

AROUS INSURANCE AGENCY INC  
302-230 LAKESHORE RD E  
MISSISSAUGA ON L5G 1G7



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AROUS INSURANCE AGENCY INC at  
9052742977



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AROUS INSURANCE AGENCY INC  
302-230 LAKESHORE RD E  
MISSISSAUGA, ON L5G 1G7

A4H CANADIAN CONTRACTING SOLUTIONS INC. DBA IDEAL SIDING  
OTTAWA  
24 CRAWFORD CRES  
CAMBRIDGE ON N1T 1X7

# Your updated business insurance policy



Your Certificate of Insurance Page 3

Your coverages Page 7



**Thank you for choosing Co-operators.**

Please review your documents carefully and if you have questions, contact us.  
We're here to help.

**The policy contains a clause that may limit the amount payable.**



**We're investing in your future. Together.**

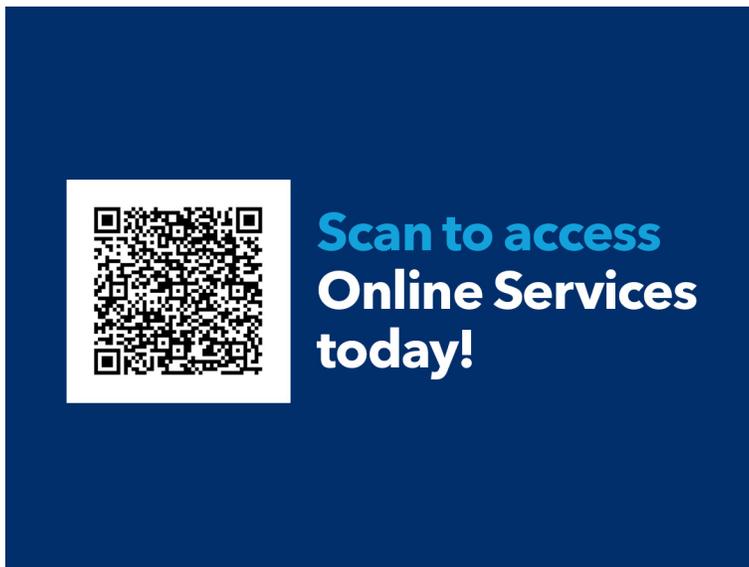
We're driven to provide financial security for Canadians and our communities, not just today, but for generations to come. To succeed, we need to embed a mindset of sustainability into everything we do – because we know our financial prosperity and the wealth of our clients is deeply connected to the health and well-being of our planet and our communities.

We became carbon neutral equivalent in 2020 and have set targets to become net-zero in our operations and our investments by 2040 and 2050, respectively. In the meantime, we will continue reducing our emissions and investing in climate solutions to get us to net-zero.

Learn more about our net-zero commitments and how we're helping to build a climate-resilient future at [integratedreport.cooperators.ca](http://integratedreport.cooperators.ca).

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**Get down to business by going paperless**



This easy-to-use portal offers secure, 24/7 access to your Co-operators account. Which means you can easily view and download your policies,\* whenever you need them.

For added convenience, go paperless by visiting “Profile and Preferences.” You’ll receive timely email notifications around policy updates and billing.

\*Not all policies are available through your Online Services account.

**INSURED**

A4H CANADIAN CONTRACTING SOLUTIONS INC. DBA IDEAL  
 SIDING OTTAWA  
 24 CRAWFORD CRES  
 CAMBRIDGE ON N1T 1X7

This Certificate of Insurance summarizes your coverages, shows your policy's effective and expiry dates, and provides the cost for your recent policy changes.

Any premium reimbursement issued by Co-operators General Insurance Company, during the term of your policy, will be made payable to the payor on file, as per the information provided by the insured.

Business Insurance Policy No. 4002501999

Underwritten by Co-operators General Insurance Company  
 (Hereinafter called the Insurer)

**EFFECTIVE DATE**

July 21, 2025 at 12:01 AM

**EXPIRY DATE**

July 21, 2026 at 12:01 AM

All times are local times at the postal address of the Insured.

**Questions?**

AROUS INSURANCE AGENCY INC at 9052742977  
 302-230 LAKESHORE RD E  
 MISSISSAUGA, ON L5G 1G7

**Insurance is provided for only those locations, operations, coverages and limits specifically indicated herein.**

**The following forms are applicable to all Property and Loss of Income coverages on this policy:**

Insuring Agreements and Common Definitions, Exclusions and Conditions Forms (as per Province)

Communicable Disease Exclusion

**Operations: Building construction - residential NOC - including renovation/repairs**

**Location: 1251 COUSINEAU STREET, ORLÉANS, ON K1C 1B2**

	CO-INSURANCE	DEDUCTIBLE	LIMIT
<b>Property</b>			
Equipment #1 - (Associated with building #1) - Commercial Broad Form - Replacement Cost Endorsement - MILLER MobileArc Augmented Reality Welding System	90%	\$1,000	\$10,582
Waiver of Subrogation (Landlord) Endorsement			
Contents #1 - (Associated with Building #1) - Commercial Broad Form - Replacement Cost Endorsement Broad Form	90%	\$1,000	\$5,000
Waiver of Subrogation (Landlord) Endorsement			
Earthquake Shock Endorsement		3%	
Flood and Sewer Back-up Endorsement			\$15,582
Deductible: The greater of \$2,500 or 2% of the total amount of insured loss or damage. Maximum Deductible \$100,000.			

(continued)

**The policy contains a clause that may limit the amount payable.**

**Location: 1251 COUSINEAU STREET, ORLÉANS, ON K1C 1B2 (continued)**

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Commercial Advantage Endorsement Part I: Aggregate Limit			\$250,000

**Loss of Income**

Gross Earnings Form - Mercantile and Non Manufacturing Period of Indemnity: 12 Months Ordinary Payroll: Included	80%		\$600,000
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	CO-INSURANCE	DEDUCTIBLE	LIMIT
<b>Miscellaneous Property</b>			
Installation Floater Broad Form		\$1,000	\$10,000
Tool Floater Broad Form #1 - Replacement Cost Endorsement (New Equipment) Limited to a maximum of \$5,000 per item	100%	\$1,000	\$5,000

**Crime**

Crime Standard Conditions Form			
Comprehensive Dishonesty, Disappearance and Destruction Form			
Employee Dishonesty Coverage - Commercial Blanket Bond		\$1,000	\$50,000
Money and Securities - Loss Inside the Premises		\$1,000	\$5,000
Money and Securities - Loss Outside the Premises		\$1,000	\$50,000
Money Orders and Counterfeit Paper Currency		\$1,000	\$25,000
Depositors Forgery		\$1,000	\$50,000
Credit Card, Debit Card or Automated Teller Card Fraud		\$1,000	\$25,000
Inside/Outside Robbery Form		\$1,000	\$50,000
Service Blanket Bond Form		\$1,000	\$50,000

**Liability**

Commercial General Liability Policy - Occurrence Basis			
Bodily Injury and Property Damage Liability			
Each Occurrence Limit			\$5,000,000
Products-Completed Operations Aggregate Limit			\$5,000,000
Each Occurrence Deductible - Property Damage		\$1,000	
Personal and Advertising Injury Liability			\$5,000,000
Medical Expense Limit - Any One Person			\$25,000
Tenants' Legal Liability Limit - Any One Premises			\$2,000,000
Each Occurrence Deductible - Property Damage		\$1,000	
Limited Pollution Liability Endorsement		\$2,500	\$1,000,000

(continued)

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Damage to Underground Property Warranty Endorsement			
Underground Property Damage Deductible Endorsement		\$2,500	
Non-owned Automobile Liability			\$2,000,000
Contractual Liability Endorsement			
Legal Liability for Damage to Hired Vehicles Endorsement		\$1,000	\$100,000
Excluding Long Term Leased Vehicle Endorsement			
Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement			

	CO-INSURANCE	DEDUCTIBLE	LIMIT
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### Cyber Guard

Coverage is provided only if a Limit of Insurance is shown below opposite a coverage description:

#### Cyber Guard Select Policy

Aggregate Limit			\$100,000
Pending or Prior Litigation Date: July 21, 2025			
Extended Reporting Period = 1 year 100% of annual premium			

#### Liability Coverages

Media Liability		—	—
Cyber Event Liability		\$2,500	\$100,000
Privacy Regulatory Liability		\$2,500	\$100,000

#### Expense and Loss Coverages

Privacy Breach Expenses		\$2,500	\$25,000
Business Interruption Loss			\$25,000
Waiting Period 24 Hours			
Digital Asset Loss		—	—
Cyber Extortion Threat		—	—
Reward Expenses		—	—
Crisis Management		—	—
Payment Card Loss		—	—
Social Engineering		—	—
Funds Transfer Fraud		—	—
Telecommunications Fraud		—	—

Non-Taxable Premium			\$0.00
Taxable Premium			\$3,459.00
Tax			\$276.72
<b>Total Policy Cost for your change</b>			<b>\$1,370.52</b>
Minimum Retained Premium			\$548.00

## Discounts

Your policy includes discounts for:

Claims Free

Co-operators Advantage

Burglar Alarm System

Automatic Fire Sprinkler System



Robert Wesseling  
President and Chief Executive Officer  
Authorized Signature of Insurer



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## EARTHQUAKE SHOCK ENDORSEMENT

This Endorsement modifies the coverage provided under the Property Form to which it is attached.

This Endorsement applies separately to each location for which Earthquake Shock is specified in the “Certificate of Insurance”.

### 1. Insured Peril

This insurance is extended to include the peril of “Earthquake”.

### 2. Deductible

The Insurer is liable for the amount by which the loss or damage caused by “Earthquake” exceeds the amount of the deductible specified in the “Certificate of Insurance” for this endorsement in any “Earthquake Occurrence”.

If a percentage deductible is specified, the amount of the deductible shall be that percentage of the amount of insurance applied separately for each item as specified in the “Certificate of Insurance”.

If both an amount and a percentage are specified in the “Certificate of Insurance”, whichever is greater shall apply.

If the amount of insurance specified in the “Certificate of Insurance” applies to more than a single location and a statement of values has been filed and attested to by the Insured, only the declared value for each item at each separate location suffering loss or damage due to an “Earthquake” in any “Earthquake Occurrence” shall be used in the calculation of the applicable deductible.

The deductible clause for this endorsement supercedes the provisions of any other deductible clause stated elsewhere in the policy.

### 3. Exclusions

This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to “Earthquake”:

- a. fire, explosion or smoke;
- b. leakage from a water main or from “Fire Protective Equipment”;
- c. theft, vandalism or malicious acts;
- d. flood, including “Surface Water”, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water, waterborne objects or ice.

### 4. Extension of Coverage

The Insurer shall be liable for loss or damage to the insured property caused by wind, hail, rain or snow entering a “Building” through an opening in the roof or walls directly resulting from an “Earthquake”.

### 5. Aggregate Limit

If an Aggregate Limit is specified in the “Certificate of Insurance” for this endorsement then the maximum amount of insurance during any one policy period shall not exceed in the aggregate, the amount of insurance specified in the “Certificate of Insurance” for this endorsement.

### 6. Definitions

“**Earthquake**” includes snow slide, landslide, or other earth movements occurring concurrently with and directly resulting from an earthquake shock.

“**Earthquake occurrence**” means all earthquake shocks that occur within 168 consecutive hours, commencing during the policy period on or after the effective date of this endorsement. The expiration of this policy will not reduce the 168 hour period.

“**Surface water**” means water or natural precipitation temporarily diffused over the surface of the ground.

Except as otherwise provided in this Endorsement, all terms, provisions and conditions, of the Policy shall have full force and effect.

## FLOOD AND SEWER BACK-UP ENDORSEMENT

This Endorsement modifies the coverage under the Property Form to which it is attached.

This Endorsement applies only to, and separately to, each location for which Flood and Sewer Back-up Endorsement is specified in the "Certificate of Insurance".

Words and phrases in quotation marks have special meaning as defined in Clause 6. of this Endorsement. Where not present in Clause 6. of this Endorsement, the special meaning is that in the underlying Property Form(s) to which this Endorsement is attached or in the Insuring Agreements and Common Definitions, Exclusions and Conditions form.

### 1. Insured Perils

The Property Form to which this Endorsement is attached is amended to insure against direct physical loss of or damage to the Insured Property caused directly by "Sewer Back-up", "Flood" and "Surface Water", pursuant to the terms and conditions of this Endorsement.

### 2. Limit of Insurance

The liability of the Insurer under this Endorsement shall not exceed the Limit of Insurance stated in the "Certificate of Insurance" for this Endorsement at the location to which this Endorsement applies. The Insured may apply this limit to any items of Insured Property at the location to which this Endorsement applies.

### 3. Deductible

The Insurer is liable under this Endorsement for the amount by which the loss or damage caused by an Insured Peril under this Endorsement exceeds the deductible specified in the "Certificate of Insurance" for any one occurrence.

The deductible for the coverage provided by this Endorsement is the percentage shown on the "Certificate of Insurance" of the total amount of the insured loss or damage, subject to the minimum and maximum amounts shown on the "Certificate of Insurance".

### 4. Exclusions

- a. This Endorsement does not cover loss or damage caused directly or indirectly by:
  - i. Continuous or repeated leakage or seepage of water; or
  - ii. any of the following perils whether or not caused by or attributable to "Flood": fire, explosion, smoke, "Leakage from Fire Protective Equipment" or leakage from a watermain, theft, riot, vandalism or malicious acts.
- b. This Endorsement does not cover loss or damage caused by mudslide, mudflow or landslide, unless occurring concurrently with loss or damage caused by "Flood" or "Surface Water".

### 5. Extensions of Coverage

The following extensions of coverage shall not increase the Limit of Insurance stated in the "Certificate of Insurance" for this Endorsement.

- a. The Insurer shall be liable for loss or damage to the Insured Property caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly resulting from a "Flood".
- b. The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured under the Property Form but which has been deposited by "Flood" and "Surface Water" upon the

“Premises” or “Project Site”.

However, the Insurer will not indemnify the Insured for expenses incurred:

- i. to “Clean Up” “Pollutants” from land or water; or
- ii. for testing, monitoring, evaluating or assessing an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “Pollutants”.

## 6. Definitions

Only with respect to this Endorsement, the following additional definitions shall apply:

“Flood” means the rising of, the breaking out or the overflow of any body of water, whether natural or man-made, and includes waves, tides, tidal waves and tsunamis. It also includes water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through any opening in a sidewalk, driveway, foundation, wall or floor.

“Surface Water” means water or natural precipitation temporarily diffused over the surface of the ground.

“Sewer Back-up” discharging, backing up or overflow of water or sewage from a sewer, sump, septic system or other wastewater treatment system, outside drain, French drain, weeping tile, eaves trough, inside or outside downspout, rainwater leader, retention tank or holding pond.

Except as otherwise provided in this Endorsement, all terms, provisions and conditions of the Policy shall have full force and effect.

## GROSS EARNINGS FORM - MERCANTILE AND NON MANUFACTURING

Words and phrases in quotation marks have special meaning as defined in either **Clause 13**. of this Form, in the applicable Property Form(s), or in the Insuring Agreements and Common Definitions, Exclusions and Conditions Form.

### 1. Indemnity Agreement

The Insurer agrees to indemnify the Insured against loss directly resulting from necessary interruption of business that is caused by destruction or damage by the Insured Perils to Insured Property at the “Premises”, up to the Limit of Insurance specified in the “Certificate of Insurance” for this Form and subject to the provisions, limitations, exclusions, conditions and other terms of this Policy including this Form.

### 2. Measure of Recovery

The measure of recovery in the event of loss shall be the reduction in “Gross Earnings” directly resulting from such interruption of business less charges and expenses which do not necessarily continue during such interruption of business, for not exceeding such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the Insured Property as has been destroyed or damaged, commencing with the date of such destruction or damage and not limited by the date of expiration of this Policy, but not exceeding the actual loss sustained by the Insured resulting from such interruption of business. Due consideration shall be given to the continuation of “Normal” charges and expenses, including payroll, to the extent necessary to resume operations of the Insured with the same quality of service which existed immediately preceding the destruction or damage by the Insured Perils.

### 3. Co-insurance Clause

The Insurer shall not be liable, in the event of loss, for a greater proportion thereof than the amount insured bears to the percentage of the “Gross Earnings” as specified under Co-insurance in the “Certificate of Insurance” that would

have been earned (had no loss occurred) during the “Period of Indemnity” immediately following the date of damage to or destruction of the Insured Property.

#### 4. Payroll Options

In effect only if specified in the “Certificate of Insurance”:

##### a. Ordinary Payroll - Limited Coverage

The Limit of Insurance for “Ordinary Payroll Expense” shall not exceed the amount specified under Limit of Insurance in the “Certificate of Insurance”. This amount is included in the blanket amount for this Form and the liability of the Insurer for “Ordinary Payroll Expense” is limited to such expense which must necessarily continue during the interruption of business for not exceeding the number of consecutive calendar days specified in the “Certificate of Insurance” immediately following the date of the damage to or destruction of the Insured Property.

The following Co-insurance Clause is substituted for the Co-Insurance Clause previously specified in this Form: The Insurer shall not be liable, in the event of loss, for a greater proportion thereof than the amount insured bears to 80% of the “Gross Earnings”, less the entire “Ordinary Payroll Expense” that would have been incurred (had no loss occurred) during the “Period of Indemnity” immediately following the date of damage to or destruction of the Insured Property, plus 80% of the “Ordinary Payroll Expense” that would have been incurred (had no loss occurred) during the number of consecutive calendar days specified in the “Certificate of Insurance” for Ordinary Payroll - Limited Coverage.

##### b. Ordinary Payroll Exclusion

The Insurer shall not be liable for any “Ordinary Payroll Expense”.

The following Co-insurance Clause is substituted for the Co-insurance Clause previously specified in this Form: The Insurer shall not be liable, in the event of loss, for a greater proportion thereof than the amount insured bears to 80% of the “Gross Earnings” that would have been earned (had no loss occurred) during the “Period of Indemnity” immediately following the date of damage to or destruction of the Insured Property, less the same percentage of “Ordinary Payroll Expense” for that specified period.

#### 5. Premium Adjustment

If within 12 months after the expiration of this Policy the Insured shall file with the Insurer a statement showing:

- a. the total amount of insurance carried on “Gross Earnings” during the term of this Policy, less the Limit of Insurance on “Ordinary Payroll Expense” if the Ordinary Payroll - Limited Coverage payroll option set out in section 4. a. is in effect, or less the “Ordinary Payroll Expense” if the Ordinary Payroll Exclusion payroll option set out in section 4. b. is in effect, and indicating that such amount was not decreased during the term of this Policy; and
- b. that the result of the following calculation is less than the total amount of insurance carried on “Gross Earnings” hereunder:  
80% of “Gross Earnings” as certified by the Insured’s Auditors as earned during the Insured’s financial year most nearly concurrent with the term of the Policy, multiplied by a factor that is calculated by dividing the “Period of Indemnity” by 12;

**minus**

“Ordinary Payroll Expense” as certified by the Insured’s Auditors as incurred during the Insured’s financial year most nearly concurrent with the term of this Policy, but only if either the Ordinary Payroll – Limited Coverage payroll option set out in section 4. a or the Ordinary Payroll Exclusion payroll option set out in section 4. b. is in effect;

then the Insurer will allow in respect of its pro rata proportion of the difference a return of premium not exceeding 50% (25% if the co-insurance requirement is less than 80% where eligible) of the premium paid by the Insured under this Form in respect of such "Gross Earnings" (less "Ordinary Payroll Expense", if either the Ordinary Payroll – Limited Coverage payroll option set out in section 4. a. or the Ordinary Payroll Exclusion payroll option set out in section 4. b. is in effect).

In the event of loss covered under this Policy, no return premium shall be payable under this clause.

The Insurer reserves the right to inspect the Insured's books, records and such policies as relate to this insurance for verification of any statement filed for the purpose of adjusting the premium of this Policy.

#### **6. Period of Indemnity**

The maximum length of time of necessary interruption of business following the date of damage or destruction by the Insured Perils to Insured Property at the "Premises" for which indemnity is payable hereunder is limited, in addition to the other limitations set out in this Policy, to the "Period of Indemnity".

#### **7. Resumption of Operations**

It is a condition of this insurance that if the Insured could reduce the loss resulting from the interruption of business,

- a. by complete or partial resumption of operation of the property herein described, whether damaged or not, or;
  - b. by making use of merchandise or other property at the location(s) described herein or elsewhere;
- such reduction shall be taken into account in arriving at the amount of loss hereunder.

#### **8. Expenses to Reduce Loss**

This Form also insures such expenses as are necessarily incurred for the purpose of reducing loss under this Form (except expense incurred to extinguish a fire), but in no event shall the aggregate of such expenses exceed the amount by which the loss under this Form is reduced. Such expense shall not be subject to the application of the Co-insurance Clause.

#### **9. Media Limitation**

With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including "Data", by the Insured Peril(s), the length of time for which the Insurer shall be liable shall not exceed;

- a. 30 consecutive calendar days, or
  - b. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed,
- whichever is the greater length of time.

#### **10. Interruption by Civil Authority**

This Form is extended to include the actual loss of "Gross Earnings" sustained by the Insured during the period of time, not exceeding 30 days, while access to the "Premises" is prohibited by order of civil authority, but only when such order is given as a direct result of damage to neighbouring "Premises" arising from a peril that would be covered under this Policy as an Insured Peril if the damage was to the "Premises".

#### **11. Auditor's Fees**

This Form is extended to include reasonable fees payable to the Insured's Auditor(s) up to a maximum amount of \$5,000 for assisting the Insured in determining the amount of loss, if any, under this Form.

Auditor's Fees are in addition to the Limit of Insurance applicable to this form.

The Co-insurance Clause shall not apply to this clause.

#### **12. Exclusions**

The Insurer shall not be liable for:

- a. any increase of loss directly or indirectly, proximately or remotely, resulting from, or contributed to by, the operation of any Bylaw, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, except this exclusion shall not apply if this Policy includes an extension of coverage for Bylaws. This exception shall in no way operate to extend the “Period of Indemnity” or to increase the Limit of Insurance;
- b. any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the “Premises” interfering with the rebuilding, repairing, or replacing of the property damaged or destroyed or the resumption or continuation of business or free access to or control of the “Premises” or due to the action of sympathetic strikers elsewhere;
- c. loss due to fines or damages for Breach of Contract, for late or non-completion of orders, or for any penalties of whatever nature; or
- d. loss due to the suspension, lapse or cancellation of any lease or license, contract or order, which may affect the Insured’s earnings after the period following any loss during which indemnity is payable.

### 13. Definitions

- a. **“Gross Earnings”** means sum of:
  - i. Total net sales, and
  - ii. Other earnings derived from operations of the business, less the cost of,
  - iii. Merchandise sold, including packaging materials therefore,
  - iv. Materials and supplies consumed directly in supplying the service(s) sold by the Insured, and
  - v. Service(s) purchased from outsiders (not employees of the Insured) for resale, which do not continue under contract.

No other costs shall be deducted in determining “Gross Earnings”.

In determining “Gross Earnings”, due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no loss occurred.

- b. **“Normal”** means the condition which would have existed had no loss occurred.
- c. **“Ordinary Payroll Expense”** means the entire payroll expense for all employees of the Insured, except officers, executives, department managers, employees under contract and other important employees whose services would not be dispensed with should the business be interfered with or interrupted.
- d. **“Period of Indemnity”** means the maximum number of consecutive calendar months specified in the “Certificate of Insurance” for which indemnity is payable hereunder for any loss.

All other terms and conditions of this Policy remain unchanged.

## COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION FORM

**Words and phrases in quotation marks have special meaning as defined in the Crime Standard Conditions Form.**

The Insurer agrees, subject to the Crime Standard Conditions, and the Conditions and Limitations and other terms of this Form, and only when a Limit of Insurance is specified in the “Certificate of Insurance” for the specified Insuring Agreement of this form, to pay the Insured for:

### 1. Insuring Agreements

**a. Employee Dishonesty Coverage**

**i. Commercial Blanket Bond**

Loss of "Money", "Securities" and "Property" which the Insured shall sustain resulting directly from one or more fraudulent or dishonest acts committed by an "Employee", or "Employees", acting alone or in collusion with others, to an amount not exceeding in the aggregate the amount specified in the "Certificate of Insurance" applicable to this Commercial Blanket Bond.

**ii. Blanket Position Bond**

Loss of "Money", "Securities" and "Property" which the Insured shall sustain resulting directly from one or more fraudulent or dishonest acts committed by an "Employee", acting alone or in collusion with others, the amount of insurance on each of the "Employees" being the amount specified in the "Certificate of Insurance" applicable to this Blanket Position Bond.

**b. Money and Securities - Loss Inside the "Premises"**

- i.** Loss of "Money" and "Securities" by their actual destruction, disappearance or unlawful removal from within the "Premises" or within any "Banking Premises".
- ii.** Loss of or damage to "Property" by actual or attempted "Safe Burglary" or "Robbery" within the "Premises" and for loss of a locked cash drawer, cash box or cash register by actual or attempted unlawful entry into such container within the "Premises" or by the unlawful taking of such container from inside the "Premises".
- iii.** Damage to the "Premises" by such "Safe Burglary", "Robbery" or unlawful taking, or by or following actual or attempted unlawful entry into the "Premises", provided the Insured is the owner or is liable for such damage to the "Premises".

**c. Money and Securities - Loss Outside the "Premises"**

- i.** Loss of "Money" and "Securities" by their actual destruction, disappearance or unlawful removal from outside the "Premises" while being conveyed by a "Custodian" or any armoured motor vehicle company or while within the living quarters in the home of any "Custodian".
- ii.** Loss of or damage to "Property" by actual or attempted "Robbery" outside the "Premises" while such property is being conveyed by a "Custodian" or any armoured motor vehicle company or by theft while within the living quarters in the home of any "Custodian".

**d. Money Orders and Counterfeit Paper Currency**

Loss due to the acceptance in good faith, in exchange for merchandise, "Money" or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit Canadian or United States paper currency.

**e. Depositors Forgery**

Loss due to forgery or alteration of any cheque, draft, promissory note, bill of exchange, or similar written promise to pay a sum of money, made by or drawn upon the Insured or an agent of the Insured, including:

- i.** any cheque or draft made or drawn in the name of the Insured, payable to a fictitious payee and endorsed in the name of such fictitious payee;
- ii.** any cheque or draft procured in a face to face transaction with the Insured, or with one acting as agent of the insured, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated; and

iii. any payroll cheque, payroll draft or payroll order made or drawn by the Insured, payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee;

whether or not any endorsement mentioned in i., ii., or iii. above be a forgery within the law of the place controlling the construction thereof. Mechanically reproduced facsimile signatures are treated the same as hand-written signatures.

**f. "Credit Card", "Debit Card" or "Automated Teller Card" Fraud**

Any loss incurred by the Insured as a result of the falsification or alteration of any document required when using a "Credit Card", "Debit Card" or "Automated Teller Card" issued in the name of the Insured, a partner, a manager or an "Employee", a spouse or any child who is permanently living with the Insured, provided that the latter has fully complied with the conditions regarding the issuing of the "Credit Card", "Debit Card" or "Automated Teller Card". The "Credit Card", "Debit Card" or "Automated Teller Card" must be used in conjunction with the business of the insured.

**g. Professional Fees**

The Insurer shall indemnify the Insured for all necessary and reasonable professional fees, excluding those pertaining to claims adjusters hired by the Insured, costs, fees and other expenses incurred by the Insured, provided the Insurer's consent is obtained in advance, to establish loss as required by the terms of this form.

If the Insured shall refuse to honour any of the instruments made or drawn as shown above, alleging that such instruments are forged or altered, and such refusal shall result in suit being brought against the Insured to enforce such payment, and if the Insurer agrees in writing to the defence of such suit, the Insurer will reimburse the Insured for any reasonable attorneys' fees, court costs, or similar legal expenses incurred and paid by the Insured in defence of the suit. The liability of the Insurer for such loss shall be in addition to any other liability under this Insuring Agreement.

**2. General Agreements and Conditions (see also Crime Standard Conditions)**

**a. Deductible**

The Insurer is liable in any one "Occurrence" only for that amount by which the loss or damage exceeds the applicable deductible amount specified in the "Certificate of Insurance".

**b. Consolidation - Merger**

If, through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become "Employees" or if the Insured shall thereby acquire the use and control of any additional "Premises", the insurance afforded by this Form shall also apply as respects such "Employees" and "Premises", provided the Insured shall give the Insurer written notice within 30 days and shall pay the Insurer an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.

**c. Policy Period, Territory, Discovery**

Loss is covered under this Form only if discovered not later than 1 year from the end of the policy period shown in the "Certificate of Insurance" except that under Insuring Agreements **1. a. ii.** loss is covered only if discovered not later than 2 years from the end of the policy period or as specified in the "Certificate of Insurance".

Subject to Crime Standard Condition **11.** Loss sustained during prior insurance:

- i. This Form, except under Insuring Agreements **1. a. i.**, **1. a. ii.** and **1. e.** applies only to loss which occurs during the policy period and within Canada, any of the States of the United States of America, its territories or possessions.
- ii. Insuring Agreements **1. a. i.** and **1. a. ii.** apply only to loss sustained by the Insured through fraudulent or dishonest acts committed during the policy period by any of the “Employees” engaged in the regular service of the Insured within the territory designated above or while such “Employees” are elsewhere for a limited period;
- iii. Insuring Agreement **1. e.** applies only to loss sustained during the policy period.

**d. Loss Caused By Unidentifiable Employees**

If a loss is alleged to have been caused by the fraudulent or dishonest acts of any one or more of the “Employees” and the Insured shall be unable to designate the specific “Employee” or “Employees” causing such loss, the Insured shall nevertheless have the benefit of Insuring Agreements **1. a. i.** or **1. a. ii.** subject to Exclusion **3. i.** of this Form, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraudulent or dishonest acts of one or more of the said “Employees”, and provided, further, that the aggregate liability of the Insurer for any such loss shall not exceed the Limit of Insurance applicable to Insuring Agreements **1. a. i.** or **1. a. ii.**

**e. Prior Fraud, Dishonesty or Cancellation**

Insuring Agreements **1. a. i.** and **1. a. ii.** shall not apply to any “Employee” from and after the time that the Insured or any partner or officer thereof not in collusion with such “Employee” shall have knowledge or information that such “Employee” has committed any fraudulent or dishonest act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured.

If, prior to the issuance of this Form, any fidelity insurance in favour of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured’s “Employees” shall have been cancelled as to any of such “Employees” by the company issuing such fidelity insurance, and if such “Employees” shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Insurer shall not be liable on account of such “Employees”.

**f. Limits of Insurance**

Payment of loss under Insuring Agreements **1. a. i.**, **1. a. ii.** and **1. e.** shall not reduce the amount of insurance payable for other losses under the applicable Insuring Agreement whenever sustained.

Any loss covered under both Insuring Agreements **1. a. i.**, **1. a. ii.** or **1. e.** shall first be paid under Insuring Agreement **1. e.** and the excess, if any, shall be paid under Insuring Agreement **1. a. i.** or **1. a. ii.**

The Insurer’s total liability:

- i. under Insuring Agreement **1. a. i.** for any loss caused by any “Employee” or in which such “Employee” is concerned or implicated or
- ii. under Insuring Agreement **1. a. ii.** as to each “Employee” or
- iii. under Insuring Agreement **1. e.** for any loss by forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments;

is limited to the applicable Limit of Insurance specified in the “Certificate of Insurance”. The liability of the Insurer for loss sustained by any or all of the Insureds shall not exceed the amount for which the Insurer would be liable had all such loss been sustained by any one of the Insureds.

Except under Insuring Agreements **1. a. i.**, **1. a. ii.** and **1. e.** the applicable Limit of Insurance specified in the “Certificate of Insurance” is the most the Insurer will pay for any one “Occurrence”.

Regardless of the number of years this Form shall continue in force and the number of premiums which shall be payable or paid, the Limit of Insurance shall not be cumulative from year to year or period to period.

**g. Limit of Liability Under This Form and Prior Insurance**

Applicable only to Insuring Agreements **1. a. i.**, **1. a. ii.** and **1. e.**

With respect to loss which occurs partly during the policy period and partly during the period of other bonds or policies issued by the Insurer to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss is discovered, the total liability of the Insurer under this Form and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Form on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

**h. Cancellation As To Any Employee**

Insuring Agreements **1. a. i.** and **1. a. ii.** shall be deemed cancelled as to any “Employee”:

- i. immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such “Employee”, of any fraudulent or dishonest act on the part of such “Employee”; or
- ii. except in the province of Quebec, at 12:01 a.m., standard time on the effective date specified in a written notice mailed to the Insured. Such date shall be not less than 15 days after the date of mailing. The mailing by the Insurer of notice to the Insured at the address shown in the “Certificate of Insurance” shall be sufficient proof of notice. Delivery of such written notice by the Insurer shall be equivalent to mailing. In the province of Quebec, cancellation shall be made by Endorsement only.

**3. Exclusions**

This Form does not apply:

- a. to loss due to any fraudulent, dishonest, or criminal act by any Insured or a partner therein, whether acting alone or collusion with others.
- b. any loss, unless the Insured’s records are kept in such a manner that the Insurer can accurately determine the amount of loss.
- c. to loss, destruction or damage caused directly or indirectly by the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage:
  - i. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
  - ii. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
  - iii. contamination by radioactive material.
- d. to loss or damage caused directly or indirectly, in whole or in part, by “Terrorism” or by any activity or decision of a government agency or other entity to prevent, respond to or terminate “Terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- e. to the defence of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding whether or not such proceeding results or

would result in a loss to the Insured covered by this Form, except as may be specifically stated to the contrary in this Form.

- f. to loss of potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this Form.
- g. to all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a loss covered under this Form.
- h. to all costs, fees and other expenses incurred by the Insured in establishing the existence of, or amount of loss covered under this Form unless a Limit of Insurance is indicated in the "Certificate of Insurance" for Insuring Agreement 1. g.
- i. under Insuring Agreements 1. a. i. and 1. a. ii. to loss or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation.
- j. under Insuring Agreements 1. b. and 1. c.:
  - i. to loss due to any fraudulent, dishonest or criminal act by an "Employee", director, trustee or authorized representative of any Insured, while working or otherwise and whether acting alone or in collusion with others; provided, this exclusion does not apply to actual or attempted "Safe Burglary" or "Robbery" except by the Insured or a partner therein;
  - ii. to loss due to the giving or surrendering of "Money" or "Securities" in any exchange or purchase;
  - iii. to loss due to accounting or arithmetical errors or omissions;
  - iv. to loss of manuscripts, books of account or records except for blank value.
- k. under Insuring Agreement 1. b.:
  - i. to loss of "Money" contained in coin operated Amusement Device(s) or Vending Machine(s), unless the amount of "Money" deposited within the device or machine is recorded by a continuous recording instrument therein;
  - ii. to loss of "Money", "Securities" or "Property" which has been electronically transferred to a person or to a place outside the "Premises" on the basis of unauthorized electronic instructions;
  - iii. to loss or damage by fire, whether or not such fire is caused by an "Occurrence", except to "Money", "Securities", a safe or vault.
- l. under Insuring Agreement 1. c.: to loss of or damage to "Money", "Securities" or "Property" while in the custody of any armoured motor vehicle company, unless such loss is in excess of the amount recovered or received by the Insured under:
  - i. the Insured's contract with said armoured motor vehicle company;
  - ii. insurance carried by said armoured motor vehicle company for the benefit of users of its service; and
  - iii. all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armoured motor vehicle company's service,and then this Form shall cover only such excess.
- m. to loss due to the surrender of "Money", "Securities" or "Property" away from the "Premises" as a result of the threat to do:
  - i. bodily harm to any person; or
  - ii. damage to the "Premises" or "Property" owned by the Insured or held by the Insured in any capacity;

provided, however, these exclusions do not apply to loss of “Money”, “Securities” or “Property” while being conveyed by a “Custodian” when there was no knowledge by the Insured of any such threat at the time the conveyance was initiated.

The conditions, limitations, and other terms expressed in the Insuring Agreements, Exclusions, and General Agreements and Conditions of this form shall prevail whenever they conflict with the Crime Standard Conditions contained in the policy.

## INSIDE/OUTSIDE ROBBERY FORM

### 1. Insuring Agreements

The Insurer agrees, subject to the Crime Standard Conditions Form, and the Conditions and Limitations and other terms of this Form, to pay the Insured for loss of or damage to “Money”, “Securities” or “Property” due to:

#### a. Inside Robbery

- i. actual or attempted “Robbery” of a “Custodian” on the “Premises”, including damage to the “Premises” caused by such actual or attempted “Robbery”;
- ii. “Kidnapping”;
- iii. theft from a window display area inside the “Premises”, while the “Premises” are open for business, by a thief or an accomplice having broken the window at the time of the theft.

#### b. Outside Robbery

- i. actual or attempted “Robbery” of a “Custodian” away from the “Premises” while engaged in their regular duties within Canada or the United States of America;
- ii. theft from within the living quarters in the home of a “Custodian” not exceeding the Limit of Insurance specified in the “Certificate of Insurance”;
- iii. theft from a night depository safe provided by a bank or trust company for the use of its customers.

### 2. Extensions of Coverage

- a. **Employee pay cheques:** The Insurer will pay the Insured as trustee for loss of “Money” and cheques intended solely for the payroll of the Insured occasioned by “Robbery” from any of the Insured’s “Employees” on the “Premises” of such “Money” or cheques in their possession during the day or night on which they are paid, provided there is at the same time an actual or attempted “Robbery” from the “Custodian”.

The insurance under this extension shall be part of and not in addition to the Limit of Insurance for this form specified in the “Certificate of Insurance”.

- b. **Medical expense:** The Insurer will pay up to \$500 to or for each “Custodian” who sustains bodily injury during and as a result of actual or attempted “Robbery” insured by this Form, for the reasonable expense of necessary medical, dental, surgical, ambulance, hospital and professional nursing services, and, in the event of death resulting from such injury, the reasonable funeral expense, all incurred within 1 year from the date such injury is sustained, provided such expense is not payable under any Worker’s Compensation Law.

- c. **Automatic Coverage (Inside Robbery):** Insuring Agreement 1. a. of this form shall apply to the “Property” covered thereby from any newly occupied “Premises” in Canada or the United States of America occupied by the Insured in addition to the “Premises” described in the “Certificate of Insurance” forming part of this policy, while a “Custodian” is on duty therein, during the policy period, provided the Insured shall furnish the Insurer with written notice of the occupation of such newly occupied “Premises” within 30 days thereafter, and provided further that the Insured shall pay the Insurer pro rata additional premium for such additional

insurance with respect to each such additional "Premises". This automatic cover shall not exceed an amount equal to that applicable to the location with the lowest Limit of Insurance.

### **3. General Agreements and Conditions**

#### **a. Limit of Insurance**

The Limit of Insurance specified in the "Certificate of Insurance" is the most the Insurer will pay for any one "Occurrence".

#### **b. Deductible**

The Insurer is liable only for that amount by which the loss or damage exceeds the applicable Deductible amount specified in the "Certificate of Insurance" in any one "Occurrence".

#### **c. Policy Period**

This form shall apply only to loss or damage occurring within the policy period shown in the "Certificate of Insurance".

#### **d. Proof of Loss and Prosecution (Medical Expense)**

As respects any claim under Extensions of Coverage, Medical Expense, the injured person or someone on his behalf shall:

- i. upon request submit to examination by a physician selected by the Insurer;
- ii. furnish such medical evidence of the injury as the Insurer may require including detail accounts, paid or unpaid, in support of any expense for which payment is claimed.

### **4. Exclusions**

This form does not apply to loss or damage:

- a. loss or damage caused by fire;
- b. damage to glass or damage to lettering, ornamentation, tapes or foils on the glass;
- c. to loss, destruction or damage caused directly or indirectly by the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage:
  - i. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
  - ii. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
  - iii. contamination by radioactive material.
- d. to loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- e. loss of or damage to any "Property" held by the Insured as postmaster;
- f. loss of or damage to manuscripts, records or accounts, except for blank value;
- g. any loss, unless the Insured's records are kept in such a manner that the Insurer can accurately determine the amount of loss;
- h. if the "Custodian" directly in charge of the insured "Money", "Securities" or "Property", or any "Guard" accompanying the "Custodian" is criminally implicated as a principal or an accessory.