

economical

Definity Insurance Company

(HEREINAFTER CALLED THE INSURER)

EXPERT Small & Medium Enterprise

Policy No. 040151682

NAME OF INSURED

NOVA SCOTIA AA GROUP INSURANCE POLICY

POSTAL ADDRESS OF INSURED

PO BOX 279  
HANTSPORT, NS  
B0P 1P0

BROKER / AGENT

01310

MACLEOD LORWAY  
DARTMOUTH, NS B2Y 1C9  
(902) 464-4000

INSURANCE PERIOD

FROM

TO

TOTAL PREMIUM FOR THIS

12:01 A.M. Standard Time at  
the Postal Address of the  
Named Insured as stated herein

31 12 2023  
Day Mo. Year

31 12 2024  
Day Mo. Year

RENEWAL

\$ 1,851

This policy is made and accepted subject to forms 4225 Additional Exclusions; 4246 Declaration of Emergency; 2180 Standard Conditions and 2184 Statutory Conditions which are hereby specially referred to and made a part of this policy together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

In return for the payment of the premium the Policy Number indicated is renewed for Insurance period stated. The wordings attached replace existing Riders. Please contact your Broker if you require an explanation of coverage.

LOCATION 3 DUNDAS ST  
DARTMOUTH, NS  
B2Y 2T6

Occupancy - LITERATURE INVENTORY  
Construction - FRAME

Loss, if any, payable to insured

COVERAGES:

FORM	CO-INS	DEDUCTIBLE	LIMIT	RATE	PREMIUM
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A EXPERT COMMERCIAL CONTENTS OF EVERY DESCRIPTION  
STOCK

2188		1,000	10,000		Included
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B EXPERT SMALL AND MEDIUM ENTERPRISE EXTENSION

6488			Included		Included
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ARENL 02 10 2023

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

**NOTICE TO INSURED**

Consumer and previous insurer reports containing personal, credit, factual, investigative or previous claim and loss information about the insured may be sought in connection with this policy of insurance or a renewal, extension or variation thereof.

In Witness Whereof the INSURER has executed this policy as evidenced by the signature of the authorized representative of the Insurer.



President and Chief Executive Officer

**CANCELLATION OF POLICY**

The undersigned Insured named in Policy no. .... and renewal certificates (if any), hereby acknowledges the cancellation thereof effective as of ..... 20 ..... at 12:01 A.M. standard time and agrees that all liability of the Insurer with respect to accidents, losses, or damage occurring on or after that date is hereby terminated.

\_\_\_\_\_  
Signature of Mortgagee

\_\_\_\_\_  
Signature of Insured

**24 HOUR EMERGENCY CLAIMS SERVICE  
IN CANADA/U.S.A.: 1 - 800 - 607 - 2424**

**Loss, if any, payable to insured**

**OTHER COVERAGES:**

FORM	CO-INS	DEDUCTIBLE	LIMIT	RATE	PREMIUM
------	--------	------------	-------	------	---------

**A COMMERCIAL GENERAL LIABILITY**  
ALCOHOLICS ANONYMOUS MEETINGS

2294		1,000	2,000,000		Included
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PRODUCTS AND COMPLETED OPERATIONS AGGREGATE

2,000,000
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**B PERSONAL AND ADVERTISING INJURY**

2294			2,000,000		Included
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**C MEDICAL PAYMENTS**  
ANY ONE PERSON

2294			25,000		Included
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**D TENANTS LEGAL LIABILITY**  
ANY ONE LOCATION

2294		1,000	100,000		Included
------	--	-------	---------	--	----------

**E ADDITIONAL INSURED ENDORSEMENT**  
AS PER ACCEPTABLE CERTIFICATES OF INSURANCE ON FILE WITH INSURER

2069			Included		Included
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**F Special wording 1**  
IT IS HEREBY UNDERSTOOD AND AGREED THAT LIABILITY HAS BEEN EXTENDED

2294			Included		Included
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**Total Renewal Premium \$ 1,851**

**NOTICE TO INSURED**

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EXPERT Small & Medium Enterprise

Policy No. 040151682

**SPECIAL WORDING 1**

IT IS HEREBY UNDERSTOOD AND AGREED THAT LIABILITY HAS BEEN EXTENDED TO THE FOLLOWING GROUPS:

WOLFVILLE MORNING AA MEETING  
WOLFVILLE BAPTIST CHURCH, 487 MAIN ST, WOLFVILLE NS B4P 1E3

BROOKLYN GROUP  
NEWPORT UNITED CHURCH, 7800 HWY 14, NEWPORT NS B0N 2A0

WOLFVILLE GROUP  
ST. FRANCIS OF ASSISI CHURCH WOLFVILLE CORPUS CHRISTI PARISH  
118 MAIN STREET , WOLFVILLE, NS , B4P 1B7  
TIME: THURSDAYS AT 8:10 PM

BERWICK GROUP  
WINDERMERE COMMUNITY HALL, 402 WINDERMERE RD., WINDERMERE, NS.

HANTSPORT GROUP  
UNITED CHURCH OF ST JAMES, 17 PRINCE ST PO BOX 414, HANTSPORT NS  
B0P 1P0

FRESH START GROUP THREE MILE PLAINS  
ST. THOMAS ANGLICAN CHURCH  
4771 HWY 1, THREE MILE PLAINS, NS B0N 2T0

ST CROIX 12&12 GROUP  
ST. CROIX UNITED CHURCH, 5477 HIGHWAY #1, ST CROIX,  
HANTS COUNTY WEST, NS

LAHAVE GROUP  
ST PAUL LUTHERAN CHURCH, 25 PHOENIX ST, BRIDGEWATER NS B4V 2H6

ACTION GROUP HOLY TRINITY ANGLICAN, CHURCH 78 ALEXANDER AVENUE  
BRIDGEWATER, NS B4V 1H1

CAMBRIDGE FELLOWSHIP GROUP  
UNITED BAPTIST CHURCH, 5981 HWY #1, CAMBRIDGE, NS B0P 1G0

FUNDY GROUP  
KENTVILLE RECREATION CENTRE, 345 MAIN ST, KENTVILLE, NS

HOPE GROUP  
ST. JOHN THE BAPTIST CATHOLIC CHURCH  
390 HIGH ST , NEW GLASGOW, NS , B2H 2X7

TUESDAY NIGHT DISCUSSION  
SISTER CATHERINE STEELE CENTRE, 12 ST BERNARD ST, STELLERTON, NS  
MEETING TIME: 7 P.M.

H.O.W. GROUP  
FIRST BAPTIST CHURCH  
896 EAST RIVER ROAD, NEW GLASGOW, NS B2H 3S6

KENTVILLE GROUP MEETING - MONDAY EVENINGS AT 8 PM

**NOTICE TO INSUREDS**

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**IN CANADA/U.S.A.: 1 - 800 - 607 - 2424**

SALVATION ARMY CITADEL, 15 NICHOLS AVE. KENTVILLE, NS B4N 2G9

WINDSOR SATURDAY NIGHT GROUP  
WINDSOR UNITED CHURCH, 613 KING ST, WINDSOR, NS B0N 2T0

SATURDAY WOMEN'S MEETING  
MEETING PLACE: PORT WILLIAMS BAPTIST CHURCH, 1031 MAIN STREET  
PORT WILLIAMS, NS B0P 1T0

THE GASPEREAU GROUP  
MEETING LOCATION: LOUIS MILLETT CENTRE, 9489 COMMERCIAL STREET, NEW  
MINAS, NS B4N 3G5 - TIME: SUNDAYS AT 7:30 PM

ACCEPTANCE GROUP - LOCATION: ST. ANDREWS UNITED CHURCH  
6036 COBURG ROAD, HALIFAX, NOVA SCOTIA B3H 1Y9

ATLANTIC GROUP - LOCATION: SAINT GEORGE'S ROUND CHURCH,  
2222 BRUNSWICK STREET, HALIFAX, NOVA SCOTIA

BACK TO BASICS - LOCATION: TRINITY ANGLICAN CHURCH, 321 MAIN  
AVENUE, HALIFAX, NOVA SCOTIA

CIRCLE OF SISTERS GROUP - LOCATION: CLUB 24,  
3 DUNDAS ST, DARTMOUTH B2Y 2T6

COLBY VILLAGE BIG BOOK STUDY GROUP - LOCATION: POPE JOHN  
XXIII CHURCH, 35 COLBY DRIVE, DARTMOUTH, NOVA SCOTIA

COLE HARBOUR GROUP - LOCATION: COLE HARBOUR-WOODSIDE UNITED CHURCH  
15 BISSETT RD, DARTMOUTH NS

DISTRICT 2 COMMITTEE, LOCATION :3 DUNDAS STREET, DARTMOUTH, NS

EARLY RISERS GROUP - LOCATION: CLUB 24, 3 DUNDAS STREET  
DARTMOUTH, NOVA SCOTIA

FALL RIVER GROUP - LOCATION: 1018 FALL RIVER RD,  
HALIFAX, NOVA SCOTIA

FOUR SEASONS GROUP - LOCATION: SACKVILLE HEIGHTS COMMUNITY  
CENTRE, 45 CONNOLLY ROAD, LOWER SACKVILLE, NOVA SCOTIA

FRESH START GROUP - LOCATION : SACKVILLE HEIGHTS COMMUNITY  
CENTRE, 45 CONNOLLY ROAD, LOWER SACKVILLE, NOVA SCOTIA

GASTON ROAD GROUP - LOCATION: ST. CLEMENTS CHRUCH HALL, 16  
GASTON ROAD, DARTMOUTH, NOVA SCOTIA

HIGHLAND PARK GROUP - LOCATION:ST MARGARET'S OF SCOTLAND CHURCH  
3751 ROBIE ST, HALIFAX NS

HUBBARDS GROUP - LOCATION: ST. LUKE'S CHURCH, SHORE RD,  
HUBBARDS, NOVA SCOTIA

KEEP IT SIMPLE GROUP - CLUB 24 - LOCATION 3 DUNDAS STREET,  
DARTMOUTH, NOVA SCOTIA

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**EXPERT Small & Medium Enterprise**

**Policy No. 040151682**

LIVE AND LET LIVE GROUP - LOCATION: ST. MATTHEW'S UNITED CHURCH  
1479 BARRINGTON STREET, HALIFAX, NOVA SCOTIA B3J 1Z2

LOST AND FOUND BIG BOOK DISCUSSION GROUP - LOCATION: ST LUKE'S  
UNITED CHURCH, 5419 NOVA SCOTIA 3 TRUNK, UPPER TANTALLON, NS

SECOND CHANCE - LOCATION: SACKVILLE HEIGHTS COMMUNITY CENTRE,  
45 CONNOLLY ROAD, LOWER SACKVILLE, NOVA SCOTIA

SERENTY SISTERS - LOCATION: SACKVILLE HEIGHTS COMMUNITY CENTRE  
45 CONNOLLY ROAD, LOWER SACKVILLE, NOVA SCOTIA

ST. MARGARET'S BAY GROUP - LOCATION: SEVENTH DAY ADVENTIST  
CHURCH, 12494 PEGGY'S COVE ROAD, TANTALLON, NOVA SCOTIA B3Z 2M7

SUNDAY NIGHT SERENITY - LOCATION: APOSTLES ANGLICAN CHURCH  
6670 BAYERS ROAD, HALIFAX, NOVA SCOTIA

TALLAHASSEE GROUP - LOCATION: EASTERN PASSAGE BAPTIST CHURCH  
385 COWBAY ROAD, EASTERN PASSAGE, NOVA SCOTIA

THE ONLY REQUIREMENT GROUP - LOCATION: 3372 DEVONSHIRE AVENUE,  
HALIFAX, NOVA SCOTIA B3K 3M2

TIMBERLEA GROUP - LOCATION: ST. ANDREWS ANGLICAN CHURCH,  
2553 ST. MARGARET'S BAY ROAD, TIMBERLEA, NOVA SCOTIA

WELCOME GROUP - LOCATION: BETHANY CHURCH HALL, 7171 CLINTON  
AVENUE, HALIFAX, NOVA SCOTIA

WEST END STEP GROUP - LOCATION: ST CATHERINE CHURCH,  
6476 BAYERS ROAD, HALIFAX, NOVA SCOTIA B3L 2B1

CENTRAL SERVICE COMMITTEE, LOCATION  
5522 RUSSELL STREET, HALIFAX, NOVA SCOTIA B3K 1X2

LION'S DEN  
ST. GEORGE'S ROUND CHURCH LOCATION  
2222 BRUNSWICK STREET, HALIFAX, NS B3K 2Z3

DOWNTOWN DARTMOUTH LOCATION  
3 DUNDAS STREET, DARTMOUTH, NS B2Y 2T6

EYE OPENER LOCATION  
3 DUNDAS STREET, DARTMOUTH, NS B2Y 2T6

DOWNTOWN HALIFAX GROUP LOCATION  
1479 BARRINGTON STREET, ST. MATTHEWS CHURCH, HALIFAX NS

FREEDOM GROUP LOCATION  
LOCATION: FAIRVIEW CITADEL CORPS., 50 GESNER AVENUE, FAIRVIEW, NS

ANY LENGTHS BIG BOOK STUDY LOCATION  
5303 TOBIN ST, HALIFAX, NS

SAFETY NET GROUP LOCATION  
3 DUNDAS ST, DARTMOUTH, NS

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**EXPERT Small & Medium Enterprise**

**Policy No. 040151682**

PORTERS LAKE GROUP LOCATION  
4693 NS TRUNK 7, PORTERS LAKE NS

GRATEFUL GROUP LOCATION  
HALIFAX CHRISTIAN CHURCH, 51 FARNHAM GATE RD, HALIFAX NS

DARTMOUTH MEN'S 12 AND 12  
3 DUNDAS ST, DARTMOUTH NS

BEDFORD GROUP LOCATION  
ALL SAINTS ANGLICAN CHURCH, 1408 BEDFORD HIGHWAY, BEDFORD NS

MEN'S LITERATURE MEETING LOCATION  
APOSTLES ANGLICAN CHURCH, 6670 BAYERS RD, HALIFAX, NS

NEW PAIR OF GLASSES MEETING LOCATION: SALVATION ARMY 328-147  
OCHTERLONEY STREET, PO BOX 312, DARTMOUTH, NS

HAPPY DESTINY BIG BOOK STUDY MEETING LOCATION: SALVATION ARMY  
RESOURCE CENTER 328 HERRING COVE ROAD, HALIFAX, NS B3R 1V4

NEW HOPE GROUP MEETING LOCATION: ST. MICHAEL'S CHURCH,  
14 ST. MICHAEL'S AVE, HALIFAX, NS B3P 1M5

PUGWASH AA GROUP MEETING LOCATION: WESLEY ST MATTHEWS  
30 CHURCH ST, PUGWASH NS B0K 1L0

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# economical

## Changes to your commercial property insurance coverage

Your policy with Economical is up for renewal shortly. Economical has recently revised some of its coverage offerings, which may affect your policy upon renewal. The following coverage forms will no longer be offered:

- Commercial Building, Equipment and Stock, Form 6557
- Express On-Premises Extension, Form 6558
- Express Off-Premises Extension, Form 6559

We're writing to let you know that the above forms are no longer offered, and that coverage may be provided under the following forms instead:

- Expert® Commercial Building, Equipment, and Stock, Form 2188
- Expert® Small and Medium Enterprise Extension, Form 6488

To determine which coverage forms are included with your policy, you should review your policy declaration pages, which are issued to you at the beginning of each policy term. Your declaration pages for the coming term, which are enclosed with this letter, will reflect the coverage available to you upon renewal. Copies of your declaration pages can also be obtained from your insurance broker.

### What does this mean for you?

The new wordings provide similar coverage to the former wordings on an "All Risks" basis, subject to exclusions and conditions. Both also include coverage extensions for special losses not otherwise provided under the base coverage. The following coverages are also found under your expiring policy, but the available limits on renewal are as follows:

#### Undeclared Property Extension — \$250,000

- Roadways/Parking lots/Walkways\*
- Fine arts — not stock (max \$10,000 per piece)
- Decorative plants, trees, shrubs, or flowers outdoor directly by Named Perils
- Outdoor signs
- Valuable papers
- Accounts receivable

#### Operations Extension — \$100,000

- Builders' Risk deductible\*
- EDP (media and data)
- Computer system breakdown
- Electronic equipment temporarily removed from the premises
- Consequential loss of premises power
- Premises damage by theft — not owned building

#### Off Premises Extension — \$100,000

- Property at construction sites (previously Installation Floater)
- Contents at exhibitions, fairs, or trade shows
- Property in transit
- Sales samples

#### Crime Extension — \$25,000\*

- Employee dishonesty
- Loss inside the premises
- Loss outside the premises
- Money orders and counterfeit paper currency
- Depositors' forgery
- Credit card forgery
- Fraudulent instruction

#### Claim Recovery Extension — \$150,000

- Automatic fire suppression system
- Cost of preparation of proof of loss
- Arson reward\*
- Lock replacement — master key
- Extra / Expediting expenses
- Tenant's leasehold interest\*
- Debris of others
- Mortgage rate guarantee\*

#### Business Expansion Extension — \$1,000,000

- Newly acquired buildings in Canada
- Newly acquired stock and equipment in Canada
- Buildings in course of construction

#### Catch-all Clause — \$25,000\*

- Can be used to increase the limit applicable to any one extension per loss. Not available for use in conjunction with the Crime Extension.

\*Coverages appearing above with an asterisk (\*) are new offerings.

The replacement wordings provide some additional coverage for the following:

- Removal of property — increased from 10 to 30 days
- The allowable vacancy period is increased from 30 to 60 days

#### ECONOMICAL INSURANCE, HEAD OFFICE

111 Westmount Road South, P.O. Box 2000, Waterloo ON Canada N2J 4S4  
T 519-570-8200 T VOICEMAIL 519-570-8500 F 519-570-8389

## economical

- Stock sold under conditional sale, instalment payment, or another deferred payment plan is subject to a \$30,000 limit
- Property temporarily removed from the premises is subject to a \$100,000 limit

The replacement wordings provide **reduced coverage** for the following:

- No coverage for outside communication towers, street clocks, or antennae, except under Named Perils
- No coverage for animals, fish, or birds, except where available under Named Perils and theft
- Covers the first \$2500 for furs, jewellery, and precious stones (no limitation previously)
- Excludes damages caused by precipitation entering through any part of the building
- Excludes damage caused by rodents, insects, bats, racoons, skunks, or vermin (previously only insects and vermin were excluded)

The replacement wordings **modify coverage** as follows:

- Brand and labels — up to \$100,000
- Firefighting expenses — up to \$25,000
- Increased land and water pollution clean-up — \$50,000 (previously \$25,000)
- Debris removal — up to 5% of limit of insurance or \$100,000
- Personal property of officers and employees — up to \$25,000

The replacement wording **still includes the following coverages**, which were also found in form 6558:

- Automatic inflation as per valuation and basis of loss settlement
- By-laws as per valuation and basis of loss settlement
- Eco-friendly enhancements — \$50,000
- Seasonal variation/Seasonal automatic increase — up to 25%

Additionally, form 6488 **Expert Small and Medium Enterprise Extension** provides the following coverage:

1. Wholesaling and Manufacturing Extension — \$50,000 covers loss or damage to:
  - Equipment and stock caused by contamination
  - Equipment and stock caused by infestation
  - Moulds, dies, patterns, models, or forms
  - Precious stones, alloys, or metals that are used in manufacturing your product
2. Animals, fish, or birds owned by your customers while in your care, custody, or control, unless the loss is caused by infection, sickness, disease, or internal disorder
3. Named perils and theft of gas stored in underground tanks
4. The seasonal variations clause is increased to 50%

Your expiring policy may also have had certain coverage extension endorsements. We note the following endorsements are no longer required and will be removed from your policy, because coverage is provided either by the Commercial Building, Equipment, and Stock policy (Form 2188) or the Expert Small and Medium Enterprise Endorsement (Form 6488):

- The Automotive Extension form 6565
- Business Extension form 6568
- Realty Extension form 6564
- Retail Extension form 6563 — Seasonal automatic increase equipment/stock 50% is now found under Small and Medium Enterprise Extension (Form 6488).
- Seasonal automatic increase money/securities 50% — Coverage is no longer provided.

If your existing policy includes the Contractor's Extension (Form 6569), this endorsement will be retained.

### Next steps

While there is no immediate action required on your part, it's important that you understand your insurance coverage. If you have any questions about how these changes may affect you, please contact your broker.

### ECONOMICAL INSURANCE, HEAD OFFICE

111 Westmount Road South, P.O. Box 2000, Waterloo ON Canada N2J 4S4  
T 519-570-8200 T VOICEMAIL 519-570-8500 F 519-570-8389

## LEGAL SERVICES

Economical has partnered with ARAG Legal Solutions Inc. (ARAG) to provide access to legal services for small business owners. These valuable services are automatically included as a part of your Economical policy at no extra cost to you.

### Unlimited access to a general legal advice helpline

If you need advice on general Canadian business-related legal matters, the general legal advice helpline is available 24 hours a day, seven days a week. You can call the helpline as often as you need to.

### Here are a few examples of questions you could ask:

- What steps should I take to fire a poor performing employee, so they don't sue me for wrongful dismissal?
- I hired a contractor to renovate our office space, but the work is substandard. What are my rights?
- I received a letter from the CRA (Canada Revenue Agency) requesting an onsite audit. Do I have a legal obligation to answer every question they ask?

Call **1-866-661-0606** to be connected to a lawyer or schedule a time that is convenient for you. Please have your Economical policy number ready before calling.

### Unlimited access to commonly used legal documents

You have access to a library of commonly used legal documents based on Canadian laws and legal best practices. Create a customized legal document in under 10 minutes.

Follow the step-by-step instructions to ensure a complete legal document is created. Any documents you create can be downloaded, printed, and securely saved within your account for future use or reference.

Create your account today by visiting [documentcentre.arag.ca](http://documentcentre.arag.ca) and use Economical customer code **Economical1**.

### Simple legal document review and simple legal letter drafting

Legal documents are not always written in plain language, and it requires time and effort on your part to fully understand your legal obligations and rights. You can have one of our lawyers review a simple legal document up to eight single sided pages in length, such as a bill of sale, a service contract, or a non-disclosure agreement.

### Lawyers are also available to draft a simple legal letter. For example:

- **Demand letters** – Requesting overdue payment for goods and/or services provided
- **Travel consent letters** – For a minor travelling with a separated or divorced parent
- **Employee warning letters** – Requesting a change in behaviour that aligns with employment law and best practices

This service will help reduce your legal risks and costs, and we encourage you to use it as often as you need to. To start the document review or letter drafting process, please call the general legal advice helpline at **1-866-661-0606**.

For more information about ARAG visit [arag.ca](http://arag.ca) or reach out to your broker if you have questions about these services.



RE: Form 4225 Additional Exclusions

Hello:

We are writing to let you know about a change to your policy with Economical®.

We have changed Form 4225 Additional Exclusions, which we attach to all of our policies. Some of the exclusions mentioned below include changes from previous versions.

The updated form is divided into three categories:

- Part A – Policy Level Exclusions,
- Part B – Property Exclusions, and
- Part C – Liability Exclusions.

**Part A** contains exclusion clauses which apply to all coverages and policy forms. It introduces a Sanction Exclusion. If your policy contains the Enhanced Directors and Officers Liability Form 6598 – Not-For-Profit Organizations, the Sanction Exclusion contained in that wording has now been removed and is replaced by this new exclusion.

**Part B** contains exclusions which apply to “first party” property coverages and forms. These exclusions include:

1. Cyber and Data Exclusion
2. Terrorism Exclusion
3. Fungi and Fungal Derivatives Exclusion
4. Illegal Drug Operations Exclusion
5. Cannabis Exclusion
6. Communicable Disease Exclusion

Item 1. Cyber and Data Exclusion (formerly the Data and Data Problem Exclusion) has been updated. Please review the new wording with your broker, who can explain how these changes may affect you.

**Part C** contains exclusions which apply to “third party” coverage for legal liability. These exclusions include:

1. Cyber Exclusion. This exclusion has been modified. Again, please review the new wording with your broker for an explanation of how these changes may affect your business.
2. Reactive Aggregates Exclusion
3. Silica Exclusion
4. Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion

Please note that the exclusions set out under Part C do not apply to the Enhanced Directors and Officers Liability Form 6598 – Not-For-Profit Organizations.

If you have any questions, we recommend that you contact your broker to go over your policy in detail and to discuss how form 4225 Additional Exclusions may apply to your business.

**ECONOMICAL INSURANCE, HEAD OFFICE**

111 Westmount Road South, P.O. Box 2000, Waterloo ON Canada N2J 4S4  
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economical.com



## ADDITIONAL EXCLUSIONS

**These Additional Exclusions modify the Coverages provided by this Policy**  
**WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AND ARE DEFINED IN THIS FORM**

If any portion of the exclusions in this form is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect.

### PART A – POLICY LEVEL EXCLUSIONS

Applicable to all forms attached to and forming part of this policy.

#### 1. SANCTIONS EXCLUSION

This policy does not provide coverage and the insurer is not liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would be in violation of any sanctions law or regulation which prohibits the insurer from providing coverage or paying an indemnity under this policy.

### PART B – PROPERTY EXCLUSIONS

Applicable to all forms providing coverage for physical loss or damage to insured property, and to any form providing coverage for loss of use, loss of income, business interruption, or any extra expenses associated with such losses, including any extensions thereto. Where another part of this policy provides specific coverage for any loss excluded herein, the terms of that part will apply.

#### 1. CYBER AND DATA EXCLUSION

This policy does not insure any:

- (a) "Cyber Loss"; or
- (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "Data", including any amount pertaining to the value of such "Data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

"Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any "Computer System".

"Cyber Incident" means:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any "Computer System"; or
- (ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any "Computer System".

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

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

#### 2. TERRORISM EXCLUSION

This policy does not insure:

- (a) physical loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses, caused directly or indirectly, in whole or in part, by "Terrorism";
- (b) loss or costs arising out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion does not apply to any ensuing loss or damage resulting directly from fire or explosion of natural, coal or manufactured gas.

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

#### 3. FUNGI AND FUNGAL DERIVATIVES EXCLUSION

This policy does not insure:

- (a) physical loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses caused directly or indirectly, in whole or in part, by any "Fungi" or "Spores" unless such "Fungi" or "Spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy;
- (b) the cost or expense for testing, monitoring, evaluating or assessing "Fungi" or "Spores".

"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resulting mycotoxins, allergens, or pathogens.

"Spores" includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "Fungi".

#### 4. ILLEGAL DRUG OPERATIONS EXCLUSION

This policy does not insure physical loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses, directly or indirectly arising from, caused by, in consequence of, or in any way involving:

- (a) illegal "Drug Operations"; or
- (b) any activity or decision of any Government Agency or other entity to prevent, respond to, or terminate illegal "Drug Operations"; where an insured or any agent of an insured knew or ought to have known of the illegal "Drug Operations" prior to the loss or damage.

Unless an insured or agent of an insured already knows that loss or damage has occurred, this exclusion does not apply if, upon becoming aware of illegal "Drug Operations", an insured or any agent of the insured immediately notifies the police and the insurer.

"Drug Operations" means cultivating, harvesting, processing, manufacturing, distributing, or selling, on the premises, any substance falling within the Controlled Drugs and Substance Act or the Cannabis Act, or any successor legislation.

#### 5. CANNABIS EXCLUSION

Unless specifically endorsed, this policy does not insure loss of or damage to any cannabis or cannabis products.

#### 6. COMMUNICABLE DISEASE EXCLUSION

This policy does not insure:

- (a) loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses, directly or indirectly arising from, caused by, in consequence of, or in any way involving actual or threatened contact with, spread of, exposure to or infection by "Communicable Disease".
- (b) loss or costs arising out of any activity or decision of a government agency or other entity to prevent, or respond to "Communicable Disease", including by declaration of epidemic, pandemic, or other emergency order.

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

"Communicable Disease" means any infectious disease, virus, bacterium or other microorganism which can be transmitted directly or indirectly from any human or animal organism to another human or animal organism, including by but not limited to: airborne transmission; bodily fluid transmission; transmission from or to any surface or object; or solid, liquid or gas or between organisms.

## PART C – LIABILITY EXCLUSIONS

For the purposes of this section, liability forms include all forms which provide coverage for the insured's legal liability to others.

#### 1. CYBER EXCLUSION

Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations) or any EXPERT Cyber form.

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any:

- (a) "Cyber Loss";
- (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "Data", including any amount pertaining to the value of such "Data". Any loss relating to "Data" will not be considered physical loss or damage.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

"Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any "Computer System".

"Cyber Incident" means:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any "Computer System"; or
- (ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any "Computer System".

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

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

#### 2. REACTIVE AGGREGATES EXCLUSION

Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations).

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any actual or alleged liability for any legal remedy of any kind whatsoever, including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind, in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving any "Reactive Aggregate" in any form and in any quantity.

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

"Reactive Aggregates" means aggregates or granular substances that either expand or develop expansive by-products when introduced to certain chemical compounds, including but not limited to, those containing pyrite, pyrrhotite, ferrous sulfide, and any materials containing such or similar reactive aggregates or granular substances.

**3. SILICA EXCLUSION**

Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations).

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any actual or alleged liability for any legal remedy of any kind whatsoever, including but not limited to damages, interest, mandatory or other injunctive relief, statutory order or penalties, legal or other costs, or expenses of any kind, arising directly or indirectly, in consequence of or in any way involving actual, alleged or threatened exposure to "Silica" or "Silica Related Dust" in any form and in any quantity.

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

"Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica Related Dust" means a mixture or combination of silica and other dust or particles.

**4. PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION**

Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations).

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, directly or indirectly originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any "PFAS" in any form and in any quantity.

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

For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any "PFAS" in any form and in any quantity.

"PFAS" means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- (a) perfluorinated methyl group (-CF<sub>3</sub>); or
- (b) perfluorinated methylene group (-CF<sub>2</sub>-).

