



June 9, 2021

The Owners of Strata Plan LMS 712 - 888 Beach

c/o FirstService Residential BC Ltd.
700 - 200 Granville Street
Vancouver, BC V6C 1S4

RE: CondoSURE Renewal

Policy #: CLMS712
Policy Period: June 9, 2021 to June 9, 2022

Dear Council Members & Owners,

We are pleased to enclose your renewal documents providing coverage effective June 9, 2021.

The insurance market continues to be challenging in 2021. In this tough market, brokers everywhere are having to utilize every Insurer still willing to participate in the Real Estate sector, in order to get the best possible terms. Unfortunately, not all Insurers are willing to offer HUB's Guaranteed Replacement Cost (GRC) coverage and when the insurance supply is low, as it is in today's market, there are times we will be unable to provide this coverage. Your renewal package is based on Stated Amount Co Insurance. 2020 has been an anomaly and when the market starts to soften and more Insurers have an appetite for residential realty, the corporation will have this option once again.

The property limit has increased by 1.54% based on the most recent appraisal from Normac Appraisals dated June 9, 2021. As the cost of property insurance is priced based on a cost per \$100 of coverage, when the reconstruction value increases, it impacts the premium.

Please note some key coverages and deductibles on this years' renewal policy:

- Stated Amount Co Insurance
 - *Subject to policy conditions, refer to policy wordings for full coverage details and exclusions*
- All Property and Equipment Breakdown limits increased to \$143,966,000 as per the most recent Normac Appraisal
- \$1,000,000 Additional Living Expense
- All Property deductible \$25,000
- Water Damage & Sewer Back up deductible \$50,000
- Flood Damage deductible \$75,000
- Environmental Liability deductible \$25,000
- Environmental Liability Aggregate limit \$5,000,000
- Equipment Breakdown - Additional Living Expenses included
- Communicable Disease Exclusion



Our invoice is also enclosed for your kind attention. Please note Insurers require payment within 30 days of the effective date in order to avoid cancellation. Premium payment can be made by one of the following methods:

- Payment in full
- 3 Pay Plan interest free (3 postdated cheques payable over 60 days) as follows:
 - 1/3 dated the inception date of the policy
 - 1/3 dated 30 days after inception date
 - 1/3 dated 60 days after inception date

****All postdated cheques must be sent into our office at the same time***
- Online payment using your banking information – <http://www.hubinternational.com/paymybill>
- Monthly Finance Contract – please contact us to receive your quote

Insurance brokers are required to disclose the dollar amount of compensation received for the policy. The amount of commission for this policy renewal is \$70,662.90.

Once you have reviewed the enclosed documents, please do not hesitate to contact us with any questions. We greatly appreciate your continued support.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michelle Elliott".

Michelle Elliott
Account Executive, Real Estate Practice
(604) 269-1723
michelle.elliott@hubinternational.com

Enclosed

The HUB Advantage

At HUB International our realty service specialists have been dedicated to the insurance needs for Condo and Strata Corporations for over 30 years; bringing you innovative coverage and exceptional service. Staying connected to you is key in working to bring solutions to the ever changing needs of Condo and Strata Corporations. HUB's CondoSURE™ program provides all of the essential and enhanced coverages to ensure your peace of mind.

CondoSURE™

Global Resources, Local Focus

HUB International is the largest insurance brokerage in Canada and 9th largest in the world. With our head office located in Burnaby BC, we have resources across the country with a local focus on our clients.

Risk Services Expertise

30+
years
of service

As a leading provider of risk management services, the HUB Risk Services division partners with our clients to identify current and potential risks. Through implementing controls to reduce exposure and mitigate losses, we can help lower your deductibles and premiums.

With experts in all functional areas and over 100 industries, our team has the proven knowledge and experience.

Our Communities

HUBGIVES

It's important to give back, our organization has a charitable and community giving program that allows HUB employees the opportunity to donate their time and service to community projects. HUB Gives taps into our employees' creativity, passion and connection to their communities to facilitate a meaningful and rewarding experience.

Your Homes

It's easy!

HUB has a unique condo policy that minimizes the gaps between your corporation's insurance and your coverage as a unit owner.

Our Partners

Staying connected with industry news, education is vital to everyone. We partner with the following organizations to help keep current, to bring you information and provide informative education.



CLAIMS GUIDELINES & PROCEDURES

We hope that nothing ever happens that causes you to have an insurance claim. However, if you do, HUB Realty Claims is here to help. We have a fulltime in-office claims department to guide you through those difficult times and help you in reporting your claim.

Property Claims other than Glass

- Contact your Management Company and initiate emergency work as soon as possible to mitigate loss, control damages and minimize impact.
- Organize the details of the loss for reporting - time, date, location, type of loss, witnesses (if any). Your Management Company will be able to provide phone numbers of people to contact on-site.
- Claims should be reported as soon as possible to our office or ClaimsPro after hours. We will record all of the details for you, report it to the Insurers and give you directions on the next steps.
- Do not begin any repairs on the **resultant damage** until you have directions on how to proceed.

Note: If your Corporation owns any Contents such as furniture, appliances, paintings, exercise equipment, tools or similar items, we suggest that you do an inventory of these items; take some pictures and keep these with any receipts that you have for these purchases.

Glass Claims

Your Management Company can authorize repairs as soon as possible, making note of the date of loss and cause of loss. **Note:** A separate glass deductible is applicable to each occurrence.

Once the repairs are completed, the details of loss and paid invoice can be forwarded to our claims department for reimbursement, net of the applicable policy deductible.

Liability Claims

If a third party suffers a bodily injury or damage to their property, this may become a liability claim. Please report the details of the incident to your management company, regardless of any proof of responsibility on the Corporations part.

Do not accept responsibility nor respond to the claimant as that is for the Adjuster or the Courts to decide. If you receive a writ or intent of action claiming for damages or compensation, please forward this information to your Management Company immediately.

Hub Real Estate Practice Claims Contacts

If you have suffered a loss or damage that may be covered by your insurance policy, please contact our Claims Department at:

604-269-1010 or <mailto:realty.claims@hubinternational.com> Monday to Friday, 9:00 am to 5:00 pm.

For after-hours emergencies, please contact 1-866-552-6278

Important Changes to Your Insurance Policy

This bulletin outlines changes to the STR 06/20 Property policy effected by endorsement STREND5-3/21. The policy has been updated to reflect changes in coverage required by the participating insurance companies. The changes are:

Property Insured is now defined as Building, Equipment and Contents

This is a clarification of coverage, not a change or reduction. The policy still extends to insure the property the strata/condominium corporation is required to insure and that property included within the appraised value subject to policy conditions and exclusions.

The policy is subject to aggregate limits which are applicable to both earthquake and flood

An aggregate limit is the maximum amount payable under the policy in one policy term. Aggregate limits, in this case equal to the policy limit, now apply separately to the perils of earthquake and flood. This means that if the policy is extended to cover earthquake and/or flood, it will not pay more than the aggregate limit shown regardless of the number of earthquake or flood occurrences in that policy year. Coverage for the perils of earthquake and flood remains subject to the applicable deductibles. Coverage for insured perils other than earthquake or flood is not affected by aggregate limits unless the policy indicates otherwise.

The Flood Extension limits now applies to all flooding within 168 consecutive hours

If coverage for the peril of flood is obtained, the aggregate limit, as outlined above, applies to direct physical damage caused by a flood occurrence which is defined as all flooding which occurs within 168 consecutive hours.

The definition of flood now includes surface water

Surface water, which is defined as water or natural precipitation temporarily diffused over the surface of the ground, now falls within the peril of flood.

The Disappearing Deductible Endorsement has been removed

The Disappearing Deductible Endorsement, which waived a deductible up to \$5,000 in cases where a loss exceeded \$250,000, has been removed.

A new exclusion for spacecraft, satellites and launch vehicles has been added

This exclusion, 7(p), specifies that coverage does not extend to spacecraft, satellites, launch vehicles or any property contained therein.

A new exclusion for transmission and distribution lines has been added

This exclusion, 7(q), specifies that coverage does not extend to transmission and distribution lines more than 300 meters from the premise insured. Premise is defined as the area within the property lines.

A new exclusion for Cyber Loss has been added

This exclusion specifies that the policy does not extend coverage for a Cyber Loss or for loss of, or caused by the loss/failure of, Data.

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

- Cyber Act means an unauthorized, malicious or criminal acts involving access to, processing of, use of or operation of any Computer System.
- Cyber Incident means:
 - any error or omission involving access to, processing of, use of or operation of any Computer System; or
 - any partial or total unavailability or failure to access, process, use or operate any Computer System.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

Note that should a Cyber Incident directly results in a fire or explosion, the policy would still respond to the damage to insured property.

Cyber related risk is an area insurers are more frequently seeking to reduce their exposure. Coverage for certain cyber risks, predominately liability exposures, can be purchased. Please speak with your HUB representative to learn more.

Additional exclusions for Communicable Disease have been added

A Communicable Disease exclusion outlines that the insurance policy will not cover any claim for loss or damage arising directly or indirectly from, or due to a communicable disease. Such loss or damage is excluded whether or not there are concurrent or contributing factors forming part of the loss.

Insurance companies are presently very aware of the emerging exposures they face concerning communicable disease. Concurrently, they are also aware these exposures are not fully understood. Accordingly, and notwithstanding the presence of similar language already included in the policy, insurance companies commonly require their own communicable disease language to be included within a policy in which they are participating.

Disclaimer: This bulletin is intended to provide readers with general information only. Readers are urged not to rely simply on the content of the bulletin, but to refer to the policy wording and consult with appropriate professionals on a case by case basis.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Policy No. CLMS712

Declarations

Named Insured: The Owners of Strata planLMS 712 - 888 Beach
 Additional Insured(s): First Service Residential BC Ltd.
 Mailing Address: c/o FirstService Residential BC Ltd., 700 - 200 Granville Street, Vancouver, BC V6C 1S4
 1500 Hornby Street, Vancouver, BC V6Z 2R1,
 Location Address(es): 1501 Howe Street, Vancouver, BC V6Z 2P8
 & 888, 896, 898 Beach Avenue, Vancouver, BC V6Z 2P9
 Policy Period: **June 9, 2021 to June 9, 2022** 12:01 a.m. Standard Time
 Loss Payable to: The Insured or Order in Accordance with the Strata Property Act
 Insurers: As Per List of Participating Insurers Attached.

Insurance is provided subject to the Declarations, Terms, Conditions, Limitations and Endorsements of this policy and only for those coverages for which specific limits or amounts of Insurance are shown on this Declaration Page.

Coverage effected through authorized agent/approved Lloyd's Coverholder: Hub International Canada West ULC, 400-4350 Still Creek Dr., Burnaby, BC V5C 0G5.

Insuring Agreements	Deductibles	Amount of Insurance
PROPERTY COVERAGES		
All Property, All Risks 6/20 STR	\$25,000	\$143,966,000
Additional Living Expenses	Included	\$1,000,000
Water Damage	\$50,000	Included
Back up of Sewers, Sumps, Septic Tanks or Drains	\$50,000	Included
Earthquake Damage	10% minimum \$100,000	Included
Aggregate Limit		\$143,966,000
Flood Damage	\$75,000	Included
Aggregate Limit		\$143,966,000
Key and Lock Replacement	Nil	\$25,000
Stated Amount Co Insurance, Replacement Cost	Included	Included
Property Form STR 06/20 Endorsement - Form STREND5 3/21		
Zurich Communicable Disease Endorsement - Form STREND6 - 3/21		
Temple Communicable Disease Endorsement - Form STREND1 - 1/21		
BLANKET EXTERIOR GLASS INSURANCE - Form 820000 (02/06)		
Residential	\$ 100	Blanket
Commercial	\$ 250	Blanket
COMMERCIAL GENERAL LIABILITY - Form 000102-10 (06/12)		
Each Occurrence Limit	\$5,000	\$30,000,000
Coverage A - Bodily Injury & Property Damage Liability - <i>Per Occurrence</i>	\$5,000	\$30,000,000
Products & Completed Operations - <i>Aggregate</i>		\$30,000,000
Coverage B - Personal Injury Liability - <i>Per Occurrence</i>	\$5,000	\$30,000,000
Non-Owned Automobile - SPF #6 - Form 335002-02- <i>Per Occurrence</i>		\$30,000,000
CONDO DIRECTORS & OFFICERS LIABILITY		
Primary Policy - Form NP-512258 (09/18) Excess - Master Policy # 530500785	Nil	\$20,000,000
Cyber Security and Privacy Liability - Form NP-512258		\$250,000
ENVIRONMENTAL LIABILITY POLICY / POLLUTION LEGAL LIABILITY		
Master Policy CAL001164200W, Form AGRC-PO 2001 Canada 11-14		
Limit of Liability – Each Incident, Coverages A-G	\$25,000 Retention	\$1,000,000
Limit of Liability – Each Incident, Coverage H	5 Day Waiting Period	\$250,000
Aggregate Limit		\$5,000,000

Insuring Agreements	Deductibles	Amount of Insurance
VOLUNTEER ACCIDENT INSURANCE COVERAGE STR (08/17)		
Personal Accident Limit - Maximum Benefit - Lesser of \$1,000,000 or 7.5x Annual Salary		\$1,000,000
Weekly Accident Indemnity - Lesser of \$750 or 75% of Gross Weekly Earnings (52 weeks)	8 day Waiting Period	
Accident Expenses - various up to \$15,000 (see policy wording) Dental Expense - \$5,000		
Program Aggregate Limit		\$10,000,000
COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION		
Employee Dishonesty - Form 500000 (08/14 / Excess - Form CE 14-02-4028	Nil	\$1,000,000
Broad Form Money & Securities- Form 500000 (08/14) / Excess - Form CE 14-02-4028	Nil	\$60,000
Program Aggregate Limit		\$10,000,000
EQUIPMENT BREAKDOWN		
I Standard Comprehensive Plus, Replacement Cost - Form C780016 (01/11)	\$1,000	\$143,966,000
II Consequential Damage, 90% Co-Insurance - Form C780032 (01/11)	\$1,000	\$25,000
III Extra Expense - Form C780033 (01/11)	24 Hour Waiting Period	\$250,000
IV Ordinary Payroll – 90 Days - Form C780034 (01/11)	24 Hour Waiting Period	\$100,000
TERRORISM - Form LMA3030 (amended) (06/14)	\$ 500	\$1,000,000
CYBER SUITE COVERAGE FORM 918200-01	\$1,000	\$50,000
A. Data Compromise Response Expenses		
Forensic IT - sublimit \$12,500 (sublimit 50% of Data Compromise Response Expenses Annual Aggregate)		
Legal Review - sublimit \$12,500 (sublimit 50% of Data Compromise Response Expenses Annual Aggregate)		
Public Relations - sublimit flat \$5,000		
Regulatory Fines & Penealties - sublimit \$12,500 (sublimit 50% of Data Compromise Response Expenses Annual Aggregate)		
PCI Fines & Penalties - sublimit \$12,500 (sublimit 50% of Data Compromise Response Expenses Annual Aggregate)		
Named Malware - sublimit flat \$25,000		
DAS LEGAL EXPENSE INSURANCE COVERAGE		
DAS business for Condominiums Legal Protection Insurance Policy		
Per Claim Limit		\$500,000
Program Aggregate		\$1,000,000



**Associate Vice President
Hub International Insurance
Brokers**

ALL COVERAGES SUBJECT TO POLICY DEFINITIONS

This policy shall not be valid or binding unless countersigned by a duly Authorized Representative of the Insurer.

DISCLOSURE NOTICE

The Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to a customer in writing at the time of entering into an insurance transaction. Hub International Insurance Brokers licensed as a general insurance broker by the Insurance Council of British Columbia. This transaction is between you and Aviva Insurance Company of Canada, Continental Casualty Company, Temple Insurance Company, Zurich Insurance Company Ltd., Policy No. CLMS712.

We have no interest in the above stated Insurance Company and the Insurance Company also has no interest in our Company. The Financial Institutions Act prohibits the Insurance Company or our Company from requiring you to transact additional or other business with the Insurance Company or any other person or corporation as a condition of this transaction.

Upon completion of this transaction, Hub International Insurance Brokers will be remunerated by way of commission and/or fee, which will be paid by the insurer named above or by you, the customer.

We may work together with other appropriately licensed third parties in marketing of insurance products; we may share commissions and/or pay or receive fees as a result of a joint venture.

For more on how we get paid, including for information on contingent commissions we may receive from the insurer(s), please visit **About Us** at:

<https://www.hubinternational.com/en-CA/about-us/how-we-get-paid/>

Client No. CLMS712

Client Name: The Owners of Strata Plan LMS 712 - 888 Beach
Mailing Address: c/o FirstService Residential BC Ltd., 700 - 200 Granville Street, Vancouver, BC V6C 1S4
Location Address(es): 1500 Hornby Street, Vancouver, BC V6Z 2R1, 1501 Howe Street, Vancouver, BC V6Z 2P8 & 888, 896, 898
Beach Avenue Vancouver BC V6Z 2P9
Coverage Term: **June 9, 2021 to June 9, 2022** 12:01 a.m. Standard Time

Other Services and Service Providers

PLATINUM LEGAL SERVICES RETAINER – CLARK WILSON LLP

Legal advice and exclusive benefits. See Contract for details.
Limits: \$1,000,000/Legal Proceeding \$1,500,000 Aggregate
Fee: 100% Retained

\$750

Schedule Of Participating Insurers For Owners of Strata Plan LMS 712 - 888 Beach

Policy # CLMS712 Term: June 9, 2021 to June 9, 2022 12:01 a.m. Standard Time

Insurer	Coverage	%	Limit (\$)
Aviva Insurance Company of Canada	Property	60.	\$86,379,600
Continental Casualty Company	Property	15.	\$21,594,900
Temple Insurance Company	Property	5.	\$7,198,300
Zurich Insurance Company Ltd.	Property	20.	\$28,793,200
Aviva Insurance Company of Canada	Commercial General Liability	100	\$30,000,000
Victor Insurance Group	Directors & Officers Liability	100	\$2,000,000
Intact Insurance Company	Excess Directors & Officers Liability	100	\$18,000,000
Aviva Insurance Company of Canada	Employee Dishonesty – Form A	100	\$30,000
Aviva Insurance Company of Canada	Broad Form Money & Securities	100	\$30,000
Chubb Insurance Company of Canada	Excess Employee Dishonesty - Insuring Clause 1 (A, D, E, F, G, H)	100	\$1,000,000 *less the retention
	Program Aggregate		\$10,000,000
Chubb Insurance Company of Canada	Excess Robbery - Insuring Clause 1 (B, C)	100	\$30,000
Aviva Insurance Company of Canada	Glass	100	Blanket
Allianz Global Risks	Environmental Liability Policy Pollution Legal Liability	100	\$1,000,000
Aviva Insurance Company of Canada	Equipment Breakdown	100	\$143,966,000
Certain Lloyd's Underwriters under contract B1000P048142020 as arranged by Meridian Risk Solutions	Volunteer Accident Insurance Coverage	100	\$1,000,000/Max. 7.5 x Annual Salary
Aviva Insurance Company of Canada	Cyber Suite Coverage	100	\$50,000
Certain Lloyd's Underwriters under contract B1000P057782020, as arranged by Meridian Risk Solutions Limited	Terrorism	100	\$1,000,000
DAS Legal Protection Insurance	DAS Legal Protection	100	

Total Policy Premium	\$361,770
Total Legal Expense	\$ 750
<i>Minimum Retained Fee: \$750</i>	
TOTAL PAYABLE	\$362,520

Insured's Copy

Attached to and forming part of CONDOMINIUM AND/OR STRATA CORPORATION PROPERTY FORM STR(06/20) this endorsement form STREND5 3/21 modifies coverage provided by CONDOMINIUM AND/OR STRATA CORPORATION PROPERTY FORM STR(06/20)

It is hereby understood and agreed that Section 2 PROPERTY INSURED is deleted and replaced with:

2. PROPERTY INSURED: The following is insured property under this form, provided a limit of insurance is shown in the policy declarations and while at the premises

- i. all property
- ii. building
- iii. contents
- iv. equipment

It is hereby understood and agreed that Section 5(l) Earthquake Shock Endorsement is deleted and replaced with:

l. Earthquake Shock Endorsement: The following conditions apply only if this policy is extended to include loss or damage caused directly by the peril of earthquake as indicated in the policy declarations. This endorsement applies separately to each location for which Earthquake Shock is specified on the policy declarations.

1. INSURED PERIL

This insurance is hereby extended to include earthquake

2. LIMIT CLAUSE

If a limit of insurance is shown on the policy declarations it is the annual aggregate for this endorsement. That limit is the most the Insurer will pay in a single policy period for all loss or damage caused by earthquake sustained during that policy period.

3. DEDUCTIBLE CLAUSE

Subject to Section 5(l)(2), the LIMIT CLAUSE, the Insurer is liable for the amount by which the loss or damage caused by earthquake exceeds the amount of the deductible specified on the policy declarations 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 for each building separately as specified on the policy declarations.

If both an amount and a percentage are specified on the policy declarations whichever deductible is greater shall apply.

This deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the policy.

4. 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, smoke;
- b) leakage from a water main or fire protective equipment;
- c) theft, vandalism and malicious acts;
- d) flood including the breaking out or overflow of any natural or artificial body of water and includes surface water, waves, tides, tidal waves and tsunamis.

5. 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.

6. DEFINITIONS

- a) Earthquake shall include snow slide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.
- b) Earthquake occurrence means all earthquake shocks which occur within (168) consecutive hours, commencing during the policy period on or after the effective date of this endorsement. The expiration of the policy will not reduce the 168 hour period.

It is hereby understood and agreed that Section 5(O) Extended Replacement Cost is deleted and replaced with:

O. Extended Replacement Cost: The following conditions apply only if this policy is extended to include Extended Replacement Cost as indicated in the policy declarations.

It is understood and agreed that the basis of loss settlement in respect to property shall be based on full replacement cost with like kind and quality. In the event the amount of insurance as shown on the policy declarations is insufficient to provide indemnity on a replacement cost basis, the effect of this extension shall be to increase that amount of insurance to the percentage indicated on

the policy declarations up to a maximum amount of \$50,000,000 subject to the following conditions;

- a) Any additions, improvements or enlargements to property made after the effective date of this clause which represent more than 5% of the applicable limit of liability specified in the declarations (or substituted therefore by endorsement) must be reported to the insurer within 60 days after construction commences, failing which, a penalty equal to the percent that the replacement cost of the new construction bears to the total replacement value of the property, will be deducted by the Insurer from the settlement of any loss which occurs thereafter.
- b) Any additional premium due in respect to such additions, improvements, or enlargements shall be calculated from the commencement date of such construction and shall be paid to the insurer.
- c) No settlement shall be made by the insurer under this extension until such time that the repairs or replacement of the property has been effected by the insured, such repairs or replacement to be effected with due diligence and dispatch.
- d) The insurer shall not be liable for more than the cost of replacing, repairing, constructing or re-constructing (whichever is least) the property on a similar site with new property of like kind and quality and for like occupancy without deduction for depreciation.
- e) In the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purpose of this extension.
- f) A certified reconstruction appraisal or its' annual updated certificate is on file with the insurer or broker that is not dated more than 450 days from the date of loss and the amount specified in the policy declarations is no less than the reconstruction amount specified in that appraisal.

Failure to comply with any of the provisions of this clause shall render this clause null and void and the Insurer's liability will be limited to Stated Amount Co-Insurance as outlined in Section 16 of this policy. This condition supersedes General Condition 17. Co- Insurance Clause.

All other terms and conditions contained within this policy concerning the application of civic codes and their effects on reconstruction remain unchanged.

It is hereby understood and agreed that Section 5(N) Flood Damage is deleted and replaced with:

N. Flood Endorsement: The following conditions apply only if this policy is extended to include physical loss or physical damage caused directly by the peril of flood as indicated in the policy declarations.

If a limit of insurance is shown on the policy declarations for Flood, that limit is an aggregate limit and is the most the Insurer will pay in a flood occurrence for all direct physical loss of or direct physical damage to insured property caused by flood.

It is hereby understood and agreed that Section 5(X) Rate Guarantee is removed

It is hereby understood and agreed that Section 5(Z) Unit Owner Rental Coverage is deleted and replaced with:

Y. Unit Owner Rental Coverage: If specified on the policy declarations and in consideration of the premium, this policy is extended to include Rental Income coverage for unit owners that rent out their units as outlined in the Business Interruption Insurance Section of this wording. This extension excludes coverage to units occupied by commercial tenants.

The Insurer agrees, subject to the terms and conditions expressed herein, that if direct physical loss or direct physical damage to Property Insured occurs, payment shall be made to the Insured for loss of rental income up to a maximum limit of \$30,000 per unit and shall not exceed \$1,000,000 aggregate limit. This limit, if specified on the policy declarations is in excess of any other policy limit.

The Insurer shall not be liable for any loss or damage under this extension of coverage occurring during the first 12 (twelve) months following the occurrence and shall be limited to maximum period of 24 (twenty-four) months indemnity. It is also understood that where the individual unit owners hold other valid and collectible insurance against loss as detailed in this extension, this extension shall apply only as excess insurance and only after all other insurance shall have been exhausted.

It is hereby understood and agreed that the following exclusion is added to Section 7 of the policy wording:

(o) Spacecraft, satellites, associated launch vehicles and any property contained therein

It is hereby understood and agreed that the following exclusion is added to Section 7 of the policy wording:

(p) Transmission and distribution lines situated beyond 300 meters of the Premise of the Insured

It is hereby understood and agreed that Section 19, REINSTATEMENT CLAUSE is deleted and replaced with:

19. REINSTATEMENT CLAUSE: Unless subject to an aggregate limit any loss hereunder shall not reduce the amount of this policy

20.

It is hereby understood and agreed that the following definitions are added to the policy wording as follows:

all property means: building, contents and equipment

aggregate limit means the maximum amount of loss or damage payable in any one policy period regardless of all of the following:

- a. The number of insured locations, coverages and occurrences involved within the same policy period
- b. Whether the policy period is equal to, less than or more than 12 months

building means the building(s) described on the Policy Declarations and includes:

1. fixed structures pertaining to the building and located on the premises;
2. additions and extensions communicating and in contact with the building;
3. permanent fittings and fixtures attached to and forming part of the building including:
 - i) elevating devices;
 - ii) utility equipment both above and below ground on the premises; and
 - iii) domestic appliances installed in dwelling units.
4. materials, equipment and supplies on the premises for maintenance of, and normal repairs and minor alterations to the building or for building services;
5. e. growing plants, trees, shrubs or flowers inside the building used for decorative purposes when the Insured is the owner of the building;
6. f. roadways, walkways, exterior parking lots or other similar exterior paved or unpaved surfaces at the premises.

contents means personal property owned by the Condominium Corporation not included in building and similar property

belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable equipment means:

1. generally all contents usual to the business of the Insured including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances other than building or stock;
2. similar property belonging to others and which the Insured is obliged to insure or for which the Insured is legally liable;
3. outside communication towers, antennae (including satellite receivers) and equipment attached to them, street clocks and exterior signs, provided the building is not otherwise insured by this form;

fire protective equipment includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
2. any watermains or appurtenances located outside of the premises and forming a part of the public water distribution system;
3. any pond or reservoir in which the water is impounded by a dam.

flood means the breaking out or overflow of any natural or artificial body of water and includes surface water, waves, tides, tidal waves and tsunamis.

flood occurrence means all flooding which occurs within any 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.

policy declarations means the policy declarations applicable to this policy for the current policy period, including any supplementary pages or schedules.

surface water means water or natural precipitation temporarily diffused over the surface of the ground.

It is hereby understood and agreed that DISAPPEARING DEDUCTIBLE CLAUSE ENDORSEMENT is removed It is hereby understood and agreed that LMA 5400, Cyber Loss Endorsement, is added:

PROPERTY CYBER AND DATA ENDORSEMENT

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;
 regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research

and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank

Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7 Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 9 Computer System means:
 - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400

11 November 2019

Except as otherwise provided in this extension all terms and conditions of this policy shall remain unchanged.

Attached to and forming part of CONDOMINIUM AND/OR STRATA CORPORATION PROPERTY FORM STR(06/20)

With specific reference to the participation of Zurich Insurance Company Ltd as shown on the policy declarations this Endorsement, form STREND6-3/21, modifies the coverage provided by Zurich Insurance Company Ltd in the Condominium and/or Strata Corporation Property Wording;

It is hereby understood and agreed that Zurich Insurance Company Ltd Form ZC 20131 U (05/20) Communicable Disease Exclusion is added

Except as otherwise provided in this extension all terms and conditions of this policy shall remain unchanged.

STREND6-3/21

Attached to and forming part of CONDOMINIUM AND/OR STRATA CORPORATION PROPERTY FORM STR(06/20)

With specific reference to the participation of Temple Insurance Company as shown on the policy declarations this the LMA5393 (amended) Endorsement (Form STREND1-1/21) modifies the coverage provided by Temple Insurance Company in the Condominium and/or Strata Corporation Property Wording;

COMMUNICABLE DISEASE
ENDORSEMENT
(For use on property policies)

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense, or other sum, directly or indirectly caused by, arising out of, resulting from, contributed to by, or attributable to a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease; all regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence to the loss.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

2.1. for a Communicable Disease, or

2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393 (amended)

Except as otherwise provided in this extension all terms and conditions of this policy shall remain unchanged.

STREND1-1/21 BORDEREAUX,

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6 Tel: 1-877-455-6937 -

Fax: (514) 861-0470

E-mail: <mailto:info@lloyds.ca>

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies.

The GIO can be reached at:

Toll free number: 1-877-225-0446

<http://www.giocanada.org/>

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

<http://www.lautorite.qc.ca/>

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9 Services in English: 1-

866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232) [http://www.fcac-](http://www.fcac-acfc.gc.ca/)

[acfc.gc.ca/](http://www.fcac-acfc.gc.ca/)

Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy. You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide **information detailing for you how he or she is paid, by whom, and in what ways.**

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

NOTICE CONCERNING PERSONAL INFORMATION

How we use your information

By purchasing insurance from certain Underwriters at Lloyd's, London (Lloyd's), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

What personal information we collect about you

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

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account details

We also collect information about you when you visit <http://www.lloyds.com/> Further details can be found on our online Privacy & Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement> <http://www.lloyds.com/common/privacy-and-cookies-statement>

We will not use your personal information for marketing purposes and we will not sell your personal information to other parties.

Who we disclose your information to

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

Disclosure without consent

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

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

How to access your information and/or contact us

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

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

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