly or indirectly from:
    a) advice given to any person to participate or not to participate
       in any plan included in your employee benefit program;
    b) the failure of any investment to perform as represented by you.

15. ERISA
    arising out of or resulting from your acts related to any pension,
    healthcare, welfare, profit sharing, mutual or investment plans, funds
    or trusts; or any violation of any provision of the Employee
    Retirement Income Security Act of 1974, or any amendment to the
    Act or any violation of any regulation, ruling or order issued pursuant
    to the Act.

16. Failure to ensure feasibility of contracts
    arising from any contract where before entering into or amending
    the contract you failed to take reasonable steps to ensure that you
    could fulfill all your obligations in accordance with the terms of the
    contract.

17. Faulty workmanship
    arising from damage to your property or office caused directly or
    indirectly by misuse, inadequate or inappropriate maintenance, faulty
    workmanship, defective design, the use of faulty materials or whilst
    being cleaned, worked on or maintained.

18. Hazardous devices
    arising directly or indirectly from any product which with your
    knowledge is intended for incorporation into the structure,
machinery or controls of any aircraft, other aerial device, military vehicle, hovercraft, waterborne craft or any medical equipment.

19. **Legal Action**
where action for damages is brought in a court of law outside the territories specified in the Declarations, or where action is brought in a court of law within those territories to enforce a foreign judgement whether by way of reciprocal agreement or otherwise.

20. **Limiting recovery rights**
arising directly or indirectly out of your failure to take reasonable steps to ensure that our rights of recovery against any third party are not unduly restricted or financially limited by a specific term in any contract or agreement.

21. **Patents**
arising out of the actual or alleged infringement of any patent or inducing the infringement of any patent.

22. **Retroactive Date**
in respect of INSURING CLAUSES 1 and 2 only, arising out of any actual or alleged wrongful act or negligent act, error or omission committed before the date specified as the Retroactive Date in the Declarations.

23. **RICO**
for or arising out of any actual or alleged violation of the Organised Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organisation Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal, state or local law, whether such law is statutory, regulatory or common law.

24. **SEC**
for or arising out of the actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, or any similar state or federal law, or any amendment to the above laws or any violation of any order, ruling or regulation issued pursuant to the above laws.

25. **Unjust enrichment**
in respect of INSURING CLAUSE 1 only, for that part of any claim that results in you being in a better financial position as a direct result of your wrongful act than you would have been if you had not committed the wrongful act.

26. **Water ingress (applicable to British Columbia only)**
arising out of, or relating directly or indirectly to, in whole or in part, the infiltration of precipitation into the building envelope of a building located in the Province of British Columbia, or into a multi-unit building located in the Province of British Columbia.

For the purposes of this exclusion the following definitions are added to the Policy:

**Multi-unit building** means a building containing more than one unit, whether that unit is used for residential, industrial or any other purpose.

**Building envelope** means the assemblies, components, and materials of a building which are intended to separate and protect the interior space of a building from the adverse effects of exterior climatic conditions.

**Infiltration of precipitation** means, but is not limited to, the actual, alleged, threatened, or possible infiltration, migration, presence, accumulation, condensation or dispersal of water or moisture on, in, or into the building envelope.

27. **Willful or dishonest acts of directors**
in respect of INSURING CLAUSES 1 and 2 only, arising out of any willful, malicious, reckless or dishonest act or omission by any director, partner or officer of the company named as the Insured in the Declarations or any subsidiary, unless such person had already ceased to be a director, partner or officer of the company named as the Insured in the Declarations at the time of their first willful, malicious, reckless or dishonest act or omission, or unless specifically covered under INSURING CLAUSE 1 SECTION A (a). We will not provide any cover for any director, partner or officer of the company named as the Insured in the Declarations or any subsidiary who commits, condones or ignores any dishonesty.

**GENERAL INSURANCE EXCLUSIONS:**

28. **Antitrust**
for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising unless insurable under the applicable law.

29. **Asbestos**
arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos, or asbestos fibres or dust, unless arising directly from a wrongful act committed by you:

a) on or after 1st January 1990, or
b) on or after the date specified as the Retroactive Date in the Declarations,
c) whichever is the later, in the course of your business activities.

30. **Associated companies**
a) in respect of any claim made by any company firm or partnership in which the company named as the Insured in the Declarations has an executive or financial interest, unless such claim emanates from an independent third party; or
b) in respect of any claim made by any company firm or partnership or individual which has an executive or financial interest in the company named as the Insured in the Declarations or any subsidiary, unless such claim emanates from an independent third party; or
c) arising out of or resulting from any of your activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the company named as the Insured in the Declarations or any subsidiary; or
d) in respect of any claim made by or on behalf of the company named as the Insured in the Declarations or any subsidiary.

31. **Earthquake**
in respect of INSURING CLAUSES 7 and 8 only, caused by earthquake, except for:

a) ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment;

b) ensuing damage to contents of every description while in transit.

32. **Electromagnetic fields**
directly or indirectly arising out of, resulting from or contributed to by electromagnetic fields, electromagnetic radiation, electromagnetism, radio waves or noise.

33. **Flood**
in respect of INSURING CLAUSES 7 and 8 only, caused by flood, including waves, tides, tidal waves, or the rising of, the breaking out, or the overflow, of any body of water whether natural or manmade, but this EXCLUSION does not apply to:

a) ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment;

b) ensuing damage to contents of every description while in transit.

34. **Fines**
for fines, penalties, civil or criminal sanctions and for punitive, multiple or exemplary damages unless insurable under the applicable law.

35. **Insolvency**
arising out of or relating directly or indirectly from your insolvency or bankruptcy, or the insolvency or bankruptcy of any third party, Furthermore, no coverage is provided under INSURING CLAUSE 8 if you become insolvent or bankrupt.

36. **Land or water**
arising directly or indirectly from damage to land or water within or
GENERAL CONDITIONS

1. What you must do in the event of a claim or loss

   Should any director, partner, or senior executive officer of the company named as the Insured in the Declarations and any subsidiary become aware of any claim, loss or damage or of any situation that could give rise to a claim, loss or damage or should an allegation, complaint or claim be made or intimated against you, the following obligations must be complied with by you:
   a) You must not admit liability for or settle or make or promise any payment in respect of any claim, loss or damage which may be covered under this Policy. Neither must you incur any costs or expenses in connection with such a claim, loss or damage without our written consent. However, you should arrange for any urgent repairs following damage covered under INSURING CLAUSE 7 to be done immediately. Before any other repair work begins we have the right to inspect your damaged property. We will notify you if we intend to do this.
   b) The Claims Managers, as specified in the Declarations, must be notified as soon as is reasonably possible if during the period of the policy:
      i) you suffer any loss or damage that could be covered by this Policy or any allegation, complaint or claim is made or intimated against you, whether verbal or in writing.
      ii) any director, partner, or senior executive officer of the company named as the Insured in the Declarations and any subsidiary become aware of the intention of any person to make a complaint against you, whether verbal or in writing. Once notice has been
made to us, we will regard any subsequent claim that may arise as notified under this Policy.

iii) you become aware of an action of yours that could give rise to a loss, allegation, complaint or claim being made or intimated against you. Once notice has been made we will regard any subsequent claim that may arise as notified under this Policy.

iv) you discover reasonable cause for suspicion of fraud or dishonesty whether this could give rise to a claim under this Policy or not and we shall not be liable under this Policy for any claim or loss sustained in consequence of any fraudulent or dishonest act or omission committed after the date of such discovery.

We have nominated the Claims Managers to accept notice on our behalf.

Due to the nature of the coverage offered by this Policy, any unreasonable delay by any director, partner, or senior executive officer of the company named as the Insured in the Declarations and any subsidiary in notifying the Claims Managers of (i), (ii), (iii) or (iv) above could lead to the size of the claim, loss or damage increasing or to our rights being restricted. We shall not be liable for that portion of any claim that is due to any unreasonable delay in any director, partner, or senior executive officer of the company named as the Insured in the Declarations and any subsidiary notifying the Claims Managers of any claim, loss or damage in accordance with this GENERAL CONDITION.

c) We will expect you to provide us with full and accurate information about any matter that you notify to us under your obligations set out above. Once notice has been made you must give the Claims Managers all the assistance and information that is reasonably required. You must follow their advice and do anything that they reasonably require you to do to avoid, minimise, settle or defend any claim, loss or damage.

If you think a crime has been committed you must report it to the appropriate law enforcement authorities. You must also permit the Claims Managers and any other parties that are appointed by the claims managers to notify the appropriate law enforcement authorities of any claim, loss or damage where this action is deemed necessary, and you must comply with the advice given by such authorities.

If any of your computer or ancillary equipment is lost or stolen while it is temporarily removed from the office, we will not make any payment unless you report the loss to the police within 48 hours after you become aware of it.

2. Continuous cover
If you have neglected, through error or oversight only, to report a claim made against you during the period of a previous renewal of this Policy issued to you by us, then provided that you have maintained uninterrupted insurance of the same type with us since the expiry of the earlier Policy then, notwithstanding EXCLUSION II, we will permit the matter to be reported under this Policy and will indemnify you provided that:

a) the indemnity will be subject to the applicable aggregate limit of liability or limit of liability of the earlier Policy under which the matter should have been reported or the aggregate limit of liability or limit of liability of the current Policy, whichever is the lower;

b) we may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification;

c) the indemnity will be subject in addition, to all of the terms, CONDITIONS, DEFINITIONS and EXCLUSIONS, other than the aggregate limit of liability or limit of liability, contained in this current Policy.

3. Fraudulent claims
If you notify us of any claim knowing that claim to be false or fraudulent in any way, we shall have no responsibility to pay that claim or any other claims under this insurance and the Policy will be treated as if it had not been effected.

4. Agreement to pay claims
We have the right and duty to take control of and conduct in your name the investigation settlement or defence of any claim. We shall also pay on your behalf costs and expenses incurred with our prior written consent (subject to the Limits of Liability and applicable Deductible shown in the Declarations) provided that we shall not:

a) pay for the costs and expenses of any part of a claim that is not covered by this Policy;

b) incur any costs and expenses in the defence of any claim unless there is a reasonable prospect of success, taking into account the commercial considerations of the costs of defence.

We shall always endeavour to settle any claim through negotiation, mediation or some other form of alternative dispute resolution and shall pay on your behalf the amount so agreed by us and the claimant. If we cannot settle by such means, we shall pay the amount which you are found liable to pay either in court or through arbitration proceedings, subject always to the limit of liability shown in the Declarations.

If you refuse to consent to a settlement that we recommend and that the claimant will accept, you must then defend, investigate or settle the claim at your own expense. As a consequence of your refusal, our liability for any claim shall not be more than the amount that we could have settled the claim for had you consented, plus any costs and expenses incurred prior to the date of such refusal.

5. Innocent non-disclosure
We will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or fraudulent or you failed to conduct a full inquiry prior to providing the information that forms the basis of this insurance. In the event that we seek to avoid the Policy or reject any claim on this basis the burden of proving otherwise rests solely with you.

6. Your duty to advise us of changes
If you become aware that any of the information that you have given us in the Application Form or elsewhere in connection with your application for this insurance has materially changed then you must advise us as soon as is practicable. In this event, we reserve the right to amend the terms, conditions or premium of the Policy.

7. Risk management conditions
If we attach any additional conditions to your Policy regarding any risk survey or risk management timetable or any other similar conditions then it is your responsibility to ensure that these conditions are complied with by the deadlines shown in the conditions.

8. Our rights of recovery
If any payment is made under this Policy in respect of a claim, loss or damage and there is available to us any of your rights of recovery against any other party then we maintain all such rights of recovery. We shall not exercise these rights against any past, present or future employee, director, officer or partner of the company named as the Insured in the Declarations or any subsidiary, unless such payment is in respect of any wilful, malicious or dishonest acts or omissions. You must do nothing to impair any rights of recovery. At our request you will bring proceedings or transfer those rights to us and help us to enforce them. Any recoveries shall be applied as follows:

a) first, to us up to the amount of our payment on your behalf including costs and expenses;

b) then to you as recovery of your Deductible or other amounts paid as compensation or costs and expenses.

9. Waiver of subrogation
Notwithstanding GENERAL CONDITION 8 above we agree to waive our rights of subrogation against a responsible third party client of yours but only if you and your client have entered into a contract that contains a provision requiring us to do this.
10. Cancellation
This Policy may be cancelled:

a) by you at any time on request; or
b) by us if we give you 30 days written notice, or
c) by us if we give you 15 days written notice, should any amount in default not be paid within 15 days of the due date shown in the Debit Note that accompanies this Policy.

If you give us notice of cancellation in accordance with a) above, the earned Premium shall be computed at pro rata to the number of days that the Policy is in effect subject to a minimum amount of 30% of the Premium.

If we give you notice of cancellation in accordance with b) or c) above, the Premium shall be computed at pro rata to the number of days that the Policy is in effect.

The Policy Administration Fee shall be deemed fully earned upon inception of the Policy.

11. Prior subsidiaries
In respect of INSURING CLAUSE 1 only, should an entity cease to be a subsidiary after the Inception Date of this Policy, cover in respect of such entity shall continue as if it was still a subsidiary, until the termination of this Policy, but only in respect of any claim or loss that arises out of any act, error or omission committed by that entity prior to the date that it ceased to be a subsidiary.

12. Mergers and acquisitions
During the period of the policy, if the company named as the Insured in the Declarations or any subsidiary:

a) purchases assets or acquires liabilities from another entity in an amount greater than 10% of the assets of the company named as the Insured in the Declarations as listed in its most recent financial statement; or
b) acquires another entity whose annual revenues are more than 10% of the annual revenues of the company named as the Insured in the Declarations for their last completed financial year;

then you shall have no coverage under this Policy for any claim, loss or damage that arises directly or indirectly out of the purchased or acquired entity unless the company named as the Insured in the Declarations gives us written notice prior to the purchase or acquisition, obtains our written consent to extend coverage to such additional entities, assets or exposures, and agrees to pay any additional premium required by us.

If during the period of the policy the company named as the Insured in the Declarations consolidates or merges with or is acquired by another entity, then all coverage under this Policy shall terminate at the date of the consolidation, merger or acquisition unless we have issued an endorsement extending coverage under this Policy, and the company named as the Insured in the Declarations has agreed to any additional premium and terms of coverage required by us.

13. Extended reporting period
In respect of INSURING CLAUSES 1 and 2 only, an Extended Reporting Period of 60 days following the Expiry Date as shown in the Declarations shall be automatically granted hereunder at no additional premium. Such Extended Reporting Period shall cover claims first made and reported to us during this 60 day Extended Reporting Period but only in respect of any act, error or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions and exclusions of the policy.

No claim shall be accepted by us in this 60 day Extended Reporting Period if you are entitled to indemnity under any other insurance, or would have been entitled to indemnity under such insurance but for the exhaustion thereof.

14. Optional extended reporting period
In respect of INSURING CLAUSES 1 and 2 only, in the event of:

a) cancellation or non-renewal of this Policy by us, or
b) cancellation or non-renewal of this Policy by you because you have ceased to trade as the direct result of the retirement or death of all of your directors, officers or partners;

then you shall have the right, upon payment of the Optional Extended Reporting Period Premium shown in the Declarations in full and not proportionally or otherwise in part, to have issued an endorsement providing a 365 day Optional Extended Reporting Period from the cancellation or non-renewal date. Such Optional Extended Reporting Period shall cover claims first made against the company named as the Insured in the Declarations or any subsidiary and notified to us during this Optional Extended Reporting Period but only in respect of any claim arising out of any act, error or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions and exclusions of the policy.

In order for you to invoke the Optional Extended Reporting Period option, the payment of the Optional Extended Reporting Period Premium shown in the Declarations for this Optional Extended Reporting Period must be paid to us within 15 days of the date of the non-renewal or cancellation.

At the commencement of this Optional Extended Reporting Period the entire premium shall be deemed earned and in the event that you terminate the Optional Extended Reporting Period for any reason prior to its natural expiration, we will not be liable to return any premium paid.

The right to the Extended Reporting Period or the Optional Extended Reporting Period shall not be available to you where:

a) Cancellation or non-renewal by us is due to non-payment of premium, or
b) Cancellation or non-renewal by us is due to your failure to pay such amounts in excess of the applicable Limit of Liability or within the amount of the applicable Deductible as is required by this Policy in the payment of claims.

At the renewal of this Policy, our quotation of different premium, Deductible or Limit of Liability or changes in policy language shall not constitute non-renewal by us for the purposes of granting this Optional Extended Reporting Period.

In no event shall the granting of the Extended Reporting Period or the Optional Extended Reporting Period increase our Limit of Liability, including costs and expenses, as shown in the Declarations.

15. Choice of law
This Policy shall be interpreted under, governed by and construed in all respects in accordance with the law of the jurisdiction of the place of registration of the company named as the Insured in the Declarations and for this purpose, we and you agree to submit to the exclusive jurisdiction of the courts within the territorial limits and jurisdiction of the place of registration of the company named as the Insured in the Declarations.

In any action to enforce our obligations under this Policy we can be designated or named as “Lloyd’s Underwriters” and such designation shall be binding on Lloyd’s Underwriters liable under this Policy as if we 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 1135, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.
2. Property of others
Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

3. Change of interest
The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.

4. Material change
Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent; and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must within fifteen (15) days of the receipt of the notice, pay to the Insurer an additional premium; and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. Termination
1. This contract may be terminated:
   a) by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
   b) by the Insured at any time on request.

2. Where this contract is terminated by the Insurer:
   a) the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be less than any minimum retained premium specified; and
   b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

3. Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be less than any minimum retained premium specified.

4. The refund may be made by money, postal or express company money order or cheque payable at par.

5. The fifteen (15) days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. Requirements after loss
1. Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of Conditions 9, 10 and 11:
   a) forthwith give notice thereof in writing to the Insurer;
   b) deliver as soon as practicable to the Insurer a proof of loss.

   i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
   ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
   iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
   iv) showing the amount of other insurance and the names of other Insurers,
   v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property.

   vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
   vii) showing the place where the property insured was at the time of loss.

   c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
   d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

2. The evidence furnished under Clauses 1 (c) and (d) of this condition shall not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

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

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

9. Salvage
1. The Insured in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

2. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph 1 of this condition according to the respective interests of the parties.

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

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

12. When loss payable
The loss is payable within sixty (60) days after completion of the proof of loss, unless the contract provides for a shorter period.

13. Replacement
1. The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

2. In that event the Insurer shall commence to so repair, rebuild or replace the property within forty-five (45) days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.
PRIVACY NOTICE

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, including that previously collected, for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorised by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain non-related or unaffiliated organisations or companies.

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 or through info@lloyds.ca.

ONTARIO COMMERCIAL LIABILITY NOTICE

Notice to Insureds:

Pursuant to the Freedom Of Information And Protection Of Privacy Act, R.S.O. 1990, c.F.31 (as amended)

Important
The notice below applies to insurance contracts containing non-automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the Superintendent of Insurance.

Legal authority for collection
Insurance Act, R.S.O. 1990, c.I.8, section 101(1).

Principal purpose for which personal information is intended to be used
Information collected by insurers from insureds or supplied to insurers pertaining to the attached document will be used:

- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to Office of the Superintendent of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

The Public Official who can answer questions about the collection is:
Manager, Statistical Services
Financial Services Commission of Ontario
5160 Yonge Street, 17th Floor
Box 85
North York, Ontario M2N 6L9
Telephone: (416) 250-7250
Fax: (416) 590-7070

COMPLAINTS PROCEDURE

If you have a complaint with any aspect of your Lloyd's insurance, please refer to the broker/agent who arranged your policy for you.

OR

You may contact the General Insurance OmbudService (GIO) who will contact Lloyd's on your behalf. The GIO can be reached at:

GIO - Atlantic Provinces
(902) 429-2730
Toll-free: 1-800-565-7189
Website: www.gio-scad.org

GIO - British Columbia & Yukon
(604) 684-3635
Toll-free: 1-877-772-3777
Website: www.gio-scad.org

GIO - Ontario
(416) 362-9528
Toll-free: 1-800-387-2880
Website: www.gio-scad.org

GIO - Prairies, Northwest Territories & Nunavut
(780) 423-2212
Toll-free: 1-800-377-6378
Website: www.gio-scad.org

Province of Québec
GIO
(514) 288-6015

Toll-free: 1-800-361-5131
Website: www.gio-scad.org

OR

Autorité des marchés financiers (l'Autorité)
Québec City (418) 525-0311
Montréal (514) 395-0311
Toll-free: 1-866-526-0311
E-mail: Renseignements-consommateur@lautorite.qc.ca

GIO – Alberta
(780) 421-8181
Toll-free: 1-888-421-4212
Website: www.gio-scad.org

For more information or to submit the facts of your insurance-related dispute, please visit the GIO website at www.gio-scad.org.

Should you be dissatisfied with the outcome of your broker's resolution or with the GIO's / l'Autorité's assistance, please submit your written complaint to:

Lloyd's Canada Inc.
Broker Management Services
1155 rue Metcalfe, Suite 2220
Montreal, Quebec H3B 2V6
Tel: 1-877-4LLOYDS
Fax: (514) 861-0470
E-mail: lineage@lloyds.ca
Your written complaint will be forwarded to Lloyd’s Complaints Department in London which ensures that Lloyd’s Underwriters and their representatives deal with claims and complaints in an acceptable manner. It acts as an impartial mediator. When undertaking a review this Department takes account of general legal principles, good insurance practice, and whether all events surrounding a given case have been considered fairly.

If you are dissatisfied with Lloyd’s final letter, you may ask the GIO to arrange for mediation. Mediation is not available until Lloyd’s has issued its final letter of position on your complaint.

In Québec you may also avail yourself of the services of l’Autorité who will study your file and may recommend mediation, if it deems this action appropriate and if both parties agree to it.

GIO - Alberta can be contacted where a policyholder is not satisfied with the basis on which a premium for basic coverage for a private passenger vehicle was determined, or considers that an insurer, directly or indirectly, has taken an adverse contractual action with respect to insurance for basic coverage.

**SUBSCRIPTION NOTICE**

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

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

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

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

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

INSURANCE FOR ARCHITECTS & ENGINEERS

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom
T: +44 (0) 207 220 8500
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