

2021-10-13

SYNDICAT DES COPROPRIÉTAIRES ZIBI O  
ATTN: WINDMILL DREAM QUEBEC 13 LP.  
434 QUEEN ST  
OTTAWA ON K1R 7V7

**Insurance policy**

Your policy number: GC116780

Effective from 2021-11-14 to 2022-11-14

**Thank you for your trust in Desjardins Insurance.**

We are happy to count you among our clients for another year. Enclosed you will find your insurance policy for your condominium Building and your billing documents. Please read these pages carefully. Make sure that all of the information they contain is correct and keep it in a safe place.

We also invite you to read the back of this page. You will find prevention tips that apply to your activities and additional information about your insurance.

If you have any questions or would like to change your coverage, please contact us.

Thank you for your trust.

The Desjardins Insurance Team



**CONTACT US**

1-888-277-8726

**CLAIMS 24/7  
INSURANCE AND BILLING**

Monday to Friday, 8 a.m. to 8 p.m.  
Saturday, 8 a.m. to 4 p.m.

1-877-870-3204

**FREE ASSISTANCE SERVICES  
LEGAL ASSISTANCE AND BUSINESS CONCIERGE**

No fees, 24/7

Or visit [desjardinsgeneralinsurance.com/business-insurance](https://desjardinsgeneralinsurance.com/business-insurance)

## PREVENTION TIPS

### Water damage

#### Indoors:

- Replace water heater tanks at the end of their life cycle or every 10 years at most.
- Consider replacing the rubber hoses supplying water to appliances with stainless steel braided ones.
- Draw up installation procedures for permanent and portable air conditioners.

#### Outdoors:

- Inspect the roof in the fall and spring every year, checking especially for signs of mould or leaks.
- Remember to clean gutters and inspect drainage systems before winter.

Consider including emergency plans and responsible conduct sections in your condominium guide to reduce the risk of losses and minimize the damage if something does happen.

## KEY POINTS

Your insurance is up for renewal, so take a moment to make sure your needs haven't changed. For example:

- Has the nature of your activities changed? Have you added new activities?
- Has the value of your assets or income increased? Decreased?
- Have you purchased new equipment or materials (including computer hardware)?
- Have you renovated your office or building? Are you planning to?
- Other plans?

Be sure to notify us right away of any changes in your activities so you'll always have the right coverage and be fully compensated in the event of a loss.

If in doubt, ask one of our insurance agents.



### BUSINESS ASSISTANCE SERVICES

Your insurance policy includes the following free services:

- **Legal assistance:** speak with a lawyer or notary for information on how to avoid or settle disputes with clients, suppliers or employees.
- **Business concierge:** get help with things like booking restaurants, hotels or meeting rooms for your business events or finding service providers in a number of different fields.

Available 24/7, no additional fees **1-877-870-3204**



### CUSTOMER SATISFACTION

A summary of our complaint processing and dispute resolution policy is available at the following address: [desjardinsgeneralinsurance.com/complaint-process](https://desjardinsgeneralinsurance.com/complaint-process).

You can also obtain it by contacting our Client Complaint Management Centre at **1-866-835-8975**.

### PROTECT YOUR BUSINESS FROM CYBER ATTACKS

For more information about the optional coverages available, please visit our website:

[desjardinsbusinessinsurance.com/cyber-risk](https://desjardinsbusinessinsurance.com/cyber-risk) or speak to one of our property and casualty insurance agents.

2021-10-13

**Your policy number:** GC116780

## IMPORTANT NOTICE

We wish to draw your attention to wording changes to your insurance.

### **Exclusion – Communicable Disease**

We have added new "communicable disease" exclusions to policy wordings. The Declarations Page will indicate if a new "communicable disease" exclusion has been added to specific coverages within the policy.

A copy of the new "communicable disease" exclusion(s) is enclosed.

### **Condominium Corporation Directors and Officers Liability Insurance 925 113 (2020-10)**

We have changed the exclusion **a) Bodily injury or mental injury** in section **2. Exclusions**.

This document is only a notice and does not replace your policy. Please read your insurance policy carefully.

For further information, please do not hesitate to contact us.

Notice date: 2021-10-13 08:30


**Billing Account Number:** 1118073

Method of payment: In full upon receipt of invoice

**SYNDICAT DES COPROPRIÉTAIRES ZIBI O  
ATTN: WINDMILL DREAM QUEBEC 13 LP.  
434 QUEEN ST  
OTTAWA ON K1R 7V7**

Amount due on 2021-11-14: \$26,447.76

**For Policy Number:** GC116780

Please detach and return this portion with your payment (instructions on the back). - Thank you Organization number: SIPC-145  
Keep this portion for your files. 

Transactions	Effective Date	Amount	Tax	Total
Renewal of Commercial Insurance Policy GC116780	2021-11-14	\$24,264.00	\$2,183.76	\$26,447.76

**Billing Account Details following the above Transactions**

Policy Number	Description	Policy effective from **	Amount ***	Due Date
GC116780	Commercial Insurance 40 Rue Jos-Montferrand	2021-11-14 to 2022-11-14	\$26,447.76	2021-11-14

\*\* Effective as of 12:01 am local time at the postal address stated herein.

\*\*\* The amount(s) are for information only, including taxes (if applicable).

**Important Messages**

If you have a Desjardins rewards credit card, you can use your BONUSDOLLARS to pay all or part of your insurance premium. Log in to AccèsD ([desjardins.com/en/accesd](https://desjardins.com/en/accesd)). On the Overview page, select the card linked to the BONUSDOLLARS you want to redeem. In the menu on the right, click BONUSDOLLARS. On the next page, in the middle of the screen, click Redeem BONUSDOLLARS. If you prefer to speak to someone, call Desjardins Card Services at 1-800-363-3380.

Reminder: This invoice is payable in full on the date indicated.

# HOW TO PAY YOUR BILL

## 1 By an electronic payment system through any participating financial institution

Register **Desjardins General Insurance Inc.** as a payee at your financial institution's website. Use your **POLICY OR BILLING ACCOUNT NUMBER** as your account/reference number.

## 2 At a caisse or at a Desjardins ATM

## 3 By AccèsD

## 4 By mail

Please make your cheque payable to Desjardins General Insurance inc. and indicate your policy number on the front. **Do not send cash.** Enclose your cheque and this detachable portion in the envelope provided.

Address: **Desjardins General Insurance Inc.**  
**Billing Services**  
**6300, boul. Guillaume-Couture, P.O.**  
**Box 3500**  
**Lévis (Québec) G6V 6P9**

### IMPORTANT INFORMATION

Taxes Auto insurance: 9%\*

Home insurance: 9%

Business insurance: 9%

\* **Excluding, if any, the portion of the premium Q.E.F. No 34 Accident benefits endorsement**

## 5 No worries, no fuss Opt for payment by preauthorized debit

Preauthorized debits are a fast and efficient way to make your insurance payments. No more cheques to write, no more stamps to buy and you don't have to go out of your way to make your payments. It's all done automatically through the financial institution of your choice.

### Unpaid amounts

If a payment cannot be made due to insufficient funds, fees will be added to the unpaid amount. As legislated, we reserve the right to cancel your policy if the payment agreement is not respected.

### Cancellation

As indicated in your insurance contract, if you choose to cancel it before the end of the term, we will calculate the premium owed using the short-term rate.

### Questions?

Contact our Billing Services from Monday to Friday from 8 a.m. to 8 p.m. and on Saturday from 8 a.m. to 4 p.m. at **1-888-277-8726.**

*Certain terms and conditions apply to each method of payment.*

## DECLARATIONS PAGE

**Insured(s)**

Syndicat des copropriétaires ZIBI O  
 40 Rue Jos-Montferrand  
 Gatineau QC J8X 0C2

**Your Renewal**

<b>Policy Number</b>	<b>GC116780</b>
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Policy effective from 2021-11-14\* to 2022-11-14\*  
Year Month Day                      Year Month Day

\* 12:01 a.m. local time at the Named Insured's postal address stated herein

**Location 1:            40 Rue Jos-Montferrand, Gatineau, QC J8X 0C2**

**Designated Operations**    Condominium (10 Storeys or Less) – Residential and/or Offices – No Mercantile Occupancy

**Coverage Summary**

Form	Coverage	Deductible	Amount/Limit of Insurance	Premium
				<b>\$24,264.00</b>

**General**

General Conditions - 913533 (2018-03)				Included
Exclusion - Communicable Disease - Applicable to any Property, Building & Bus. Contents, Bus. Interruption, Equip. Breakdown, and Crime Coverage - 912415 (2020-10)				Included

**Building and Business Contents**

Condominium Corporation Insurance - Broad Form - 913103 (2019-12)

Building	\$10,000.00		\$30,098,000.00	Included
Property Away From the Premises	\$10,000.00		\$25,000.00	Included
Personal Property of Officers and Employees	\$10,000.00		\$10,000.00 \$1,000.00 per employee	Included
Fire Department Service Expenses	\$10,000.00		\$10,000.00	Included
Fire Protective Equipment Recharge Expenses	\$10,000.00		\$10,000.00	Included
Land and Water Pollution Clean Up Expenses	\$10,000.00		\$25,000.00	Included
Professional Fees	\$10,000.00		\$10,000.00	Included
Computer Equipment and Electronic Media - Including Computer Breakdown	\$10,000.00		\$25,000.00	Included
Inflation Protection				Included
Debris Removal Expenses			\$1,000,000.00 10%	Included
Tools and Portable Equipment Away From Insured Premises	\$10,000.00		\$10,000.00 \$1,000.00 per item (not listed)	Included
Building By-laws				Included
Replacement Cost				Included

DECLARATIONS PAGE

Policy Number **GC116780**

**Location 1: 40 Rue Jos-Montferrand, Gatineau, QC J8X 0C2**

**Coverage Summary**

Form	Coverage	Deductible	Amount/Limit of Insurance	Premium
<b>Building and Business Contents</b>				
	Extension of Coverage - Earthquake - 913315 (2019-12)	5% \$100,000.00		Included
	Extension of Coverage - Flood - 913123 (2017-09)	\$25,000.00	\$500,000.00	Included
	Extension of Coverage - Sewer Back Up - 913319 (2017-09)	\$10,000.00	\$1,000,000.00	Included
	Extension of Coverage - Roof Water - 915117 (2017-09)	\$10,000.00	\$1,000,000.00	Included
	Water Damage Deductible - 915119 (2017-09)	\$10,000.00		Included
	Extension of Coverage - Accounts Receivable - 913303 (2017-09)	\$10,000.00	\$25,000.00	Included
	Extension of Coverage - Valuable Papers - 913305 (2017-09)	\$10,000.00	\$25,000.00	Included
	Property in Course of Installation Insurance - Broad Form - 913409 (2019-12)			
	Property in Course of Installation Insurance - Broad Form	\$500.00	\$5,000.00	Included
	Property in Course of Installation Insurance - Property in Transit	\$500.00	\$5,000.00	Included
	Property in Course of Installation Insurance - Property in Storage at Any Other Location	\$500.00	\$5,000.00	Included
<b>Business Interruption</b>				
	Condominium Corporation's Extra Expense Insurance - Broad Form - 913225 (2017-09)			
	Extra Expense		\$10,000.00	Included
	Interruption by Civil Authority		4 weeks	Included
	Condominium Corporation's Loss of Condominium Fees Insurance - Broad Form - 913203 (2017-09)			
	Loss of Condominium Fees		\$300,000.00	Included
<b>Equipment Breakdown</b>				
	Equipment Breakdown Insurance - 913705 (2017-09)			
	Equipment Breakdown	\$10,000.00		Included
	Water Damage	\$10,000.00	\$100,000.00	Included

**DECLARATIONS PAGE**

**Policy Number** **GC116780**

**Location 1: 40 Rue Jos-Montferrand, Gatineau, QC J8X 0C2**

**Coverage Summary**

Form	Coverage	Deductible	Amount/Limit of Insurance	Premium
<b>Equipment Breakdown</b>				
	Off-premises Transportable Insured Equipment	\$10,000.00	\$10,000.00	Included
	Errors and Omissions	\$10,000.00	\$100,000.00	Included
	Brands and Labels	\$10,000.00	\$100,000.00	Included
	Green Property	\$10,000.00	\$25,000.00	Included
	Hazardous Substances	\$10,000.00	\$100,000.00	Included
	Public Relations	\$10,000.00	\$5,000.00	Included
	Data restoration	\$10,000.00	\$25,000.00	Included

**Crime**

Dishonesty, Disappearance and Destruction Insurance - 923301 (2020-04)

	Insuring Agreement I - Employee Dishonesty	\$500.00	\$25,000.00	Included
	Insuring Agreement II - Loss Inside the Premises or Within Financial Institution Premises	\$500.00	\$5,000.00	Included
	Insuring Agreement III - Loss Outside the Premises	\$500.00	\$5,000.00	Included
	Insuring Agreement IV - Money Orders or Counterfeit Paper Currency	\$500.00	\$5,000.00	Included
	Insuring Agreement V - Depositors Forgery	\$500.00	\$5,000.00	Included
	Insuring Agreement VI - Computer Fraud and Funds Transfer Fraud	\$500.00	\$5,000.00	Included

Extension of Coverage - Credit Card Forgery or Alteration - 915219 (2017-09)

	Credit Card Forgery or Alteration	\$500.00	\$5,000.00	Included
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**Applicable to all locations and activities described in the Declarations Page**

**Coverage Summary**

Form	Coverage	Deductible	Amount/Limit of Insurance	Premium
<b>Liability</b>				

Commercial General Liability Insurance - 923101 (2017-09)



**DECLARATIONS PAGE**

**Policy Number** **GC116780**

**Applicable to all locations and activities described in the Declarations Page**

**Coverage Summary**

Form	Coverage	Deductible	Amount/Limit of Insurance	Premium
<b>Liability</b>				
	Coverage A - Bodily Injury and Property Damage Liability	\$500.00	\$2,000,000.00	Included
	Coverage B - Personal and Advertising Injury Liability		\$2,000,000.00	Included
	Coverage C - Medical Payments		\$50,000.00 Any one person	Included
	Coverage D - Tenants' Legal Liability	\$500.00	\$250,000.00 Any one premises	Included
	Products-Completed Operations		\$2,000,000.00 Aggregate limit	Included
	Employee Benefits Liability Insurance - 913935 (2017-09)	\$1,000.00	\$250,000.00	Included
	Q.P.F. No. 6 - Quebec Automobile Insurance Policy (Non-Owned Form) - 933501 (2018-03)		\$1,000,000.00	Included
	Limited Pollution Liability Coverage - 925137 (2018-03)	\$10,000.00	\$500,000.00	Included
	Condominium Corporation Directors and Officers Liability Insurance - 925113 (2020-10)	\$500.00	\$2,000,000.00	Included

Premium for location 1 (excluding applicable taxes)	\$24,264.00
<b>Total premium for this policy (excluding applicable taxes)</b>	<b>\$24,264.00</b>

**DECLARATIONS PAGE**

**Policy Number** **GC116780**

**Additional Clauses**

**Protection of Personal Information at Desjardins Insurance**

At Desjardins Insurance, we believe your privacy should be protected. That is why we apply various measures to ensure the confidentiality of the personal information we have about you.

Whether the information is written, visual, on computer or in any other form, we hold your personal information in compliance with the requirements of the Act respecting the protection of personal information in the private sector. Under this Act, a company may only hold personal information about an individual for serious and legitimate reasons. Desjardins Insurance collects this information in order to offer you the general insurance financial products and services that best suit your needs. Our employees are only authorized to use this information when necessary to allow us to offer our products and services.

**Your Rights of Access and Rectification**

Personal files in the possession of Desjardins Insurance are kept at the Head Office. You have rights concerning the information in your file. In particular, you can consult the personal information your file and, if necessary, rectify it.

A fee may be charged, however, if you request the transcription, reproduction or transmission of your personal information. All requests concerning your personal information must be made in writing to the Customer Relations Department of Desjardins Insurance at the address, shown below.

Recourses under the Act respecting the protection of personal information in the privacy sector are exercised at the Commission d'accès à l'information du Québec. Any dispute concerning your personal information

or the exercise of your rights should be referred to this organism. Sometimes Desjardins Insurance may deal with specialized information agencies in order to process your insurance requests or insurance claims. You may obtain the coordinates of the agencies that have provided us with your personal information by writing to our Customer Relations Department. In these circumstances, the source of the personal information collected always appears in your file.

**Your Right To Be Informed of Additional Offers**

As a customer of Desjardins Insurance, you have the privilege to receive information from time to time about additional offers in connection with our insurance products and services or other products or services from other Desjardins Group entities or reliable companies. However, you can notify us if you do not wish to be informed of our products and services or if you do not want us to transfer your coordinates to other Desjardins Group entities or to other reliable companies.

If this is your choice, please advise us in writing and specify which exclusion right you wish to exercise. Do not forget to indicate your coordinates, as well as the number of your insurance policy and send your request to the following address:

Customer Relations  
 – Personal Information Department  
**Desjardins Insurance**  
 6300, boul. Guillaume-Couture  
 Lévis (Québec) G6V 6P9

**Remuneration and Exclusivity of the Damage Insurance Agent**

Our damage insurance agents offer Desjardins General Insurance Inc. Products only. They receive remuneration in the form of a fixed salary.

The damage insurance agents of a firm affiliated with Desjardins General Insurance Inc. offer Desjardins General Insurance Inc. products only. They receive remuneration in the form of commissions.

**Policy Cancellation**

Please contact your insurance agent to cancel your policy. You may also sign this document and mail it to the address shown below. For more information on cancellation procedures, please refer to section 6 of the General Conditions.

I hereby cancel this insurance policy effective:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Year Month Day

Insured \_\_\_\_\_

Insured \_\_\_\_\_

Insurance Policy Processing  
**Desjardins General Insurance Inc.**  
 6300, boul. Guillaume-Couture  
 Lévis (Québec) G6V 6P9

*Valérie Lavoie*  
 Valérie Lavoie  
 Chief Executive Officer

This insurance provides claims-made and reported coverage.

Subject to the provisions herein, this insurance covers "claims" first made against the "Insured" and first reported to the Insurer during the policy period.

The words Named Insured refer to the Named Insured shown on the Declarations Page. The word Insurer refers to the insurance company having issued this policy.

Words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

**VARIOUS TERMS OF THE POLICY RESTRICT COVERAGE. THE "INSURED" IS ADVISED BY THE INSURER TO READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

## Section I – Coverage

### 1. Insuring Agreement

a) The Insurer will pay any "loss" that the "Insured" becomes legally obligated to pay because of a "wrongful act", to which this insurance applies, committed in the administration of a "Condominium Corporation" by a "director or officer" while acting within the scope of his or her duties as such for the Named Insured. The Insurer will have the right and duty to defend the "Insured" against any "action" seeking compensation for a covered "loss". However, the Insurer will have no duty to defend the "Insured" against any "action" seeking compensation for a "loss" to which this insurance does not apply. The Insurer may, at its discretion, investigate and settle any "claim". But:

- 1) the amount the Insurer will pay for any "loss" is limited as described in Section III – Limits of Insurance; and
- 2) the Insurer's right and duty to defend the "Insured" ends when it has used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section II – Supplementary Payments.

This insurance applies only if:

- 1) the "wrongful act" takes place in Canada or its territories;
- 2) the "Insured's" responsibility to pay a "loss" is determined in an "action" in Canada or its territories; and

3) the "claim" is first made against the "Insured" during the policy period or during the extended period provided for in Section IV – Extended Claims Made and Reporting Period and reported to the Insurer during the same period in accordance with paragraph 4., Duties of the Insured in the Event of Loss, Claim or Action, of Section V – Conditions, subject to the provisions of paragraph c) below.

b) A "claim" will be deemed to have been first made at the earliest of the following times:

- 1) when the "Insured" first receives written notice of such "claim" during the policy period or during the extended period provided for in Section IV – Extended Claims Made and Reporting Period; or
- 2) when a "claim" against the "Insured" is reported in writing to the Insurer during the policy period or during the extended period provided for in Section IV – Extended Claims Made and Reporting Period.

c) All "claims" arising out of:

- 1) the same "wrongful act" will be considered as one "claim"; and
- 2) the same "wrongful act" will be deemed to have been first made at the time the first one of those "claims" was made.

### 2. Exclusions

This insurance does not apply to:

#### a) Bodily Injury or Mental Injury

Any "claim", "action", liability or expense arising out of, directly or indirectly, bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time, or for psychological damage or injury, including fear, mental distress or suffering.

#### b) Property Damage

Any "loss" on account of any "claim" for property damage, including:

- 1) physical injury to tangible property, including all resulting loss of use of that property; or
- 2) loss of use of tangible property that is not physically injured.

#### c) Personal Injury or Infringement of Intellectual Property Rights

Any "loss" on account of any "claim" for injury arising out of one or more of the following offenses:

- 1) false arrest, detention or imprisonment;
- 2) malicious prosecution;
- 3) the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by the "Insured";

- 4) oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- 5) oral or written publication, in any manner, of material that violates a person's right of privacy;
- 6) infringement of intellectual property rights.

#### d) Prior Wrongful Acts

Any "claim" arising out of a "wrongful act" which was known or should have been reasonably known to any "Insured" prior to the inception date of the policy or, should this policy form part of a continuous series of renewals issued by the Insurer, prior to the inception date of the initial policy issued by the Insurer.

#### e) Dishonest, Fraudulent or Criminal Acts

Any "claim" arising out of or the consequences of any dishonest, fraudulent or criminal act committed in collusion with or at the direction of a "director or officer". For the "claim" to be excluded, a final judgment against the "director or officer" must determine that the dishonest, fraudulent or criminal act of the "director or officer" contributed materially to the "loss".

#### f) Insurance Programs

Any "claim" arising out of or the consequences of any "wrongful act" committed in the administration of the Named Insured's insurance programs, including the failure to purchase or maintain an insurance policy, any "wrongful act" committed in the insurance application, and any failure to comply with a provision or a warranty therein.

#### g) Illegal Gain or Profit

Liability arising out of any personal profit or gain made by a "director or officer" to which he or she was not legally entitled.

#### h) Sale or Disposition of Securities or Other Instrument

Any "claim" arising out of the failure to comply with the provisions of any law requiring the disclosure of information related to the true ownership of, or direct or indirect control over, the securities of an issuer or any interests in, or rights or obligations associated with, a related financial instrument of the issuer's security, its disposition or the profits made.

#### i) Employee Benefits Liability

Any "claim" arising from the "Insured's" obligations and duties to manage employee benefits, profit sharing or pension plans.

#### j) Contractual Liability and Breach of Contract

- 1) Any "claim" arising out of liability assumed in a written or verbal contract or agreement;
- 2) Any "claim" arising out of any breach of contract.

**k) Nuclear Energy Liability**

Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

**l) Pollution**

Liability arising directly or indirectly, in whole or in part, at any time, out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

This exclusion includes, but is not limited to:

- 1) any "claim" for any actual or alleged liability arising directly or indirectly, in whole or in part, out of:
  - i) incomplete, inaccurate, false or misleading information in an information, statute, estoppel certificate or similar document or incomplete, inaccurate, false or misleading representation of the financial situation of a condominium unit or of the "Condominium Corporation" due to the failure of the "Insured" to adequately consider liability arising from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";
  - ii) failure on the part of the "Insured" to adequately consider liability in testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- 2) Any "loss" arising out of any:
  - i) request, demand, order or statutory or regulatory requirement that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - ii) "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

**m) War Risks**

"Claims" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or

not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

**n) Terrorism**

"Claims" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

**o) Asbestos**

"Claims" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

**p) Fungi or Spores**

- 1) "Claims", including those related to any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
- 2) "Claims" arising directly or indirectly out of any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with 1) above; or
- 3) "Claims" arising directly or indirectly out of any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in 1) or 2) above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

**q) Electronic Data and Access or Disclosure of Confidential or Personal Information**

"Claims" arising out of:

- 1) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data"; or
- 2) any access to or disclosure of any person's or organization's confidential or personal information, including, but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

**r) Reimbursement of Remuneration**

The reimbursement of any remuneration or bonus paid to "directors or officers" when such payment without prior approval by the Named Insured has been established as illegal by courts of law or when the reimbursement to the Named Insured is provided for in an out of court settlement.

**s) Civil Rights**

"Claims" arising out of the violation of, or non-compliance with, any law or regulation respecting civil rights, including any form of discrimination as defined in any federal, provincial or territorial law.

**t) Reactive Aggregates, Including Those Containing Pyrite or Pyrrhotite**

"Claims" arising directly or indirectly, in whole or in part, out of any aggregate, material or soil of a reactive nature, including those containing pyrite or pyrrhotite, or both at the same time, in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

**u) Claims Between Directors or Officers**

"Claims" brought by a "director or officer" against another "director or officer".

**Section II  
– Supplementary Payments**

The Insurer will pay, with respect to any "claim" it investigates or settles:

- a) all expenses the Insurer incurs;
- b) the cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance, and the cost of appeal bonds. The Insurer does not have to furnish these bonds;
- c) all reasonable expenses the Named Insured incurs at the Insurer's request to assist the Insurer in the investigation or defense of the "claim", including actual loss of earnings up to two hundred and fifty dollars (\$250) a day because of time off from work;

d) any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

### **Section III – Limits of Insurance**

1. The Limits of Insurance shown on the Declarations Page and the rules below determine the most the Insurer will pay regardless of the number of:
  - a) Insureds;
  - b) "claims" made; or
  - c) persons or organizations making "claims" or bringing "actions".
2. The Aggregate Limit shown on the Declarations Page is the most the Insurer will pay for all "losses" resulting from all "claims" made in any one policy period.
3. Subject to 2. above, the Each Claim Limit shown on the Declarations Page is the most the Insurer will pay for all "losses" resulting from any one "claim" arising out of any one "wrongful act" covered hereunder.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown on the Declarations Page, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **4. Deductible**

- a) The Insurer's obligation applies only to the amount of "loss" in excess of any deductible amount shown on the Declarations Page as applicable.
- b) The deductible amount applies to each "wrongful act", regardless of the number of "claims" arising out of it.
- c) The terms of this insurance, including those in respect to:
  - 1) the right and duty of the Insurer to defend; and
  - 2) the duties of the Insured in the event of "wrongful act" or "claim";
 apply irrespective of the application of the deductible amount.
- d) The Insurer may pay any part or all of the deductible amount to effect settlement of any

"claim" and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

### **Section IV – Extended Claims Made and Reporting Period**

If the Insurer cancels or refuses to renew this policy for reasons other than non-payment of premium, a "claim" first made against the "Insured" and first reported to the Insurer during the twelve (12) months following the date of cancellation or, as the case may be, the date of expiry shown on the Declarations Page will be deemed to have been made and reported during this policy period, provided the "claim" is with respect to a "wrongful act" committed before such date of cancellation or expiry.

The extended "claims" made and reporting period as afforded by this Section will be deemed to be part of the last policy period for the application of the Limits of Insurance shown on the Declarations Page and will not reinstate or increase the Limits of Insurance or extend the policy period.

### **Section V – Conditions**

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

#### **1. Bankruptcy**

Bankruptcy or insolvency of the "Insured" or of the "Insured's" estate will not relieve the Insurer of its obligations under this form.

#### **2. Currency**

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

#### **3. Changes**

This policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. This policy's terms can only be changed by:

- a) the first Named Insured shown on the Declarations Page with the Insurer's consent; and
- b) the Insurer by endorsement in accordance with all Canadian federal, provincial or territorial laws.

#### **4. Duties of the Insured in the Event of Loss, Claim or Action**

For a "claim" to be considered first reported to the Insurer:

- a) The Named Insured must see to it that the Insurer is notified of any "claim" with due diligence but no later than thirty (30) days after

the end of the policy period or during the extended period provided for in Section IV – Extended Claims Made and Reporting Period. To the extent possible, notice should include:

- 1) a description of the "claim" and how, when and where the loss took place;
  - 2) the nature of all alleged "wrongful acts" and financial loss; and
  - 3) the names of the actual and potential claimants and how the "claim" or the circumstances of the loss first became known to the "Insured".
- b) If an "action" is brought against any "Insureds", the Named Insured must immediately record the specifics of the "action" and the date received, and notify the Insurer immediately.
- c) The Named Insured and any other involved "Insured" must:
- 1) immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "claim";
  - 2) authorize the Insurer to obtain records and other information;
  - 3) cooperate with the Insurer in the investigation or settlement of the claim or defense against the "action"; and
  - 4) assist the Insurer, upon its request, in the enforcement of any right against any person or organization which may be liable to the "Insured".
- d) No "Insured" will, except at that "Insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense without the Insurer's consent.

#### **5. Examination of Books and Records**

The Insurer may examine and audit the Named Insured's books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

#### **6. Legal Action Against the Insurer**

No person or organization has a right under this policy:

- a) to join the Insurer as a party or otherwise bring the Insurer into an "action" to determine the Insured's liability; or
- b) to sue the Insurer on this policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an "Insured"; but the Insurer will not be liable for "losses" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the "Insured" and the claimant or the claimant's legal representative.

Every "action" or proceeding against an insurer for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

## **7. Other Insurance**

If other valid and collectible insurance is available to the "Insured" for a "loss" to which this insurance applies, the Insurer's obligations are limited as follows:

### **a) Method of Sharing**

Except for "claims" subject to Section IV – Extended Claims Made and Reporting Period, the Insurer will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### **b) Excess Insurance**

Solely for the purpose of "claims" subject to Section IV – Extended Claims Made and Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.

When this insurance is excess, the Insurer will have no duty to defend the "Insured" against any "action" if any other insurer has a duty to defend the "Insured" against that "action". If no other insurer defends, this Insurer will undertake to do so, but it will be entitled to the "Insured's" rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only its share of the amount of the "claim", if any, that exceeds the sum of:

- 1) the total amount that all such other insurance would pay for the "claim" in the absence of this insurance; and
- 2) the total of all deductible and self-insured amounts under all that other insurance.

The Insurer will share the remaining settlement amount of the "claim", if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown on the Declarations Page of this policy.

## **8. Premiums**

The first Named Insured shown on the Declarations Page:

- a) is responsible for the payment of all premiums; and
- b) will be the payee for any return premiums the Insurer pays.

## **9. Declarations**

By accepting this policy, the Named Insured agrees:

- a) the statements on the Declarations Page are accurate and complete;
- b) those statements are based upon representations the Named Insured made to the Insurer; and
- c) the Insurer has issued this policy in reliance upon the Named Insured's representations.

## **10. Separation of Insureds**

Except with respect to:

- a) the Limits of Insurance;
- b) any rights or duties specifically assigned in this policy to the first Named Insured; and
- c) an "action" brought by a "director or officer" against another "director or officer";

this insurance applies separately to each "Insured" against whom a "claim" is made.

## **11. Termination**

- a) The first Named Insured shown on the Declarations Page may terminate this policy by mailing or delivering to the Insurer advance written notice of termination.
- b) The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
  - 1) five (5) days before the effective date of termination if personally delivered;
  - 2) fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or
  - 3) thirty (30) days before the effective date of termination if the Insurer terminates for any other reason.

Except in Quebec, if notice is mailed, termination takes effect fifteen (15) or thirty (30) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, paragraph 1) of this condition does not apply and termination takes effect either fifteen (15) or thirty (30) days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.

- c) The Insurer will mail or deliver its notice to the first Named Insured's last mailing address known to it.
- d) The policy period will end on the date termination takes effect.
- e) If this policy is terminated, the Insurer will send the first Named Insured any premium

refund due. If the Insurer terminates, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if the Insurer has not made or offered a refund.

## **12. Transfer of Rights of Recovery Against Others to the Insurer**

If the "Insured" has rights to recover all or part of any payment from the person responsible for the "wrongful act" the Insurer has made under this policy, those rights are transferred to the Insurer. The "Insured" must do nothing after the "wrongful act" to impair them. At the Insurer's request, the "Insured" will bring "action" or transfer those rights to the Insurer and help the Insurer enforce them.

## **Section VI – Definitions**

Wherever used in this form:

- 1) "Action" means a civil proceeding alleging "losses" because of a "wrongful act" to which this insurance applies. "Action" includes:
  - a) an arbitration proceeding in which such "losses" are claimed and to which the "Insured" must submit or does submit with the Insurer's consent; or
  - b) any other alternative dispute resolution proceeding in which such "losses" are claimed and to which the "Insured" submits with the Insurer's consent.
- 2) "Claim" means:
  - a) a verbal or written demand for "losses" arising out of a "wrongful act" to which this insurance applies or the receipt of such demand by the "Insured"; or
  - b) an "action".
- 3) "Condominium Corporation" means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
- 4) "Director or officer" means:
  - a) any person who was, is or shall be a director or an officer of the Named Insured's board of directors, whether such person be duly appointed, elected or designated by a Court of law or automatically appointed under any legislation relating to condominiums or co-ownership by declaration, and any legal representative or estate of such director or officer in the event of his or her death, incompetency or bankruptcy;
  - b) any "employee" or "volunteer worker" of the Named Insured who works for the "Condominium Corporation" under the direction of a "director or officer".

- 5) "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including, but not limited to, systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 6) "Employee" includes a "leased worker" and a "temporary worker".
- 7) "Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.
- 8) "Insured" means:
- a) the Named Insured; or
  - b) each of the "directors or officers", but solely in respect of performance of their duties for the Named Insured.
- 9) "Leased worker" means a person leased to the Named Insured by a labour leasing firm under an agreement between the Named Insured and the labour leasing firm, to perform duties related to the activities of the Named Insured. "Leased worker" does not include a "temporary worker".
- 10) "Loss" means any sum that the "Insured" becomes legally obligated to pay following any judgment, arbitration award or any alternative dispute resolution proceeding the Insurer agrees to, but does not include punitive or exemplary damages or the multiple portion of any multiplied damage award, nor fines and penalties.
- 11) "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 12) "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
- 13) "Temporary worker" means a person who is furnished to the Named Insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 14) "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
- 15) "Volunteer worker" means a person who is not an "employee" of the Named Insured and who donates his or her work and acts at the direction of the "Insured" and within the scope of duties determined by the Named Insured, and is not paid a fee, salary or other compensation by the Named Insured or anyone else for their work performed for the "Insured";
- 16) "Wrongful act" means any error, omission, negligent act, misrepresentation, misleading statement, or any breach of obligation, actually or allegedly committed by a "director or officer" while performing his or her duties as such for the Named Insured or any other matter resulting in a "claim" against the "director or officer" provided his or her liability arises solely by reason of his or her being a "director or officer" of the "Condominium Corporation". A "wrongful act" does not include any error or omission voluntarily or intentionally committed by an "Insured".
- All interrelated "wrongful acts", including "wrongful acts" which are related to the same fact, event, transaction or cause or to the same series of facts, events, causes or transactions shall be considered a single "wrongful act".

**This endorsement applies only if it is shown on the Declarations Page.**

**This endorsement modifies the policy to which it is attached.**

The exclusion contained in this endorsement applies to and modifies any coverage otherwise provided by this policy or any forms or endorsements that are attached to this policy. Where any conflict exists between this exclusion and any other aspect of this policy or any forms or endorsements attached, this exclusion applies to preclude coverage. If there is overlap between this exclusion and another exclusion, both exclusions apply to exclude recovery.

**Except as otherwise provided under this endorsement, all other terms of the policy remain unchanged. It is important to read it carefully.**

This endorsement applies separately to each location for which it is specified on the Declarations Page.

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED BELOW:

The following exclusion is added to the policy:

Notwithstanding any provision to the contrary within this policy or any forms or endorsements attached to it, this policy excludes any loss, damage, claim, cost, expense, or extra expense of any nature whatsoever, which is or is alleged to be directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, a "communicable disease" or the fear or threat (whether actual or perceived) of a "communicable disease", including a "communicable disease order". This exclusion applies whether or not there is another cause or occurrence (whether covered or not) that contributes in any sequence to the loss, damage, claim, cost, expense, or extra expense.

The following definitions are added to the policy:

1. "Communicable disease" means any sickness or disease which can be transmitted by any method or means, directly or indirectly, from any organism (which includes a human being), to another organism, including where:
  - the cause of the sickness or disease includes, but is not limited to, a virus, bacterium,

parasite or other organism or any variation thereof, whether deemed living or not; or

- the method or means of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface, object, solid, liquid or gas, or between organisms.
2. "Communicable disease order" means any communication, without limitation, by a government or civil authority, or agency of a government or civil authority, in respect of any "communicable disease", that recommends, requires or prohibits, access to, or use of, any property or premises, or requires or recommends that a business or premises close or operate at a reduced capacity, or recommends or requires social distancing, self isolation, travel restrictions or limitations on social interaction.