

Form #222 (Rev. August 30, 2023)
Standard Schedule of Endorsements

The following endorsements and clauses apply to the attached policy:

- Biological, Chemical or Nuclear Terrorism Exclusion Endorsement
- Seepage / Leakage Endorsement
- Terrorism Exclusion
- Limited Cyber and Data Exclusion - LMA5405 - 21 November 2019
- Mould Exclusion
- Illegal Substance Endorsement
- Marijuana Exclusion
- Acreage Endorsement
- Pollution and/or Contamination Exclusion Clause - NMA2340
- Several Liability Notice LSW 1001
- Premium Earning Clause
- Communicable Disease Endorsement - LMA5393
- Radioactive Contamination Exclusion Clause - NMA1191
- Service of Suit Clause (Action Against Insurer) – LMA5028A
- Biological or Chemical Materials Exclusion – NMA2962
- Seepage and/or Pollution and/or Contamination Exclusion - NMA2342

NOTE: one or more of these endorsements may not apply (where liability coverage has not been extended)

Each is contained in this document, as follows:

BIOLOGICAL, CHEMICAL OR NUCLEAR TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The use of biological, chemical and/or nuclear weapons or force or contamination and/or the threat thereof.

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

SEEPAGE / LEAKAGE ENDORSEMENT

It is hereby agreed and understood that the following attaches to and forms part of the policy.

We do not cover loss or damage caused by:

- water which enters your dwelling through an opening which has NOT been created suddenly and accidentally by an insured peril.

TERRORISM EXCLUSION

The following exclusions are applicable to all coverages included in your policy and its endorsements including Personal Liability section.

Terrorism / Property Insurance

We do not cover loss, damage or expense 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, damage or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage or expense.

This exclusion does not apply to loss or damage to property, which results directly from fire or explosion.

Terrorism / Personal Liability Insurance

You are not insured for claims arising directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism.

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

“**Terrorism**” means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) and/or instilling fear in the public or a section of the public.

LIMITED CYBER AND DATA EXCLUSION - LMA5405 - 21 November 2019

The following exclusions apply to the whole of the contract.

We will not pay for any:

- (a) Cyber
loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software, or programme;
 - ii. any computer virus;
 - iii. any computer related hoax relating to i and/or ii above.However, where a fire or explosion occurs as a result of (a)(i) or (a)(ii) above, we will still cover damage resulting from that fire or explosion.
- (b) Electronic Data
loss of or damage to any electronic data (for example files or images) wherever it is stored.

MOULD EXCLUSION

THIS EXCLUSION ELIMINATES ABSOLUTELY ANY COVERAGE UNDER ANY CIRCUMSTANCE FOR “MOULD”, AS THAT TERM IS DEFINED BELOW. IT REPLACES ENTIRELY ANY PART OF THE POLICY OR ENDORSEMENTS THAT SAYS THERE IS COVERAGE FOR “MOULD”.

PLEASE READ THIS EXCLUSION CAREFULLY. CONTACT YOUR LOCAL AGENT IMMEDIATELY IF YOU DO NOT UNDERSTAND ANY OF THE WORDS IN THIS EXCLUSION.

1. Definition of “Mould”

The term "Mould" in this exclusion means one or more of the following items: (i) any growth produced on damp or decaying matter or on living cells; (ii) any fungus, including all moulds, rusts, mildews, mushrooms and yeasts; (iii) any matter growing or grown on a surface of the property that you did not intend to grow there; or (iv) any matter on or in the insured property that poses a health hazard to occupants or other persons.

2. Exclusion of "Mould"

- a. This policy does not insure any loss, damage, claim, cost, expense, sum or other obligation involving "Mould".
- b. If any person or entity claims in any way that you are legally liable because of "Mould", this policy does not insure or provide a defense on any basis.

3. Scope of Exclusion

This exclusion is absolute. It applies without exception to any and all circumstances.

- a. With respect to your insured property, this exclusion applies whether there has been any physical loss or damage to insured property. It applies whether any insured peril or cause – including water damage – contributes concurrently or in any sequence to the "Mould". It applies whether "Mould" precedes or follows after another event. It applies whether "Mould" is visible or hidden. And it applies to every action taken, whether voluntary or not.

With respect to your liability to others, this exclusion applies to every kind of potential or actual liability, whether for bodily injury, property damage, medical payments or otherwise. It applies whether there has been any suit or other demand made on you. And it applies whether the potential or actual liability is to pay, monitor, clean up, remove, or take some other action.

ILLEGAL SUBSTANCE ENDORSEMENT

Damage caused due to cultivating, harvesting, processing, manufacturing or distributing illegal substances is not covered by your property policy. Cultivating illegal substances, as identified in the Schedule of the Controlled Drugs and Substances Act Narcotic Control Regulations, is an illegal and destructive activity.

MARIJUANA EXCLUSION

Property

We do not cover loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other controlled substance regulated by the government (other than for personal recreational use and within regulation guidelines), regardless of whether you are aware or unaware of such activity.

Liability

You are not insured for claims arising directly or indirectly, in whole or in part, from the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other controlled substance regulated by the government (other than for personal recreational use and within regulation guidelines), regardless of whether you are aware or unaware of such activity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

ACREAGE ENDORSEMENT

It is hereby understood and agreed that:

- **WARRANTY**
It is warranted that no building or outbuilding insured by this policy shall, throughout the term of this policy, be used for the raising or keeping of live stock or poultry for commercial purposes.
- **LANDUSE RESTRICTION WARRANTY**
This policy does not cover any liability arising out of manufacturing, commercial or farming purposes or the renting or leasing of land to others.

POLLUTION AND/OR CONTAMINATION EXCLUSION CLAUSE - NMA2340 (03/04)

U.S.A. & Canada, Land, Water and and Air Exclusion

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

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

- a) any loss, damage, cost or expense, or
- b) any increase in insured loss, damage, cost or expense, or
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

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

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

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

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

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

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

SEVERAL LIABILITIES CLAUSE - LSW1001

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

PREMIUM EARNING CLAUSE

It is hereby understood and agreed that:

When the insured has a history of cancellation for non-payment of premium (with the current carriers in the last 5 years), any request for cancellation of this policy for non-payment, will deem the premium fully earned and no refund will be given.

COMMUNICABLE DISEASE ENDORSEMENT - LMA5393 (March 25, 2020)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and 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 arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
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.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-PHYSICAL DAMAGE DIRECT - NMA1191 (Rev. May 25, 2010)

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

SERVICE OF SUIT CLAUSE (Action against Insurer) – LMA5028A

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

Biological or Chemical Materials Exclusion – NMA2962

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED.

Seepage and/or Pollution and/or Contamination Exclusion – NMA2342

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

- a) any loss, damage, cost or expense, or
- b) any increase in insured loss, damage, cost or expense, or
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

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

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

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNALTERED.