LEGAL HELPLINE WITH HR ASSIST

Your Trisura Guarantee Insurance Company policy includes unlimited access to complimentary legal information and to a unique feature called HR Assist.

HR Assist, available in English and French, provides our specialty insurance policyholders with access to certified human resources (HR) specialists who help with effectively managing any HR issues.

If you have any legal or HR questions that require the assistance of a lawyer, here's how the Trisura Legal Helpline can help you:

- Call the helpline at **1-866-945-5207**.
- Have your policy number ready to confirm that you are a Trisura policyholder.
- They are available 8 a.m. to midnight (local time), seven days per week.
- In emergency situations, a lawyer will be made available regardless of the time of day.
- You can speak directly to a legal representative or schedule the most convenient time for a lawyer to call you back.

Our lawyers are knowledgeable, professional and courteous. We encourage you to call whenever you have a legal concern to help minimize the risk of more complicated future problems.

Here are some examples to better illustrate the importance of obtaining legal and HR assistance in your time of need.

AN ACCIDENTAL INJURY AT THE WORKPLACE

A non-profit charity that helps build and repair residential homes for low-income families had an unfortunate incident. The homeowner accidentally struck the volunteer's ladder with their car, and the volunteer is now severely injured. The charity wants to know if they face potential liability issues and if they can take any legal action against the homeowner, on behalf of the volunteer.

A VOLUNTEER'S PURPORTED TORMENT

A non-profit humanitarian organization for youth poverty uses volunteers to supplement their regular employee workforce. Staff members have alleged a particular volunteer keeps harassing the children and teens who visit the organization's communal space. The operations manager does not know what steps can be taken to dismiss the volunteer without exposing the organization to possible charges of slander.

CATERING BUSINESS MISHAP

A local hotel contracts catering for a business conference to a new firm. On the day of the conference, the caterer does not show, and there is no breakfast nor lunch for the conference. The hotel owner has to step in and order food from an expensive restaurant. The caterer refuses to accept responsibility. The hotel owner wants to know what course of action they can take to not only recoup costs, but also repair the hotel's reputation.

A BARTENDER'S DEMAND

The owner of a bar and lounge was sent a demand letter by the legal counsel of one of her bartenders. The employee claimed constructive dismissal, alleging that the owner refused to schedule shifts for her and did not give appropriate notice of shift changes. The lounge owner had records of assigning shifts accordingly and giving advance notice, but he does not know how to respond to the demand letter.

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TRISURA®
a step above

CUSTOMER NOTICE REGARDING ECONOMIC AND TRADE SANCTION LAWS

As part of Trisura's commitment to comply with all laws and regulations applicable to our business, this notice is intended to inform you of the existing legal requirements with respect to trade sanctions. We feel it is important that you be aware of the potential impact on the coverage provided by your insurance policy, and on the servicing of claims in jurisdictions with high political risk or instability.

Trade sanctions and economic embargoes are legal measures imposed by certain countries to restrict or prohibit trade, travel and economic activity with targeted countries, entities or individuals. Several factors may contribute in determining whether economic sanctions laws apply to an insurance policy or a claim. They include, but are not limited to, the domicile or place of incorporation of the policy holder, insured, parent company, subsidiary, claimant, insurer, and the country where the claim arises.

The consequences of complying with applicable domestic and international sanction laws can vary greatly depending on the circumstances. They may include:

- difficulties with the claim settlement process;
- denial of claims;
- "freezing" of policies, preventing any transaction involving these policies
- voiding or cancellation of policies, with or without refund of premium.

TRISURA®

NON-PROFIT MANAGEMENT AND CORPORATE LIABILITY INSURANCE POLICY

DECLARATIONS

Policy No.: CDO1003181 **Prior Policy No.:** PDO1000884

Item 1. **Parent Corporation:** The Owners, Sonoma Pines Homeowners Management Ltd.

Address: c/o Coldwell Banker Horizon Realty Owners
110-1641 Commerce Avenue
Kelowna BC V1X 8A9

Item 2. **Policy Period:** From August 26, 2022 to August 26, 2023
12:01 a.m. standard time at the address stated in Item 1.

Item 3. **Limit of Liability** $5,000,000.00 Aggregate Limit of Liability each **Policy Period** *(including **Defence Costs**)*

Item 4. **Additional Coverage Limits of Liability:**

(A): Excess Directors or Officers Coverage:	$1,000,000.00	Aggregate Limit of Liability each **Policy Period**
(B): Pollution Defence Costs Coverage:	$1,000,000.00	Aggregate Limit of Liability each **Policy Period**
(C): Corporate Brand Protection / Crisis Management Expenses Coverage:	$100,000.00	Aggregate Limit of Liability each **Policy Period**

Item 5. **Deductible:**

(A):	$0.00	each **Claim** for all **Non-Indemnified Loss**
(B):	$5,000.00	each **Claim** for all **Indemnified Loss**
(C):	$5,000.00	each **Employment Practices Wrongful Act Claim**

Item 6. **Discovery Period:**

(A): Additional Premium:	75%
(B): Additional Period:	1 year

Item 7. **Allocation Percentage:** 80%

Item 8. **Knowledge of Claim:** Chief Financial Officer

Item 9. **Premium:** $6,850.00

Item 10. **Endorsements Attached at Issuance:** No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7, No. 8, No. 9

These Declarations along with the completed and signed **Application** and the Policy with endorsements, if any, shall constitute the entire contract between the **Insured** and Trisura Guarantee Insurance Company.

In witness whereof, the **Insurer** has caused this Policy to be signed by its authorized officer.

TRISURA GUARANTEE INSURANCE COMPANY

Chris Sekine
President & CEO

THIS IS A **CLAIMS** MADE POLICY WITH **DEFENCE COSTS** INCLUDED IN THE LIMIT OF LIABILITY, EXCEPT WHEN PROHIBITED BY THE LAWS OF THE PROVINCE OF QUEBEC OR AS OTHERWISE PROVIDED HEREIN, PLEASE READ CAREFULLY

EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD.

This policy contains a clause that may limit the amount payable

NON-PROFIT MANAGEMENT AND CORPORATE LIABILITY INSURANCE POLICY

IN CONSIDERATION OF the payment of the premium, and in reliance upon all statements made and information furnished to Trisura Guarantee Insurance Company (hereinafter called the **"Insurer"**) including the statements made in the **Application** and subject to the Declarations and all the terms, conditions and limitations of this Policy, the **Insurer** agrees as follows:

I INSURING AGREEMENT

The **Insurer** shall pay on behalf of the **Insureds** all **Loss** they are legally obligated to pay on account of any **Claim** for a **Wrongful Act** first made against them during the **Policy Period** or the **Discovery Period**, if exercised, and reported to the **Insurer** pursuant to the terms of this Policy.

II DEFINITIONS

Whenever appearing in this Policy, words and phrases appearing in **bold type** shall have the meanings set forth below. These Definitions apply to the singular and the plural of these terms as circumstances and context require.

Application means all signed application forms, including attachments and materials requested therein or submitted therewith, for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such application forms, attachments and materials are deemed attached to and incorporated into this Policy.

Benefits means perquisites, fringe benefits, deferred compensation, or payment (including insurance premiums) in connection with an employee benefit plan, and any other payment to or for the benefit of an **Employee** arising out of the employment relationship. **Benefits** shall not include salary, wages, commissions, or non-deferred cash incentive compensation.

Board Observer means any natural person who was, now is or shall be formally designated in writing as an observer at formal board meetings or committee meetings of the duly elected or appointed directors of the **Corporation**.

Board Observer Claim means any **Claim** first made against a **Board Observer** during the **Policy Period** or the **Discovery Period**, if exercised, for **Wrongful Acts** by an **Executive** of the **Corporation**; provided that such **Claim** is initially made and continuously maintained against such **Board Observer** and one or more **Executives** of the **Corporation**; provided further that any **Board Observer** must be represented by the same counsel as the **Executive** of the **Corporation** against whom such **Claim** is initially made and continuously maintained.

Breach of Employment Contract means any breach of any oral, written or implied employment contract or employment contractual obligation, including but not limited to any contract or contractual obligation arising out of any personnel manual, employee handbook, policy statement or other employment-related representation.

Claim means:

(i) a written demand against any **Insured** for monetary damages or non-monetary or injunctive relief, including any request to toll or waive the statute of limitations;

(ii) a civil, criminal, administrative, regulatory, mediation or arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by:

  (a) the issuance of a notice of action, statement of claim, writ of summons, complaint or similar pleading;
  (b) the laying of an information or the return of an indictment or similar legal document;
  (c) the filing of a statement of allegation, notice of charges or similar document; or
  (d) receipt of a notice to appoint an arbitrator or mediator, an arbitration or mediation petition or similar document;

(iii) a civil, criminal, administrative or regulatory investigation of any **Insured**, commenced by the service upon or other receipt by any **Insured** of a written notice, formal investigative order or subpoena from the investigating authority, identifying such **Insured** against whom a proceeding described in paragraph (ii) above may be commenced; or

(iv) an **Extradition Proceeding** commenced by the receipt by an **Insured** of a written request from any province, territory, state or country to extradite an **Insured Person** to any other province, territory, state or country.

A **Claim** shall be deemed to have been first made at the earliest date upon which written notice thereof, or a copy of the **Claim**, was personally received by any **Insured** or received by the **Corporation** by any means including personal delivery, facsimile transmission or email.

Complainant has the meaning as defined in Section 238 of the Canada Business Corporations Act, R.S.C. 1985, c. C-44, or similar provisions of any federal, provincial, territorial, state, or foreign business corporations statute.

Confidential Employment Information means any information regarding an **Employee** or **Outside Entity Employee**, collected or stored by the **Corporation** or **Outside Entity**, for the purpose of establishing, maintaining or terminating the employment relationship.

Corporation means:

(i) the **Parent Corporation**;
(ii) any **Subsidiary**; and
(iii) in the event of **Financial Impairment**, the resulting debtor-in-possession or equivalent status.

Crisis Management Expenses means reasonable costs, charges, fees and expenses incurred by the **Corporation**, with the prior written consent of the **Insurer**, for services provided by a lawyer or public relations consultant solely for the purposes of responding to a **Newsworthy Event** and averting or mitigating damage to and restoring the **Corporation's** reputation or brands.

Defence Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insurer** or **Corporation**) incurred solely in defending or investigating **Claims**, and the premium for appeal, attachment or similar bonds (but the **Insurer** shall be under no obligation to provide such bonds).

Derivative Suit means a lawsuit purportedly brought derivatively on behalf of a **Corporation** by a **Complainant** against an **Executive** of the **Corporation**.

Discovery Period means the period described in Section III, Discovery Period.

Domestic Partner means any natural person qualifying as a domestic partner under the provisions of any applicable federal, provincial, territorial, state or local law or under the provisions of any formal program established by the **Corporation**.

Employee means any natural person whose labour or service is both engaged and directed by the **Corporation**. This may include a full-time, part-time, seasonal or temporary employee in his or her capacity as such, but does not include an independent contractor.

Employment Discrimination means any violation of employment discrimination laws, including any failure or refusal to hire or promote an **Employee**, **Outside Entity Employee** or applicant for employment, any modification of any term of condition of employment, or any limitation, segregation or classification of any **Employee**, **Outside Entity Employee** or applicant for employment in any way that would deprive or tend to deprive such person of employment opportunities or otherwise affect his or her status as an **Employee** or **Outside Entity Employee** because of such person's race, colour, religion, age, sex, national origin, disability, pregnancy, HIV status, mental status, genetic information, marital or family status, sexual orientation or preference, military or veteran status, or other status that is protected pursuant to any applicable federal, provincial, territorial, state, local, or foreign statutory, civil or common law.

Employment Harassment means:

(i) sexual harassment, including any unwelcome sexual advances, requests for sexual favours, or other conduct of a sexual nature that is made a condition of employment with, is used as a basis for employment decisions by, interferes with performance at, or creates an intimidating, hostile or offensive working environment within, the **Corporation** or **Outside Entity**; or
(ii) workplace harassment (*i.e.* harassment of a non-sexual nature) that interferes with performance at, or creates an intimidating, hostile or offensive working environment within, the **Corporation** or **Outside Entity**.

Employment Practices Wrongful Act means any actual or alleged:

(i) **Breach of Employment Contract**;
(ii) **Employment Discrimination**;

(iii) **Employment Harassment**;
(iv) **Retaliation**;
(v) **Workplace Bullying**;
(vi) **Workplace Tort**;
(vii) **Wrongful Employment Decision**; or
(viii) **Wrongful Termination**,

of, or against, any past, present or prospective **Employee** or **Outside Entity Employee**.

Executive means any natural person who was, now is or shall be:

(i) a duly elected, appointed, deemed or "de facto" director, officer, trustee, member of the board of managers or member of any duly constituted committee; or
(ii) in-house General Counsel or Risk Manager (or equivalent position) of the **Corporation**.

Extradition Proceeding means any formal proceeding by which an **Insured Person** located in any province, territory, state or country is sought to be or is surrendered to any other province, territory, state or country for trial or otherwise to answer any criminal accusation.

Financial Impairment means the status of the **Corporation** resulting from: (i) the appointment by any federal, provincial, territorial or state official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Corporation**; (ii) the appointment of any agent, receiver and/or receiver and manager by a creditor exercising its rights pursuant to a written instrument; (iii) a reorganization proceeding relating to the **Corporation** that has been brought in Canada under the Companies' Creditors Arrangement Act, R.S.C. 1985, c.C-36, or similar federal, provincial, territorial or state legislation; or (iv) the **Corporation** becoming a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code.

Indemnified Loss means:

(i) **Loss** which the **Corporation** becomes legally obligated to pay as a result of **Claims** made against the **Corporation**; and
(ii) **Loss** for which the **Corporation** grants indemnification to any **Insured Person**,

provided that any **Employment Practices Wrongful Act Claim** shall not be considered **Indemnified Loss**.

Insured means any:

(i) **Insured Person**; or
(ii) **Corporation**.

Insured Person means any:

(i) natural person who was, now is or shall be an **Executive**, volunteer, or **Employee** of the **Corporation**; or
(ii) **Board Observer**, but solely for a **Board Observer Claim**.

Insurer means Trisura Guarantee Insurance Company.

Interrelated Wrongful Acts means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

Loss means:

(i) compensatory, moral, punitive, exemplary or multiplied damages, judgments (including pre-judgment and post-judgment interest), or settlements. The insurability of moral, punitive, exemplary or multiplied damages shall be governed by the law of any jurisdiction which has a substantial relationship to the **Insureds**, this Policy, or the **Claim** giving rise to such damages and which is favourable to the insurability of such damages;
(ii) civil fines, civil penalties or administrative monetary penalties levied against an **Insured Person**. The insurability of civil fines, civil penalties or administrative monetary penalties levied against an **Insured Person** shall be governed by the law of any jurisdiction which has a substantial relationship to such **Insured Person**, this Policy, or the **Claim** giving rise to such civil fines, civil penalties or administrative monetary penalties and which is favourable to the insurability of such civil fines, civil penalties or administrative monetary penalties;
(iii) amounts owing by any **Executives** of the **Corporation** pursuant to any Canadian federal, provincial or territorial legislation for which the **Executives** of the **Corporation** are statutorily liable in their capacity as such;

(iv) **Crisis Management Expenses**, solely under Section III - Corporate Brand Protection / Crisis Management Expenses of this Policy; and
(v) **Defence Costs**.

Loss shall not include:

(a) any fines or penalties levied against the **Corporation**;
(b) any criminal fines or criminal penalties levied against an **Insured Person**; or
(c) subject to (i) and (ii) above, matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed or by which the **Corporation** is governed.

Management Control means:

(i) owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the board of directors, board of trustees or equivalent governing body of a corporation;
(ii) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Corporation**, to elect, appoint or designate a majority of the board of directors, board of trustees or equivalent governing body of a corporation; or
(iii) the ability to control or direct the managerial decisions of a corporation.

Newsworthy Event means any actual or alleged negative publicity against the **Corporation**, that has been publicised through any media channel, including television, print media, radio or the world wide web, resulting from a **Claim** that is covered under this Policy.

Non-Indemnifiable Loss means **Loss** for which the **Corporation** fails or refuses to indemnify an **Insured**:

(i) because of **Financial Impairment**; or
(ii) because it is not permitted to indemnify pursuant to law or contract or the by-laws, charter, operating agreement or similar documents of the **Corporation**.

Non-Profit Corporation means any non-profit corporation, organization or charity that is incorporated under Part II of the Canada Corporations Act, R.S.C., 1970, c. C-32 or the Canada Not-for-profit Corporations Act, S.C. 2009, c. 23, or under similar provincial or territorial legislation or any foreign equivalent.

Outside Entity means:

(i) any **Non-Profit Corporation** other than the **Corporation**; or
(ii) any other corporation or organization listed as an **Outside Entity** in an endorsement to this Policy.

Outside Entity Employee means any natural person whose labour or service is both engaged and directed by the **Outside Entity**. This may include a volunteer, full-time, part-time, seasonal or temporary employee in his or her capacity as such, but does not include an independent contractor.

Outside Entity Executive means an **Insured Person** serving in the capacity as an **Executive** in any **Outside Entity**, but only during such time that such service is with the knowledge and consent of, at the direction or request of, or part of the duties regularly assigned to the **Insured Person** by, the **Corporation**.

Parent Corporation means the entity named in Item 1 of the Declarations.

Personal Injury Wrongful Act means any:

(i) false arrest, wrongful detention or imprisonment or malicious prosecution;
(ii) libel, slander, defamation of character, or publication of material in violation of a person's right of privacy; or
(iii) wrongful entry or eviction or other invasion of the right of privacy.

Policy Period means the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of termination of this Policy.

Pollutants means any substance, located anywhere in the world, exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by or pursuant to the Canadian Environmental Protection Act, 1999, c. 33, the United States of America Environmental Protection Agency, or any federal, provincial, territorial, state, county, municipal or local counterpart thereof. Such substances shall include, but are not limited to, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odour, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, lead or lead products, silica or silica products, mould of any type,

electric or magnetic or electromagnetic field and noise. Waste materials include materials to be recycled, reconditioned or reclaimed.

Publishers Liability Wrongful Act means any:

(i) infringement of copyright or trademark or unauthorized use of title; or
(ii) plagiarism or misappropriation of ideas.

Retaliation means retaliatory treatment against any **Employee** or **Outside Entity Employee** on account of such individual's:

(i) exercising his or her rights under law;
(ii) refusing to violate any law;
(iii) opposing any unlawful practice;
(iv) disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or
(v) having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law by any **Insured**.

Social Media means the internet and mobile based tools for sharing and discussing information, including but not limited to Facebook, YouTube, MySpace, LinkedIn, Twitter, Google+, Vimeo, and any other similar media applications.

Subsidiary means any **Non-Profit Corporation** in which the **Parent Corporation** has or had **Management Control**, either directly or indirectly through one or more other **Subsidiaries**:

(i) on or before the inception date of this Policy;
(ii) after the inception date of this Policy by reason of being created or acquired by the **Parent Corporation** after such date, and whose assets do not exceed 50% of the consolidated assets of the **Corporation** as of the inception date of this Policy; or
(iii) after the inception date of this Policy by reason of being created or acquired by the **Parent Corporation** after such date, and whose assets exceed 50% of the consolidated assets of the **Corporation** as of the inception date of this Policy, but only: (i) for a period of 90 days from the date upon which it became a **Subsidiary**; or (ii) until the end of the **Policy Period**, whichever occurs first (referred to as the Auto-Subsidiary Period).

The **Insurer** shall extend coverage to the **Insureds** of any **Subsidiary** described in (iii) above beyond its respective Auto-Subsidiary Period if during such Auto-Subsidiary Period:

(i) written notice of the acquisition or creation of such **Subsidiary** is given to the **Insurer** by the **Parent Corporation**;
(ii) the **Parent Corporation** provides the **Insurer** with such information in connection therewith as the **Insurer** may deem necessary;
(iii) the **Parent Corporation** accepts any special terms, conditions, exclusions or additional premium charge as may be required by the **Insurer**; and
(iv) the **Insurer**, at its sole discretion, agrees to provide such coverage and confirms such agreement in writing.

A **Non-Profit Corporation** becomes a **Subsidiary** when the **Parent Corporation** acquires **Management Control** of such **Subsidiary**, either directly or indirectly through one or more other **Subsidiaries**. A **Non-Profit Corporation** ceases to be a **Subsidiary** when the **Parent Corporation** ceases to have **Management Control** of such **Subsidiary**, either directly or indirectly through one or more other **Subsidiaries**.

In all events, coverage as is afforded under this Policy with respect to any **Claim** made against any **Insureds** of any **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective date upon which the **Parent Corporation** acquired **Management Control** of such **Subsidiary** and prior to the date upon which the **Parent Corporation** ceased to have **Management Control** of such **Subsidiary**.

Third Party means any natural person who is a customer, patient, vendor, service provider or other business invitee of the **Corporation**.

Third Party Wrongful Act means:

(i) discrimination against a **Third Party** based on such **Third Party's** race, colour, religion, age, sex, national origin, disability, pregnancy, HIV status, mental status, genetic information, marital or family status, sexual orientation or preference, military or veteran status, or other status that is protected pursuant to any applicable federal, provincial, territorial, state, local, or foreign statutory, civil or common law;
(ii) sexual harassment, including unwelcome sexual advances, requests for sexual favours or other conduct of a sexual nature, against a **Third Party**; or

(iii) unlawful harassment of a non-sexual nature against a **Third Party**.

Unauthorized Access of Employee Information means:

(i) the failure to prevent unauthorized access to, or the unauthorized use of, **Confidential Employment Information**; or
(ii) the failure to notify an **Employee** or **Outside Entity Employee** of any actual or potential unauthorized access to, or the use of, such **Employee's Confidential Employment Information**, if such notification is required by any federal, provincial, territorial, state, local, or foreign statutory, civil or common law.

Workplace Bullying means verbal, written or visual intimidation or threats by an **Insured** while acting solely within the course and scope of employment with the **Corporation** or **Outside Entity**, including but not limited to the use of **Social Media** to intimidate or threaten.

Workplace Tort means:

(i) any employment-related defamation, libel, slander, humiliation, invasion of privacy (including **Unauthorized Access of Employee Information**); or
(ii) any of the following:

(a) employment-related negligent evaluation;
(b) employment-related wrongful discipline;
(c) employment-related negligent retention;
(d) employment-related negligent supervision;
(e) employment-related negligent hiring;
(f) employment-related negligent training;
(g) employment-related negligent or intentional misrepresentation;
(h) employment-related wrongful infliction of emotional distress or mental anguish; or
(i) failure to provide or consistently enforce employment-related corporate policies and procedures,

but only when alleged as part of a **Claim** for any actual or alleged **Breach of Employment Contract**, **Employment Discrimination**, **Employment Harassment**, **Retaliation**, **Workplace Bullying**, **Wrongful Employment Decision**, **Wrongful Termination** or act set forth in (i) above.

Wrongful Act means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by:

(i) any **Insured Person** while acting in his or her capacity as such, or any other matter claimed against them solely by reason of his or her capacity as such;
(ii) any **Outside Entity Executive**; or
(iii) the **Corporation**,

including, but not limited to:

(a) any **Employment Practices Wrongful Act**;
(b) any **Third Party Wrongful Act**;
(c) any **Personal Injury Wrongful Act**; or
(d) any **Publishers Liability Wrongful Act**.

Wrongful Employment Decision means any wrongful demotion, denial of tenure, or failure or refusal to promote.

Wrongful Termination means any wrongful termination, dismissal, or discharge of employment, including constructive termination, dismissal or discharge. **Wrongful Termination** does not include **Breach of Employment Contract**.

III EXTENSIONS

Estates and Legal Representatives

This Policy shall cover **Loss** arising from any **Claims** made against the estates, heirs, legal representatives or assigns of **Insured Persons** who are deceased or against the legal representatives or assigns of **Insured Persons** who are incompetent, insolvent or bankrupt to the extent that in the absence of such death, incompetency, insolvency or bankruptcy, such **Claims** would have been covered by this Policy.

Spousal and Domestic Partner Liability

This Policy shall cover **Loss** arising from any **Claims** made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or **Domestic Partner** of an **Insured Person** for all **Claims** arising solely out of his or her status as the spouse or **Domestic Partner** of such **Insured Person**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the **Insured Person** and the spouse or **Domestic Partner**, or property transferred from the **Insured Person** to the spouse or **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the spouse or **Domestic Partner**, but shall apply only to **Claims** arising out of any actual or alleged **Wrongful Acts** of an **Insured Person** and shall be subject to the Policy's terms, conditions and exclusions.

Discovery Period

If the **Parent Corporation** shall cancel, or the **Parent Corporation** or the **Insurer** shall refuse to renew, this Policy, the **Parent Corporation** shall have the right, upon payment of the additional premium calculated at that percentage set forth in Item 6(A) of the Declarations of the total annual premium for this Policy, to an extension of the coverage granted by this Policy for the period of time set forth in Item 6(B) of the Declarations following the effective date of such cancellation or non-renewal, but only for any **Wrongful Act** committed prior to the effective date of such cancellation or non-renewal. The rights contained in this paragraph shall terminate unless written notice of such election, together with payment of the additional premium due, is received by the **Insurer** within 30 days following the effective date of cancellation or non-renewal.

In the event of a Transaction, as described in paragraph (F) of Section X, the **Parent Corporation** shall have the right, within 30 days before the end of the **Policy Period**, to request an offer from the **Insurer** of a **Discovery Period** (with respect to **Wrongful Acts** occurring prior to the effective time of the Transaction) for a period of up to 6 years or for such longer period as the **Parent Corporation** may request. The **Insurer** shall offer such **Discovery Period** on such terms, conditions and premium as the **Insurer** may in its sole discretion decide. In the event of a Transaction, the right to a **Discovery Period** shall not otherwise exist except as indicated in this paragraph.

This extension and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. The entire premium for the **Discovery Period** shall be fully earned at the inception of the **Discovery Period**. This extension, once effected, is not cancellable. The **Discovery Period**, if exercised, shall form part of the **Policy Period** and shall not increase the Limit of Liability of the **Insurer** for the **Policy Period**.

Excess Directors or Officers Insurance

The **Insurer** shall pay up to the Excess Directors or Officers Insurance Limit of Liability stated in Item 4(A) of the Declarations, in addition to, and not as part of, the Policy Limit of Liability each **Policy Period**, on behalf of the **Executives** of the **Corporation** all **Loss** they are legally obligated to pay on account of any **Claim** for a **Wrongful Act** first made against them during the **Policy Period** or the **Discovery Period**, if exercised, except when and to the extent that the **Corporation** has indemnified such **Executives** of the **Corporation**.

This extension of coverage shall be specifically excess of any insurance available to the **Executives** of the **Corporation** that is specifically stated to be in excess of this Policy and such excess insurance must be completely exhausted by payment of **Loss** or other sums covered thereunder before the **Insurer** shall have any obligation to make any payment for **Loss** under this extension of coverage.

Corporate Brand Protection / Crisis Management Expenses

The **Insurer** shall pay on behalf of the **Corporation** all **Crisis Management Expenses** incurred by the **Corporation**, up to the Corporate Brand Protection / Crisis Management Expenses Coverage Limit of Liability stated in Item 4(C) of the Declarations, in addition to, and not as part of, the Policy Limit of Liability each **Policy Period**, to avert or mitigate damage to any of the **Corporation's** brands and/or reputation caused by a **Newsworthy Event** first occurring and reported to the **Insurer** during the **Policy Period**.

IV EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured**:

(1) based upon, arising out of, or attributable to any litigation, proceeding or civil, criminal, administrative or regulatory investigation of which any **Insured** had notice and which was commenced prior to, or which was pending as of, the inception date of the first policy purchased by the **Corporation** providing coverage of a similar

nature to that afforded by this Policy and which has continued through renewal or reinstatement on an uninterrupted basis since its inception, or which arises from matters substantially the same as alleged or established in such litigation, proceeding or civil, criminal, administrative or regulatory investigation;

(2) based upon, arising out of, or attributable to any fact, circumstance or situation which has been the subject of any notice given under any policy of which this Policy is a direct or indirect renewal or replacement;

(3) based upon, arising out of, or attributable to the gaining of any profit, remuneration or advantage to which a final non-appealable adjudication in the underlying **Claim** establishes such **Insured** was not legally entitled;

(4) based upon, arising out of, or attributable to the **Insured** committing any deliberate criminal or deliberate fraudulent or dishonest act, if any final non-appealable adjudication adverse to such **Insured** in the underlying **Claim** establishes that such deliberate criminal or deliberate fraudulent or dishonest act was committed;

(5) based upon, arising out of, or attributable to the rendering of, or failure to render, any professional services to a third party, either gratuitously or for a fee;

(6) for bodily injury, sickness, mental anguish, emotional distress, humiliation, damage to reputation, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof. However, this exclusion shall not apply to:

(i) any **Claim** for an **Employment Practices Wrongful Act** or **Third Party Wrongful Act** in respect of mental anguish, emotional distress, humiliation or damage to reputation; or

(ii) **Defence Costs**:

(a) on account of any criminal proceeding against any **Insured** on account of any **Claim** which is pursuant to section 217.1 of the Criminal Code, R.S.C. 1985, c. C-46 (as amended by Bill C-45); or

(b) for a **Claim** against any **Insured** which is brought pursuant to the Ontario Occupational Health and Safety Act (*Violence and Harassment in the Workplace*), 2009,

or pursuant to similar provisions of any federal, provincial, territorial, state, or foreign legislation.

(7) which is brought by or on behalf of the **Corporation** against any **Insured**, or by any **Outside Entity** against any **Outside Entity Executive**. However, this exclusion shall not apply to any **Claim**:

(i) that is a **Derivative Suit**, if such action is brought and maintained independently of, and without the solicitation, assistance, participation or intervention of any **Corporation**, any affiliate of the **Corporation**, any **Outside Entity**, or any **Executive** or **Employee** of the foregoing, except for any solicitation, assistance, participation or intervention for which an applicable federal, provincial, territorial, state, local, or foreign law affords “whistleblower” protection to any such **Executive** or **Employee**; or

(ii) in the event of **Financial Impairment** of a **Corporation**, brought or maintained by a trustee in bankruptcy or an interim receiver of such **Corporation** appointed pursuant to the provisions of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, a liquidator of such **Corporation** appointed pursuant to the provisions of the Winding-up and Restructuring Act, R.S.C. 1985, c.W-11, by a receiver or receiver and manager of such **Corporation** appointed pursuant to the Courts of Justice Act, R.S.O. 1990, c.C.43, or by any similar official appointed or named pursuant to similar federal, provincial, territorial, state, or foreign legislation;

(8) for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Pension Benefits Standards Act, R.S.C. 1985, c. 32 (2nd Supp.), the Pension Benefits Act, R.S.O. 1990, c. P.8, the Employee Retirement Income Security Act of 1974 of the United States of America, or any similar federal, provincial, territorial, state or local statutory, civil or common law;

(9) based upon, arising out of, or attributable to any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear or radioactive material;

(10) based upon, arising out of, or attributable to:

(i) the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants** into, in or on real or personal property, water or the atmosphere; or

(ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.

However, this exclusion shall not apply to:

(a) **Non-Indemnifiable Loss** which is on account of any **Claim** brought by any security holder of the **Corporation** in his or her capacity as such, whether in his or her own right or on behalf of the **Corporation**, provided that such **Claim** is brought and maintained independently of, and without the solicitation, assistance, participation or intervention of any **Insured**, the **Corporation** or any affiliate of the **Corporation**; or

(b) **Defence Costs** incurred with respect to **Non-Indemnifiable Loss** which are on account of any **Claim** first commenced and conducted within the territorial limits and jurisdiction of Canada, subject to the limit of liability for any and all such **Claims** up to the Pollution Defence Costs Coverage Limit stated in Item 4(B) of the Declarations each **Policy Period**, which amount shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations;

(11) based upon, arising out of, or attributable to any actual or alleged breach of any oral, written or implied contract or agreement, or for liabilities of others assumed by the **Insured** under any such contract or agreement. However, this exclusion shall not apply to:

(i) the extent the **Insured** would have been liable in the absence of such contract or agreement; or
(ii) **Defence Costs** based upon, arising out of, or attributable to an **Employment Practices Wrongful Act**; or

(12) for:

(i) salary, wages, commissions, or other monetary payments which constitute severance payments, payments pursuant to a notice period, or payments in lieu of reinstatement, sought in any **Claim** for an **Employment Practices Wrongful Act**, to which an **Employee** is entitled by virtue of statute or common or civil law;
(ii) **Benefits** due, or to become due, or the equivalent value of such **Benefits**; or
(iii) the cost of complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief, including the cost of:

(a) instituting or conducting any corporate policy, procedure, program or training;
(b) making physical changes, modifications, alterations or improvements as part of an accommodation of any disabled person; or
(c) employment reinstatement or continued employment,

However, this exclusion shall not apply to **Defence Costs**.

SEVERABILITY OF EXCLUSIONS: With respect to the exclusions of this Policy, the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person** to determine if coverage is available. Any **Wrongful Acts** of any chief executive officer, chief financial officer or in-house General Counsel (or equivalent positions) of a **Corporation** shall be imputed to that **Corporation** to determine if coverage is available.

V LIMIT OF LIABILITY AND PRIORITY OF PAYMENTS

(A) The Limit of Liability stated in Item 3 of the Declarations is the maximum aggregate liability of the **Insurer** for all **Loss** with respect to all **Claims** first made against the **Insureds** in each **Policy Period**, including the **Discovery Period**, if exercised.

(B) **Defence Costs** shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations, and payment of **Defence Costs** by the **Insurer** shall reduce, and may exhaust, such Limit of Liability, except where prohibited by the laws of the province of Quebec.

(C) All obligations of the **Insurer** arising from this Policy shall terminate if the Limit of Liability stated in Item 3 of the Declarations has been exhausted by payment of **Loss** in respect of a **Claim**, or aggregation of **Claims** covered under this Policy.

(D) All **Claims** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to have been first made on the date the earliest of such **Claims** was first made against any **Insured**, regardless of whether such date was before or during the **Policy Period**.

(E) Excess Directors or Officers Coverage Limit of Liability: The maximum aggregate liability of the **Insurer** for all **Loss** with respect to the coverage provided under Section III, Excess Directors or Officers Insurance, shall be the amount stated in Item 4(A) of the Declarations as the Excess Directors or Officers Coverage Limit of Liability, which amount shall be in addition to, and not part of, the Policy Limit of Liability.

(F) Pollution Defence Costs Coverage Limit of Liability: The maximum aggregate liability of the **Insurer** for all **Defence Costs** with respect to the coverage provided under Section IV, paragraph (10)(b), shall be the amount stated in Item 4(B) of the Declarations as the Pollution Defence Costs Coverage Limit of Liability, which amount shall be part of, and not in addition to, the Policy Limit of Liability.

(G) Corporate Brand Protection / Crisis Management Expenses Coverage Limit of Liability: The maximum aggregate liability of the **Insurer** for all **Crisis Management Expenses** incurred by the **Corporation** to avert or mitigate damage to any of the **Corporation's** brands and/or reputation as a result of a **Newsworthy Event** shall be the amount stated in Item 4(C) of the Declarations as the Corporate Brand Protection / Crisis Management Expenses Coverage Limit of Liability, which amount shall be in addition to, and not part of, the Policy Limit of Liability.

(H) In the event of **Loss** arising from any **Claims** for which payment is due under the provisions of this Policy, which in the aggregate exceeds the available or remaining available Limit of Liability of this Policy, payment of such **Loss** shall be made under this Policy:

(i) first to satisfy **Loss**, if any, which is **Non-Indemnified Loss**; then
(ii) only to the extent, if any, that there is a remaining amount of the Limit of Liability available after the payment of **Loss** pursuant to paragraph (H)(i) above, to pay **Loss**, if any, which is **Indemnified Loss**.

Upon the written request of the **Parent Corporation**, the **Insurer** shall hold back any payment which would otherwise be made under paragraph (H)(ii) above. Any such payment withheld by the **Insurer** shall, upon further written request of the **Parent Corporation** to the **Insurer**, be paid by the **Insurer**:

(i) to the **Parent Corporation**, but only if the request for such payment is made within one year of the final resolution of any **Claims** addressed in paragraph (H) above; or
(ii) to or for the benefit of the **Insured**, but only in the event that the **Insured** becomes legally obligated to pay **Loss** which is **Non-Indemnified Loss** under this Policy which arises from any new **Claims**, not previously addressed in paragraph (H) above.

VI DEDUCTIBLE

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Deductible stated in Item 5 of the Declarations. Such Deductible shall be eroded (or exhausted) only by the **Insured's** payment of **Loss** otherwise covered under this Policy, and shall be borne by the **Insureds** uninsured and at their own risk. The **Insurer** shall have no obligation whatsoever, either to the **Insureds** or any other person or entity, to pay all or any portion of the applicable Deductible on behalf of any **Insured**. The **Insurer** shall, however, at its sole discretion, have the right and option to do so, in which event the I**nsureds** shall repay the **Insurer** any amounts so paid. A single Deductible amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Interrelated Wrongful Acts**.

With respect to **Claims** insured by this Policy which give rise to legal proceedings against the **Insured** in the Province of Quebec, the **Deductible** shall only be applicable to **Loss**, excluding **Defence Costs**, and shall not be applied by the **Insurer** to **Defence Costs**.

VII DEFENCE AND SETTLEMENT

(A) The **Insurer** shall have the right and the duty to defend, with respect to such insurance as is afforded by this Policy, any **Claim** made against the **Insureds**, even if such **Claim** is groundless, false or fraudulent. However, the **Insurer** shall not be obligated to defend or to continue to defend any **Claim** after the Limit of Liability under this Policy has been exhausted by payment of **Loss**, including **Defence Costs**.

(B) The **Insureds** agree not to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without the **Insurer's** written consent, which shall not be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Defence Costs**, assumed obligation or admission to which it has not consented.

Notwithstanding the above, the **Insureds** may settle any **Claim** without prior written consent from the **Insurer**, provided that: (i) the total amount of **Loss**, including **Defence Costs**, is less than the remaining Deductible; and (ii) such settlement fully resolves the **Claim** with respect to all **Insureds** and the **Insurer**.

The **Insurer** may make any settlement of any **Claim** it deems expedient subject to the written consent of the involved **Insureds**. If any such **Insured** withholds consent to such settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed:

(i) the amount for which the **Insurer** could have settled such **Claim** plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer**; plus
(ii) 75% of any **Loss** in excess of the amount in clause (i) above, incurred in connection with such **Claim**,

provided that the Limit of Liability of the **Insurer** for such **Claim** shall not exceed the remaining applicable Limit of Liability.

VIII ALLOCATION

If, in any **Claim**, the **Insured** incurs both **Loss** that is covered under this Policy and loss that is not covered, either because such **Claim** made against the **Insured** includes both covered and uncovered matters, or because a **Claim** is made against both the **Insureds** and others not included within the definition of **Insured**, the **Insureds** and the **Insurer** shall allocate such amounts as follows:

(a) all **Defence Costs**, calculated at the percentage set forth as the Allocation Percentage stated in Item 7 of the Declarations, shall be allocated to covered **Loss** and shall be advanced by the **Insurer** on a current basis;
(b) with respect to **Loss** other than **Defence Costs**, the **Insureds** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of all such amounts, taking into account the relative legal and financial exposures of the parties to the **Claim**. The **Insurer** shall not be liable for the portion of such amount allocated to non-covered loss. If the **Insured** and the **Insurer** cannot agree on an allocation, no presumption as to the allocation shall exist in any arbitration, suit or other proceeding, and the **Insurer** shall advance pursuant to the provisions of this Policy on a current basis **Loss** which the **Insurer** believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined.

IX NOTICE OF CLAIM

(A) The **Insureds** shall, as a condition precedent to their rights under this Policy, give written notice to the **Insurer** of a **Claim** as soon as practicable after the natural person designated in Item 8 of the Declarations first becomes aware of such **Claim**, but in no event later than 90 days after expiration of the **Policy Period** or **Discovery Period**, if exercised, in which the **Claim** was first made.

(B) If during the **Policy Period** or **Discovery Period**, if exercised, the **Insureds** first become aware of any facts or circumstances which may reasonably be expected to give rise to a **Claim** and during such period give written notice to the **Insurer** of the facts or circumstances and the reasons for anticipating such a **Claim**, with full particulars as to dates, events, persons and entities involved, then any **Claim** which is subsequently made against the **Insureds** and reported to the **Insurer** alleging, based upon, arising out of, or attributable to such facts or circumstances, or alleging any **Interrelated Wrongful Acts**, shall, for the purposes of this Policy, be treated as a **Claim** made during the **Policy Period** or **Discovery Period**, if exercised, in which such notice was given.

(C) Any notice shall be deemed to have been given and received on the day and at the time it is so received by the **Insurer** at the following address:

Corporate Risk Claims Department
Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario M5H 2R2

Fax: (416) 214-9597
Email: claims@trisura.com

X GENERAL CONDITIONS

(A) Policy Territory: This Policy applies to **Wrongful Acts** committed by the **Insured**, or to **Claims** brought, anywhere in the world.

(B) Indemnification: If the **Corporation** fails or refuses to indemnify an **Insured Person** for **Loss**, other than **Non-Indemnifiable Loss**, or to advance **Defence Costs** to the fullest extent permitted by law, then any payment by the **Insurer** of such **Loss** or such **Defence Costs** shall be subject to the Deductible stated in Item 5(B) of the Declarations applicable to **Indemnified Loss**. However, if the **Corporation**:

(i) refuses (other than for reason of **Financial Impairment**) to indemnify an **Insured Person** for **Loss**, or refuses to advance **Defence Costs** on behalf of such **Insured Person** based on statutory, common or contract law, and the **Insured Person** contests, in writing, such refusal; or
(ii) fails to respond within 60 days to an **Insured Person's** written request for indemnification or for a statutory, common law or contractual basis for the **Corporation's** refusal to indemnify or advance **Defence Costs**, thus constituting a refusal to indemnify,

then, subject to the provisions of Section VII of this Policy, the **Insurer** shall advance **Defence Costs**, without application of the Deductible, to the **Insured Person** from the date the **Defence Costs** were first incurred and reported to the **Insurer**. Any **Defence Costs** advanced in accordance with this provision shall be advanced only until the **Insured Person's** request for indemnification is resolved, by any means, and in the event the refusal to indemnify is determined to be invalid, any advanced **Defence Costs** within the Deductible shall be repaid to the **Insurer** by the **Corporation** directly or on behalf of the **Insured Person**.

This Policy has been issued to the **Parent Corporation** with the understanding and agreement that each **Corporation** agrees to fulfill its indemnification obligations, if any, to the **Insured Persons**, and if the **Insurer** pays, as **Loss**, any indemnification owed to any **Insured Person** by the **Corporation**, the **Insurer** does not waive or compromise any of its rights to recover such **Loss** from such **Corporation**.

For purposes of determining a **Corporation's** indemnification obligation to any **Board Observer**, each **Board Observer** shall be deemed an **Executive** of the **Corporation**. Accordingly, the **Corporation** shall be deemed to have granted such indemnification to each **Board Observer** to the fullest extent permitted by law to the same extent as any **Executive** of the **Corporation**.

(C) Representations and Severability Clause: In granting coverage under this Policy, it is agreed that the **Insurer** has relied upon the statements and representations contained in the **Application** for this Policy, a copy of which is deemed attached hereto, as being true, accurate and complete. All such statements and representations are the basis of this Policy and are to be considered as incorporated into this Policy. With respect to such statements and representations, no knowledge or information possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purposes of determining if coverage is available in favour of such **Insured Person**, and only knowledge or information possessed by any past, present or future director, officer or trustee of the **Corporation**, shall be imputed to such **Corporation** for the purpose of determining if coverage is available in favour of the **Corporation**.

(D) Cooperation and Subrogation: In the event of a **Claim**, the **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation that the **Insurer** reasonably requests, and will do nothing that may prejudice the **Insurer's** position or potential or actual rights of recovery. In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds**' rights of recovery against any person or organization to the extent of such payment and the **Insureds** shall execute all papers required and do everything that may be necessary to secure such rights. In no event, however, shall the **Insurer** subrogate against any **Insured Person** under this Policy, unless such **Insured Person** has been convicted of a criminal act, or been determined by any final non-appealable adjudication in an underlying **Claim** to have committed a fraudulent or dishonest act, or determined by any final non-appealable adjudication in an underlying **Claim** to have obtained any profit or advantage to which such **Insured Person** was not legally entitled.

(E) Recoveries: Any recovery (after payment of expenses incurred to obtain such recovery), whether effected by the **Insurer** or by the **Insured**, shall be applied (i) first to the satisfaction of the **Insured's** loss which would otherwise have been paid by the **Insurer** but for the fact that it is in excess of the Limit of Liability stated in Item 3 of the Declarations, (ii) second to reimburse the **Insurer** to reduce the **Loss** ultimately borne by the **Insurer** to what it would have been had the recovery preceded any payment of such **Loss** by the **Insurer**, and (iii) third to reimburse the **Insured** in satisfaction of the applicable Deductible stated in Item 5 of the Declarations.

The obligations of the **Insureds** under this subsection will survive the termination or expiry of this Policy.

(F) Reorganization: If, during the **Policy Period**:

(i) the **Parent Corporation** shall consolidate with or merge into another entity such that the **Parent Corporation** is not the surviving entity; or
(ii) any person or entity, or group of persons or entities acting in concert, shall acquire **Management Control** of the **Parent Corporation**,

(either of the above events herein referred to as the "Transaction"),

coverage under this Policy shall continue until termination of this Policy, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted, by the **Insureds** prior to the effective date of the **Transaction**.

The **Parent Corporation** or any **Insured** shall give written notice to the **Insurer** of the **Transaction** as soon as practicable, but in no event later than 30 days after the effective date of the **Transaction**. The full annual premium for the **Policy Period** shall be deemed fully earned immediately upon the occurrence of the **Transaction** and the Policy may not be terminated by the **Parent Corporation**. The **Parent Corporation** shall also have the right to request an offer from the **Insurer** of a **Discovery Period**.

(G) Termination of Policy: This Policy shall terminate at the earliest of the following times:

(i) upon receipt by the **Insurer** of a written notice of termination from the **Parent Corporation**; provided that this Policy may not be terminated by the **Parent Corporation** after the effective date of a Transaction;
(ii) upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations of this Policy;
(iii) 20 days after receipt by the **Parent Corporation** of the **Insurer's** notice of cancellation due to non-payment of premium; or
(iv) at such other time as may be agreed upon by the **Insurer** and the **Parent Corporation**.

If the Policy is terminated in accordance with item (i) above, the **Insurer** shall refund to the **Parent Corporation** the unearned premium computed at the customary short rate. If the Policy is terminated in accordance with item (iii) above, the refund shall be computed pro rata, and the **Insurer** shall have the right to require payment by the **Parent Corporation** of the premium amount for the portion of the **Policy Period** during which the Policy was in effect.

The refund or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of termination, but such payment shall be made as soon as practicable.

(H) Action Against Insurer: No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms and conditions of this Policy, nor until the amount of the **Insureds'** obligation to pay shall have been finally determined: (a) by judgment against the **Insureds** after actual trial; or (b) by written agreement of the **Insureds**, the claimant and the **Insurer**.

No person or entity shall have any right under this Policy to join the **Insurer** as a party to any action against the **Insured** to determine the liability of the **Insured**, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives.

(I) Bankruptcy or Insolvency : Bankruptcy or insolvency of the **Corporation**, or of any of the **Insureds** or their estates, shall not relieve the **Insurer** of any of its obligations hereunder.

(J) Other Insurance: This Policy shall apply only as excess over, and shall not contribute with, any other valid and collectible insurance available to any **Insured**, including but not limited to any insurance under which there is a duty to defend the **Insured**, a duty to pay on behalf of the **Insured**, or a duty to advance **Defence Costs** to or on behalf of the **Insured**, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy Number of this Policy. This Policy will not be subject to the terms of any other insurance.

In the event of a **Claim** against an **Insured Person** arising out of his or her service as an **Outside Entity Executive**, coverage as is afforded by this Policy shall be specifically excess of any: (i) indemnification provided by such **Outside Entity**; and (ii) any other insurance provided to such **Outside Entity**, regardless of whether such other insurance provides for a duty to defend the **Insured Person**, a duty to pay on behalf of the **Insured Person**, or a duty to advance **Defence Costs** to or on behalf of the **Insured Person**.

In the event that other insurance is provided to the **Outside Entity** by the **Insurer** (or would be provided but for the application of the retention amount, exhaustion of the limit of liability or failure to submit a notice of a **Claim**), the **Insurer's** maximum aggregate limit of liability for all **Loss** combined in connection with a **Claim** covered, in part or in whole, by this Policy and such other insurance policy, shall not exceed the greater of the Limit of Liability of this Policy or the limit of liability of such other insurance policy.

(K) Non-Renewal: If the **Insurer** decides not to offer renewal terms for this Policy, the **Insurer** shall provide written notice to the **Parent Corporation** at least 60 days prior to the Policy expiration date.

(L) Valuation and Currency: Except as otherwise provided in this Policy, all premiums, limits, Deductibles, **Loss** and any other amounts referred to in this Policy are expressed and payable in the currency of Canada. If judgment is rendered, settlement is agreed upon or another element of **Loss** under this Policy is incurred in a currency other than Canadian dollars, payment under this Policy shall be made in Canadian dollars at the noon rate of exchange set by the Bank of Canada on the date upon which the final judgment is entered, the amount of the settlement is agreed upon or the other element of **Loss** is due, respectively.

(M) Assignment: This Policy and any and all rights hereunder are not assignable without the prior written consent of the **Insurer**, which consent shall be in the sole and absolute discretion of the **Insurer**.

(N) Changes: Notice to any agent, broker or representative or knowledge possessed by any agent, broker, representative or any other persons shall not effect a waiver or change in any part of this Policy or estop the **Insurer** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued by the **Insurer** to form a part of this Policy.

(O) Non-Rescindability: The coverage provided under this Policy shall be non-rescindable by the **Insurer**.

(P) Notices: All notices, other than Notice of Claim, shall be given in writing addressed to:

Corporate Risk Department
Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario M5H 2R2

Fax: (416) 214-9597

XI QUEBEC

With respect to the Province of Quebec only, it is the express wish of all parties that this Policy and any related documents be drawn up in English. Il est de la volonté expresse des parties aux présentes que cette police et tous les documents qui s'y rattachent soient rédigés en anglais.

XII AUTHORIZATION CLAUSE

It is agreed that the **Parent Corporation** shall act on behalf of its **Subsidiaries** and all **Insureds** with respect to the giving and receiving of any notice provided for in this Policy (subject to any **Insured's** rights under Section III, Discovery Period and Section IX), the payment of premiums (subject to any **Insured's** rights under Section III, Discovery Period), the receiving of any return premiums that may become due under this Policy, and the negotiation, agreement to and acceptance of any endorsement to this Policy.

IN WITNESS WHEREOF, THE INSURER HAS CAUSED THIS POLICY TO BE EXECUTED ON THE DECLARATIONS PAGE

TRISURA®

BROAD BI/PD EXCLUSION

Endorsement No.: 1 Effective Date Of Endorsement: August 26, 2022
Policy No.: CDO1003181

Issued To: The Owners, Sonoma Pines Homeowners Management Ltd.

In consideration of the premium charged, it is hereby understood and agreed that the following replaces paragraph (6) of Section IV of this Policy:

(6) based upon, arising out of, or attributable to bodily injury, sickness, mental anguish, emotional distress, humiliation, damage to reputation, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof.

All other terms and conditions remain unchanged.

Authorized Representative

TRISURA®

DEFENCE COSTS OUTSIDE THE LIMIT OF LIABILITY EXTENSION - UNLIMITED

Endorsement No.: 2 Effective Date Of Endorsement: August 26, 2022
Policy No.: CDO1003181

Issued To: The Owners, Sonoma Pines Homeowners Management Ltd.

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall pay **Defence Costs** in addition to the Limit of Liability for any **Claim** under this Policy.

All other terms and conditions remain unchanged.

Authorized Representative

TRISURA®

DELETION OF HAMMER CLAUSE

Endorsement No.: 3 Effective Date Of Endorsement: August 26, 2022
Policy No.: CDO1003181

Issued To: The Owners, Sonoma Pines Homeowners Management Ltd.

In consideration of the premium charged, it is hereby understood and agreed that the following replaces subsection (B) of Section VII of this Policy:

(B) The **Insureds** agree not to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without the **Insurer's** written consent, which shall not be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Defence Costs**, assumed obligation or admission to which it has not consented.

Notwithstanding the above, the **Insureds** may settle any **Claim** without prior written consent from the **Insurer**, provided that: (i) the total amount of **Loss**, including **Defence Costs**, is less than the remaining Deductible; and (ii) such settlement fully resolves the **Claim** with respect to all **Insureds** and the **Insurer**.

The **Insurer** may make any settlement of any **Claim** it deems expedient subject to the written consent of the involved **Insureds**.

All other terms and conditions remain unchanged.

Authorized Representative

FIDUCIARY LIABILITY (Canada)

Endorsement No.: 4 Effective Date Of Endorsement: August 26, 2022
Policy No.: CDO1003181

Issued To: The Owners, Sonoma Pines Homeowners Management Ltd.

In consideration of the premium charged, it is hereby understood and agreed that, for the purpose of the coverage provided by this endorsement only, the **Insurer** shall pay on behalf of the **Insureds** all **Loss** they are legally obligated to pay on account of any **Claim** for any **Fiduciary Wrongful Act**, first made against them during the **Policy Period** or the **Discovery Period**, if exercised, and reported to the **Insurer** pursuant to the terms of this **Policy**.

It is further understood and agreed that, for the purpose of the coverage provided by this endorsement only, this Policy is amended as follows:

A. The following definitions are inserted in Section II of this Policy:

Administration means:

(i) counselling **Employees**, beneficiaries or **Benefit Program** participants with respect to any **Benefit Program**;
(ii) providing interpretations with respect to any **Benefit Program**;
(iii) handling records in connection with any **Benefit Program**; or
(iv) enrolling, terminating or cancelling **Employees**, beneficiaries or **Benefit Program** participants under any **Benefit Program**.

Benefit Program means:

(i) any **Sponsored Plan**; and
(ii) any **Insured Plan**,

established before or after the inception of this Policy.

Fiduciary Wrongful Act means:

(i) any actual or alleged breach of the responsibilities, obligations or duties imposed upon any **Insured** in its capacity as a fiduciary of a **Benefit Program** by the Pension Benefits Standards Act, R.S.C. 1985, c. 32 (2nd Supp.) or the Employee Retirement Income Security Act of 1974 of the United States of America, or by similar federal, provincial, territorial, state, local, or foreign statutory, civil or common law;
(ii) any actual or alleged negligent act, error or omission of the **Insured** in the **Administration** of a **Benefit Program**; or
(iii) any other matter claimed against an **Insured** solely because of the **Insured's** status as a fiduciary of a **Benefit Program**.

Insured Plan means any government-mandated insurance program for workers compensation, employment, unemployment, social security, or disability benefits for any **Employee**.

Sponsored Plan means:

(i) any employee benefit plan, as defined in the Pension Benefits Standards Act, R.S.C. 1985, c. 32 (2nd Supp.) for any plan constituted within the territorial limits and jurisdiction of Canada, or as defined by the Employee Retirement Income Security Act of 1974 of the United States of America for any plan constituted within the territorial limits and jurisdiction of the United States of America, which is operated solely by the **Corporation**, or jointly by the **Corporation** and a labour organization, for the benefit of any **Employee** or **Executive** of the **Corporation**;
(ii) any other plan, fund or program specifically included as a **Sponsored Plan** by endorsement to this Policy; or
(iii) any other employee benefit plan sponsored solely by the **Corporation** for the benefit of any **Employee** or **Executive** of the **Corporation**,

provided that **Sponsored Plan** shall not include any multi-employer plan or **Employee** stock ownership plan unless such plan is specifically listed as a **Sponsored Plan** in an endorsement to this Policy.

B. The following replaces the definition of **Insured** in Section II of this Policy:

Insured means any:

(i) any natural person who was, now is or shall be a trustee, director, “de facto” director, officer, committee member, in-house General Counsel, or **Employee** of the **Corporation** or of any **Benefit Program**, while acting in his or her capacity as a fiduciary of a **Benefit Program** or as a person performing **Administration** for a **Benefit Program**;
(ii) the **Corporation**;
(iii) any **Benefit Program**; and
(iv) any other natural person or entity who was, now is or shall be acting as a plan administrator of any **Benefit Program** at the written request and with the consent of the **Corporation**.

C. The following replaces the definition of **Claim** in Section II of this Policy:

(i) a written demand for monetary damages or non-monetary or injunctive relief, including any request to toll or waive the statute of limitations; or
(ii) a civil, criminal, administrative, regulatory, mediation or arbitration proceeding seeking monetary damages or non-monetary or injunctive relief, commenced by:

(a) the issuance of a notice of action, statement of claim, writ of summons, complaint or similar pleading;
(b) the laying of an information or the return of an indictment or similar legal document;
(c) the filing of a statement of allegation, notice of charges or similar document; or
(d) receipt of a notice to appoint an arbitrator or mediator, an arbitration or mediation petition or similar document;

against an **Insured** for a **Fiduciary Wrongful Act**. A **Claim** shall be deemed to have been first made at the earliest date upon which written notice thereof, or a copy of the **Claim**, was personally received by any **Insured Person** or received by the **Corporation** by any means including personal delivery, facsimile transmission or electronic mail.

D. The following replaces paragraph (7) of Section IV of this Policy:

(7) which is brought by or on behalf of any **Insured**, in any capacity. However, this exclusion shall not apply to any **Claim** brought or maintained on behalf of any **Employee** of the **Corporation** for any **Fiduciary Wrongful Act**.

E. The following replaces paragraph (8) of Section IV of this Policy:

(8) based upon, arising out of, or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 of the United States of America and amendments thereto (or any regulations promulgated thereunder) or by similar provisions of any federal, state or local statutory, civil or common law of the United States of America.

F. The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured**:

(i) based upon, arising out of, or attributable to any litigation or proceeding of which any **Insured** had notice and which was commenced prior to, or which were pending as of, , or which arise from matters substantially the same as alleged or established in such litigation or proceeding;

(ii) based upon, arising out of, or attributable to liability of others assumed by the **Insured** under any contract or agreement. However, this exclusion shall not apply to the extent:

(a) the **Insured** would have been liable in the absence of such contract or agreement; or
(b) the liability was assumed in accordance with or under the agreement or declaration of trust pursuant to which the **Benefit Program** was established;

(iii) based upon, arising out of, or attributable to any actual or alleged obligation of an **Insured** pursuant to any statute, regulation or common law for, providing or governing workers compensation, employment insurance, unemployment insurance, social insurance, old age security, social security, Canada Pension Plan benefits or disability benefits or any other similar law or statute.

G. The **Insurer** shall not be liable for that part of **Loss** that constitutes:

(i) (a) benefits due or to become due under any **Benefit Program**, whether or not such **Benefit Program** complied with all applicable law; or

(b) that portion of any settlement or judgment which constitutes benefits; provided this shall not apply to the extent that recovery for such benefits is based upon a covered **Fiduciary Wrongful Act** by an **Insured** who is a natural person and such benefits are payable as a personal obligation of such **Insured**,

provided that this exclusion shall not apply to **Defence Costs**; or

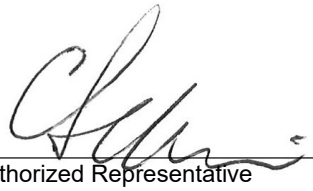
(ii) contributions owed by the **Corporation** to any **Benefit Program** for which any of the **Insureds** failed to collect. However, this exclusion shall not apply to **Defence Costs** if such failure is because of the negligent act, error or omission of an **Insured** solely in the **Administration** of a **Benefit Program**.

H. The following replaces subsection (C) of Section X of this Policy:

(C) Representations and Severability Clause: In granting coverage under this Policy, it is agreed that the **Insurer** has relied upon the statements and representations contained in the **Application** for this Policy, a copy of which is deemed attached hereto, as being true, accurate and complete. All such statements and representations are the basis of this Policy and are to be considered as incorporated into this Policy. With respect to such statements and representations, no knowledge or information possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purposes of determining if coverage is available in favour of such **Insured Person**, and only knowledge or information possessed by any past, present or future director, officer or trustee of the **Corporation** or **Benefit Program**, shall be imputed to such **Corporation** or **Benefit Program** for the purpose of determining if coverage is available in favour of the **Corporation** or **Benefit Program**.

I. The Limit of Liability of the **Insurer** under this endorsement shall be $5,000,000.00 each **Policy Period** which shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations and subject to a Deductible of $5,000.00 each and every **Claim**.

All other terms and conditions remain unchanged.



Authorized Representative

COVERAGE AMENDED TO APPLY TO INSURED PERSONS ONLY

Endorsement No.: 5 Effective Date Of Endorsement: August 26, 2022
Policy No.: CDO1003181

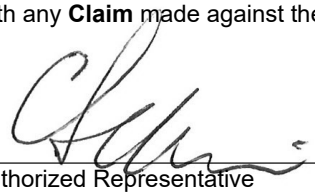
Issued To: The Owners, Sonoma Pines Homeowners Management Ltd.

In consideration of the premium charged, it is hereby understood and agreed that the following replaces the definition of **Insured** in Section II of this Policy:

Insured means any **Insured Person**.

It is further understood and agreed that in granting the coverage provided by this endorsement, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Corporation**.

All other terms and conditions remain unchanged.



Authorized Representative

TRISURA®

STATUTORY CONDITIONS ENDORSEMENT (ALBERTA, BRITISH COLUMBIA, MANITOBA AND SASKATCHEWAN)

Endorsement No.: 6 Effective Date Of Endorsement: August 26, 2022
Policy No.: CDO1003181

Issued To: The Owners, Sonoma Pines Homeowners Management Ltd.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended by adding the following:

The Insurance Act of Alberta, British Columbia, Manitoba and Saskatchewan requires that the following Statutory Conditions be printed on this contract. The conditions set out in this section are deemed to be part of every contract in force in Alberta, British Columbia, Manitoba and Saskatchewan. Statutory Conditions 1 and 6 to 13 apply only to contracts that include insurance against loss or damage to property.

X STATUTORY CONDITIONS

MISREPRESENTATION

1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

PROPERTY OF OTHERS

2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless
(a) otherwise specifically stated in the contract, or
(b) the interest of the insured in that property is stated in the contract.

CHANGE OF INTEREST

3 The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

MATERIAL CHANGE IN RISK

4 (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
(a) material to the risk, and
(b) within the control and knowledge of the insured.
(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
(a) terminate the contract in accordance with Statutory Condition 5, or
(b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

TERMINATION OF INSURANCE

5 (1) The contract may be terminated
(a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
(b) by the insured at any time on request.
(2) If the contract is terminated by the insurer,

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

REQUIREMENTS AFTER LOSS

6 (1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
(a) immediately give notice in writing to the insurer,
(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
(i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
(iv) stating the amount of other insurances and the names of other insurers,
(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
(vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
(vii) stating the place where the insured property was at the time of loss,
(c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
(d) if required by the insurer and if practicable,
(i) produce books of account and inventory lists,
(ii) furnish invoices and other vouchers verified by statutory declaration, and
(iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

FRAUD

7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

WHO MAY GIVE NOTICE AND PROOF

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made
(a) by the agent of the insured if
(i) the insured is absent or unable to give the notice or make the proof, and
(ii) the absence or inability is satisfactorily accounted for, or
(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

SALVAGE

9 (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

ENTRY, CONTROL, ABANDONMENT

10 After loss or damage to insured property, the insurer has

(a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
(b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
    (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
    (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

IN CASE OF DISAGREEMENT

11 (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
(2) There is no right to a dispute resolution process under this condition until
    (a) a specific demand is made for it in writing, and
    (b) the proof of loss has been delivered to the insurer.

WHEN LOSS PAYABLE

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

REPAIR OR REPLACEMENT

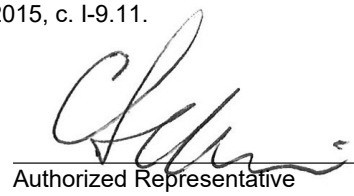
13 (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

NOTICE

14 (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

It is further understood and agreed that every action or proceeding against an **Insurer** for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Alberta Insurance Act, RSA 2000, c I-3, British Columbia Insurance Act, RSBC 1996, c 226, Manitoba Insurance Act, C.C.S.M. c. I40 or Saskatchewan Insurance Act, SS2015, c. I-9.11.

All other terms and conditions remain unchanged.



Authorized Representative

COMMUNICABLE DISEASE EXCLUSION – ENTITY ONLY

Endorsement No.: 7 Effective Date Of Endorsement: August 26, 2022
Policy No.: CDO1003181

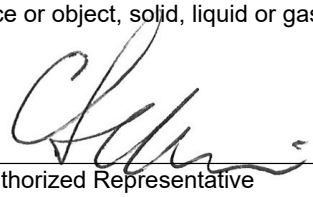
Issued To: The Owners, Sonoma Pines Homeowners Management Ltd.

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Corporation** based upon, arising out of, or attributable to any **Communicable Disease**.

The term **Communicable Disease** as used in this endorsement means any disease caused by any substance or agent that occurs through any transmission of the substance or agent from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host where:

(i) 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
(ii) 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.

All other terms and conditions remain unchanged.



Authorized Representative

CYBER EXCLUSION FOR INSURED ENTITY

Endorsement No.: 8 Effective Date Of Endorsement: August 26, 2022
Policy No.: CDO1003181

Issued To: The Owners, Sonoma Pines Homeowners Management Ltd.

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Corporation** based upon, arising out of, or attributable to a **Network Security Event** or **Privacy Event**.

It is further understood and agreed that for the purposes of this endorsement, the following definitions are added to the Policy:

Breach Notification Law means any federal, provincial, territorial, state or local statutory law, common law or civil law, rule, regulation, requirement or governmental guideline requiring, mandating or recommending, as best practice, notice to individuals where **Personally Identifiable Information** of such individuals has been accessed, or the **Corporation** reasonably believes **Personally Identifiable Information** of such individuals has been accessed, by an unauthorized person in an unauthorized manner, or the **Corporation** has otherwise failed to protect such information.

Corporation's Operating System means a computer and its hardware, software, network, application, terminal device, data storage devices, input and output device and back up facility by which **Electronic Data** is electronically collected, stored, transmitted and processed, that are operated and owned by, or licensed to, the **Corporation** or operated on behalf of the **Corporation** by a third party pursuant to a written contract.

Corporation's Website means a website that is operated and owned by, or licensed to, the **Corporation** or operated on behalf of the **Corporation** by a third party pursuant to a written contract.

Denial of Service Attack means any unauthorized attack directed at the **Corporation's Operating System** or the **Corporation's Website** that successfully corrupts, damages, destroys, deletes or impairs the **Corporation's Operating System** or the **Corporation's Website**.

Electronic Data means any data, including **Personally Identifiable Information** and confidential and proprietary marketing, financial and other information that exists on the **Corporation's Operating System**. **Electronic Data** does not include any funds, currency, securities or other financial, debt, credit, bond or equity instruments including bitcoin or any such similar digital currency.

Identity Fraud means the actual deceptive use of the **Personally Identifiable Information** of a natural person (living or dead) in connection with the perpetration of a fraud including, but not limited to, impersonating another and the creation of fraudulent credit accounts.

Malicious Code means any unauthorized computer virus, contaminant, worm, trojan horse, logic bomb or other similar application, program, software, code or script that successfully corrupts, damages, destroys, deletes or impairs the **Corporation's Operating System**.

Network Security Event means the failure of the **Security System** to properly protect the **Corporation's Operating System** or the **Corporation's Website**, where such failure directly results in:

(i) an **Unauthorized Access** that directly results in:

  (a) the inability of a third party, who is so authorized, to gain access to the **Corporation's Operating System**;
  (b) the unauthorized taking, obtaining, use or disclosure of:

    (A) **Personally Identifiable Information** from the **Corporations' Operating System**; or
    (B) confidential and proprietary corporate information of a customer or client of the **Corporation** from the **Corporation's Operating System** where such corporate information is stored on the **Corporation's**

Operating System pursuant to a written contract or agreement between the **Corporation** and such customer or client; or

(c) the corrupting, damaging, destroying, deleting or impairing from the **Corporation's Operating System**, of **Electronic Data** of a customer or client of the **Corporation** and that is in the care, custody or control of the **Corporation**;

(ii) a **Denial of Service Attack** that directly results in the inability of a third party, who is so authorized, from gaining access to the **Corporation's Operating System** or the **Corporation's Website**; or

(iii) the transmission of **Malicious Code** from the **Corporation's Operating System** to a third party's computer system.

Personal Health Information means medical or health care information concerning an individual including "personal health information" as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5 ("PIPEDA"), the Ontario Personal Health Information Protection Act, 2004, S.O. 2004, c.3, or similar federal, provincial, territorial, or foreign law.

Personally Identifiable Information means any piece of information which is not lawfully available to the general public and can potentially be used to uniquely identify an individual, including but not limited to information that could be used to facilitate **Identity Fraud**. This information may include, but is not limited to the following:

(i) **Personal Health Information**;
(ii) "personal information" as defined in PIPEDA;
(ii) identification and contact information;
(iii) government issued identification numbers, including social insurance, social security, driver's licence, or other federal, provincial, territorial or foreign identification number; or
(iv) financial information, including credit, debit or other financial account numbers, their related security and access codes, passwords or pin numbers that provide access to the natural person's financial account information.

Privacy Event means:

(i) the unauthorized taking, use, or the disclosure of:

(a) **Personally Identifiable Information** that is in the care, custody or control of the **Corporation** or a third party who has been delegated care, custody or control of such **Personally Identifiable Information** by the **Corporation** and for whose acts, errors or omissions the **Corporation** is legally liable; or

(b) any corporate information in any format provided by a customer or client of the **Corporation**:

(A) that is in the care, custody or control of the **Corporation**; or

(B) that is in the care, custody or control of a third party who has been delegated care, custody or control of such corporate information by the **Corporation** and for whose acts, errors or omissions the **Corporation** is legally liable,

provided such corporate information is specifically identified as confidential and protected under a written non-disclosure agreement or similar contract or agreement between the **Corporation** and such customer or client;

(ii) the **Corporation's** failure to timely disclose an unauthorized taking, use or disclosure of **Personally Identifiable Information** that is in the care, custody or control of:

(a) the **Corporation**; or

(b) a third party who has been delegated care, custody or control of such **Personally Identifiable Information** by the **Corporation**, and for whose acts, error or omissions the **Corporation** is legally liable,

in violation of any **Breach Notification Law**; or

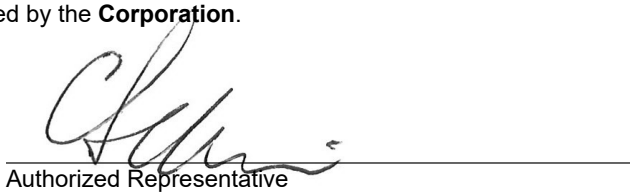
(iii) a violation by the **Insured** of its **Privacy Policy**.

Privacy Policy means the **Corporation's** policies, practices and procedures, in written or electronic form, established with respect to the use, disclosure or protection of **Personally Identifiable Information**.

Security System means network, hardware and software devices, including antivirus and intrusion detection software, firewalls and electronic systems that control access by means of passwords or other similar identification methods and that are operated and installed on the **Corporation's Operating System** or the **Corporation's Website** to prevent an **Unauthorized Access**, the transmission of **Malicious Code** or a **Denial of Service Attack** to the **Corporation's Operating System** or the **Corporation's Website**.

Unauthorized Access means the use of or access to the **Corporation's Operating System** by a natural person unauthorized by the **Corporation** to do so or the authorized use of or access to the **Corporation's Operating System** by a natural person in a manner not authorized by the **Corporation**.

All other terms and conditions remain unchanged.



Authorized Representative

COMPLIANCE WITH APPLICABLE SANCTION LAWS ENDORSEMENT

Endorsement No.: 9 Effective Date Of Endorsement: August 26, 2022
Policy No.: CDO1003181

Issued To: The Owners, Sonoma Pines Homeowners Management Ltd.

In consideration of the premium charged, it is hereby understood and agreed that this insurance does not apply to the extent that trade or economic sanctions, or other similar laws or regulations, prohibit the coverage provided by this insurance, or prohibit the Insurer from providing the coverage.

All other terms and conditions remain unchanged.

Authorized Representative