

GESTIONNAIRES
D'ASSURANCES

SUM

STRATEGIC
UNDERWRITING
MANAGERS INC

A subsidiary of **ONE80**
INTERMEDIARIES

1001 De Maisonneuve Blvd W, Suite 900, Montréal, QC, H3A 3C8
T: 514-845-7861 or 1-855-845-7861 | F: 514-844-7862
www.assurancesum.ca

18 King St. E., Suite 300 Toronto, ON M5C 1C4
T: 416-603-7864 or 1-877-603-7864 | F: 416-603-7861
www.suminsurance.ca

TRANSPORTATION BROKER LEGAL LIABILITY POLICY
POLICY NUMBER: SUM-LOG-39214-003

DECLARATIONS

NAME INSURED: Lift 'n' Go Corporation

MAILING ADDRESS: 100-5060 Spectrum Way 3rd Floor
Mississauga, ON, L4W 5N6

POLICY PERIOD: **FROM:** June 1, 2026 **TO:** June 1, 2027
12.01 a.m. standard time at the mailing address of the Named Insured as stated herein.

GEOGRAPHIC LIMITS: Canada and/or USA

LIMITS OF INSURANCE:

	Limits (per occurrence)	Aggregate
Cargo Legal Liability	\$250,000	\$500,000
Error and Omissions	\$250,000	\$250,000
Contingent Cargo Liability	\$250,000	\$500,000

DEPOSIT PREMIUM PAYABLE: \$6,250.00

MINIMUM RETAINED: 25 %

ADJUSTMENT RATE: 0.2500 %

GROSS RECEIPTS: \$250,000

BROKER: Canadian Insurance Brokers Inc (CIBI)
203-245 Fairview Mall Dr
North York, ON, M2J 4T1

DEDUCTIBLE: \$2,500 CAD on any one occurrence

OTHER DEDUCTIBLE: N/A

BUSINESS OF THE INSURED: Load Broker

LOSS PAYEE: Claim, if any, under this policy shall be adjusted with and payable to the Insured and the owner of the Property lost &/or damaged.

NOTICE OF LOSS: Report to **BOTH** SIAdvisers at claims@siadvisers.com and SUM Insurance at claims@suminsurance.ca.

COMPANY PROVIDING INSURANCE: Refer to the List of Subscribing Companies Endorsement

In consideration of the payment of the premium as agreed hereunder, the Insurers listed on the List of Subscribing Companies hereby agree to indemnify the Insured for loss and/or damage as hereinafter set forth, subject to the terms contained herein or which may be endorsed hereon and the Transportation Broker Legal Liability Insuring Conditions referentially incorporated herein as provided for below. If the Insured makes any claim knowing it to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.

Indemnification Clause

The Insurers shall not be required to indemnify the Insured for an amount greater than the least of: (1) the Insured's legal liability for loss or damage to Property of its clients; (2) the actual depreciated market value of the Property at the time and place where it was lost or damaged; and (3) the cost to repair or replace the Property in like conditions and quality at the time of its loss or damage

Insuring Conditions:

The Transportation Broker Liability Policy Insuring Conditions attached.

Warranties:

Warranted that all carriers with whom the Insured contracts for the purpose of transporting the property have their own legal liability insurance arrangements and that they submitted to the Insured a PROOF OF INSURANCE for at least the value of the load carried.

Warranted that the insurance provided by this policy does not apply to or cover cargo in vehicles owned, leased or operated by the named insured, their agents or employees.

Warranted that the insured shall issue no Bill of Lading or contract which states or could be interpreted to mean that the insured is acting as a carrier or in any capacity other than that of a transit load/transportation broker as hereinabove defined.

IMPORTANT NOTE:

THE TRANSPORTATION BROKER LEGAL LIABILITY INSURING CONDITIONS SHOULD BE CAREFULLY READ AND CONSIDERED AS THEY CONTAIN TERMS WHICH DEFINE THE SCOPE OF COVERAGE, WARRANTIES, COVERAGE EXCLUSIONS, EXCLUSIONS PERTAINING TO PROPERTY, PRESCRIPTION PERIOD PERTAINING TO ACTIONS AGAINST THE INSURERS. CHOICE OF JURISDICTION AND APPLICABLE LAW PROVISIONS AND OTHER IMPORTANT CONDITIONS.

The parties agree that the present be drafted in the English language. Les parties conviennent que la présente soit rédigée dans la langue anglaise.



Signed on behalf of the Company by Strategic Underwriting Managers Inc., a subsidiary of One80 Intermediaries on behalf of the Companies providing Insurance

Authorized Representative

NAME OF INSURED: Lift 'n' Go Corporation

POLICY NUMBER: SUM-LOG-39214-003

Schedule of Endorsements (not applicable if blank)

Economic Sanctions: This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

LSW 1542F - Lloyd's Underwriters' Policyholders' Complaint Protocol

LSW 1565C - Code of Consumer Rights and Responsibilities

LSW 1543D - Privacy: Notice Concerning Personal Information

LMA 3100 - Sanction Limitation and Exclusion Clause

LMA 5028B - Service of Suit Clause (Canada)

LMA 5096 - Several Liability Clause

LMA 5403 - Marine Cyber Endorsement

LSW 1550 - Identification of Insurer/Action Against Insurer

CL370 - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause

Compliance with the Law

JH2020-007 JHC Communicable Disease Exclusion

Privacy Policy Notice

Named Insured: Lift 'n' Go Corporation
Policy Number: SUM-LOG-39214-003
Effective Date: June 1, 2026

List of Subscribing Companies

We, the **Subscribing Companies** as shown below or substituted or added by endorsement, will severally and not jointly pay those sums as described in the Limits of Liability as provided in the Declarations for the proportion shown below and in accordance with this Coverage Form(s).

It is agreed that our liability individually as companies shall be limited to the proportion of the Limits of Liability shown below for each Company, and to the same proportion of any loss, claim or expense paid or payable in accordance with the Coverage Form.

Subscribing Companies	Limits of Insurance Percentage	Premium
Certain Underwriters at Lloyd's under the Authority of Unique Market Reference Number: B128411555M25	60.00 %	\$3,750.00
Sovereign General Insurance Company	30.00 %	\$1,875.00
Aviva Insurance Company of Canada	10.00 %	\$625.00

Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request

Transportation Broker Legal Liability Policy

Insuring Conditions

Strategic Underwriting Managers Inc.
18 King Street East, Suite 300
Toronto, Ontario M5C 1C4

1. Definitions

“AIMU” means the American Institute of Marine Underwriters.

“AIMU Chemical, Biological, Biochemical and Electromagnetic Exclusion” means the clause contained in Schedule 2 hereof.

“AIMU Extended Radioactive Contamination” Exclusion Clause means the clause contained in Schedule 1 hereof.

“Application” means Application for Transportation Broker Legal Liability, Errors & Omissions and Contingent Liability Insurance Policy signed by the Insured and submitted to the Insurer.

“Broker” means the Insured’s agent who signed the Application.

“Contingent Liability” means the liability of the Insured which arises if the carrier it engages is denied coverage by its legal liability insurer for reasons not attributable to the Insured and which are beyond the control of the Insured.

“Gross Receipts” means total charges (collected or uncollected) made in connection with the above operations of the insured during the period of this insurance. No deduction shall be made from the Gross Receipts in respect of any subcontracted work. Gross Receipts is not revenue earned.

“Insured” means the Named Insured and includes any representative of the Insured, executive officer, director or stockholder thereof while acting within the scope of his/her duties as such. If the Named Insured is a partnership, the Insured includes any partner thereof but only with respect to his/her liability as such.

“Insurer” means the insurers named in the Transportation Broker Liability Policy issued by Ace-Ina Insurance to the Insured.

“Insuring Conditions” means the Transportation Broker Legal Liability Policy Insuring Conditions.

“Legal Liability” means the condemnation by final judgment or award of any competent court, tribunal or arbitration panel to pay damages to another party.

“Minimum Retained Premium” means the amount so specified in the Transportation Broker Liability Policy.

“Policy” means the Transportation Broker Liability Policy issued by Ace-Ina Insurance to the Insured.

“Proof of Insurance” means a certificate of insurance signed by the carrier’s broker or by the carrier’s insurer or by the Insurer.

“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.

“Transportation Broker” means a person or company who/which acts as an intermediary between a shipper and a carrier of goods; this definition shall not be extended under any circumstance to a person or company who/which handles, ships, stores, processes, loads, cares for, has within its custody, or carries goods.

“United States Terrorism Risk Insurance Act Endorsement” means the clause contained in Schedule 3 hereof.

2. Legal Liability Coverage

This insurance covers the legal liability imposed by law upon the Insured when acting as a Transportation Broker arising from hiring the services of carriers pursuant to contracts of carriage evidenced by bills of lading, or otherwise to transport lawful goods or merchandizes (hereinafter called “Property”), within and between the *Geographical Limits* stated on the declaration page.

The Insured WARRANTS that all carriers with whom the Insured contracts for the purpose of transporting the Property have in place at all material times proper and valid carrier’s legal liability insurance with a reputable insurance company and that they have submitted to the Insured a proof of insurance for at least the value of the Property carried. Nothing herein should be deemed to extend the coverage granted under this insurance to such carriers.

3. Errors & Omissions Coverage

This insurance covers such liability as the Insured might incur as a result of acts of negligence, errors or omissions committed by its employees, officers and/or directors in the course of the conduct of its business as a Transportation Broker with respect to shipments within &/or between the *Geographical Limits* stated on the declaration page.

4. Contingent Liability Coverage

This insurance is extended to cover “CONTINGENT LIABILITY”: (1) if the Warranty stipulated in clause 2 above has been strictly complied with in all respects; (2) if the legal liability insurer of the carrier engaged by the Insured has denied coverage for reasons not attributable to the Insured and which are beyond the control of the Insured; (3) so long as the existence of this “Contingent Liability” coverage has not been disclosed to the said carrier or to any other party involved unless such disclosure is required by law; and (4) solely to the extent that loss or damage to the Property has been determined by final judgment or by agreement to which the Insurer has given its written consent.

Notwithstanding the applicable policy limit, Contingent Liability coverage is limited to an amount not great than CDN \$2.00 pound of the Property.

In no event shall this insurance inure to the benefit of such carriers or any other party or their insurers.

When any claim is paid under this clause, the Insurer shall be subrogated to all rights of recovery, including rights against any other party involved.

5. Warranties Clause

a) Warranted that all carriers with whom the Insured contracts for the purpose of transporting the Property have their own proper and valid carrier's legal liability insurance with a reputable insurance company and that they have submitted to the Insured a proof of insurance for at least the value of the load carried.

b) Warranted that the insurance provided by this Policy does not apply to or cover property in vehicles owned, leased or operated by the named Insured, its agents and employees.

c) Warranted that the Insured shall not issue any Bill of Lading or sign any contract or otherwise state in writing or communicate orally to any person anything which could be interpreted to mean that the Insured is acting as a carrier or in any capacity other than that of a transportation broker.

6. Premium Adjustment

a) Within thirty (30) days after the expiry dates of this Policy the Insured shall file, in writing, with the Insurer a premium adjustment application showing the "Gross Receipts" (whether collected or not) from the Insured's Brokerage operations. The Actual premium for the expired policy period shall be calculated at the rate noted on the Declaration Page per \$100 of Gross Receipts from the said operations.

b) The Deposit Premium stated on the Declaration Page is provisional and is based on Annual Gross Receipts. Upon the expiry of this policy the actual earned premium shall be calculated on the total "Gross Receipts" reported in accordance with clause 6a) above. If the premium so calculated exceeds the provisional premium the Insured will pay to the Insurer the amount of the excess; if such premium is less than the provisional premium the Insurer will retain in full the Minimum Retained Premium indicated on the Declaration Page.

c) It is warranted by the insured that a detailed record of gross receipts will be maintained, which record shall be open for the inspection by a duly authorized representative of the Insurer at all reasonable times during the policy period and for one year thereafter.

d) In the event of cancellation, the Insured agrees to render to the Insurer a statement of the true and correct "Gross Receipts" up to the effective date of cancellation. The earned premium shall then be calculated on the amount of "Gross Receipts" so reported at the rate specified in above. If the premium so calculated exceeds the provisional premium the Insured will pay the Insurer the amount of the excess; if the earned premium is less than the Minimum Retained Premium as indicated above on the Declaration Page, such Minimum Retained Premium is deemed fully earned by the Insurer.

7. Exclusions

The Insurer shall not be liable, nor shall this policy cover any claims or suits for loss, damage or destruction arising from the following:

- a) loss or damage caused by or resulting from infidelity and/or dishonesty of the Insured including its employees, officers and directors;
- b) loss or damage as a consequence of delay, loss of market, or loss of use;
- c) mysterious or unexplained loss;
- d) loss or shortage disclosed upon taking inventory;
- e) loss of or damage caused by strikers, locked out workmen, or persons taking part in labour disturbances;
- f) loss or of damage arising from capture, seizure or detention, or from any attempt thereat or the consequences therefrom;
- g) loss or of damage arising from war, invasion, hostilities, rebellion, insurrection, seizure or destructions under quarantine;
- h) loss of or a damage arising from customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation and/or trade;
- i) claims for punitive, exemplary or multiplied damages;
- j) claims made by any person or corporation employed or in any manner controlled or directed by the Insured, including claims arising from any dispute between the Insured and any related, associated, subsidiary, sister, or parent company;
- k) claims for or arising from injury to persons including bodily injury or sickness, physical condition, mental anguish, emotional distress or death;
- l) claims resulting from arrest, imprisonment, detention of goods or people, libel, slander, defamation of character, discrimination and/or harassment; wrongful entry into premises,
- m) eviction, invasion of any right of privacy, malicious prosecution, advertising offences, infringement of intellectual property, plagiarism, piracy or misappropriation of an idea, unfair competition, or restraint of trade;
- n) claims resulting from the violation of any law, ordinance or regulation, including claims for fines, penalties, customs duties, taxes, or liquidated damages imposed by a government authority including but not limited to any state, region or local authority;
- o) claims arising from the violation of any antitrust or unfair competition laws or regulations or from unfair or deceptive trade practices;

- p) claims arising out of activity, transaction, or incident involving atomic, nuclear or radioactive energy fuels/materials/products/by-products or devices of any kind, nuclear reactors or nuclear reactor installations, laboratories handling radio-active materials, “critical facilities”, or any installation using any quantity of radioactive isotopes or other products of nuclear fusion or fission;
- q) claims concerning insurance or surety bond advise or arrangements;
- r) claims as defined in the *AIMU Extended Radioactive Contamination Exclusion Clause*;
- s) claims as defined in the *AIMU Chemical, Biological, Biochemical and Electromagnetic Exclusion* clause; and
- t) claims as defined in the *United States Terrorism Risk Insurance Act Endorsement*

8. Property Excluded

- a) The Insurers shall not be liable, nor shall this policy cover any claims or suits for loss, damage or destruction of the following:
- b) accounts, bills, deeds, evidence of debts, letters of credit, passports, tickets, documents, manuscripts, bank notes, drawings, plans, valuable papers, stamps, securities, currency, money, bullion, precious stones, precious metal, silver, jewellery or other similar valuables, paintings, statuary, artifacts, or other works of art, antiques, or furs, fur-trimmed garments &/or similar interests;
- c) furs, narcotics, manufactured tobacco products;
- d) animals, livestock, fish, birds;
- e) properly illegally acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
- f) property carried &/or stored gratuitously or as an accommodations; and
- g) computer chips, peripherals etc.

9. Pollution Exclusion Clause

The cover provided by this insurance shall in no case extend to or be deemed to extend to include any claim in respect of or arising directly or indirectly from:

- a) pollution or contamination of any real or personal property or any person or thing whatsoever; and
- b) any measures taken by any person (including measures taken by, on behalf of, or any government or authority) to avert or minimize such pollution or contamination arising from any discharge or escape (whether actual or apprehended).

GENERAL CONDITIONS

1. Notice of Loss

In case of loss or accident which may give rise to a claim under this policy, even if such claim is groundless, false or fraudulent, the Insured agrees to give prompt notice thereof to the Insurer but in no event later than thirty (30) days after occurrence of such loss or accident becomes known to the Insured. Failure to give prompt notice as provided for herein entitles the Insurer to refuse to indemnify and/or to defend the Insured.

2. Cooperation by Insured

The Insurer shall not be liable for any loss, which, without its consent, has been settled or compromised with any other party.

The Insured shall take all reasonable means to protect, safeguard and salvage the Property and shall cooperate with the Insurer in facilitating the investigation and deposition of claims and suits and upon the Insurer's request, shall attend hearing and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits; but the Insured shall not, except at his own cost, voluntarily assume any liability nor incur any expense, nor settle any claim without the written consent of the Insurer previously given. The Insurer reserves the right to settle any claim suit or other proceeding, as it may deem expedient.

3. Control of Claims

The Insured shall not make any admission of liability either before or after any occurrence which could result in a claim for which the Insurer may be liable. The Insurer shall not be liable for any loss, which, without its consent, has been settled or compromised with any other party. The Insured shall not interfere in any negotiations of the Insurer for settlement of any legal proceedings in respect of any occurrence for which the Insurer may be liable under this policy, the Insured is obligated to and shall take such steps to protect his and/or the Insurer's interests as would reasonable be taken in the absence of this or similar insurance.

4. Assignment and Transfer

The Insured shall not be entitled to assign or transfer its interest in this Policy.

5. Action Against Insurer

No action shall lie against the Insurer unless; (1) the Insured has fully complied with all the terms of the Policy and the Insuring Conditions; (2) the amount of the Insured's liability shall have been determined either by final judgment or by agreement to which the insurer has given its written consent; and (3) any such action against the Insurer shall be commenced within one year after the cause of action arose and not afterwards.

6. Legal Defense

The Insurer shall defend the Insured subject to the following terms: (1) the claim amount must be in excess of the applicable policy deductible; (2) the Insurer will pay the cost of

defense; (3) the Insurer has the right to appoint and instruct defense counsel; and (4) defense costs fall within the applicable policy limit such that the maximum amount payable by the Insurer whether by indemnification, defense costs or costs payable by court order shall be no more than the applicable policy limit, the whole subject to the Policy terms including the Insuring Conditions and the applicable policy limit.

7. Audit

The Insurer, through any authorized representative and at all reasonable times, shall have access to the Insured's books and records for the purpose of determining any fact relating to this insurance. Any evasion or attempted evasion by the Insured in connection with monthly statements, payment of premium hereunder, or any matter relating to this insurance shall void such Policy and shall be an absolute defense to any suit or action brought under such Policy.

8. Subrogation

The Insurer shall be subrogated to all the rights, which the Insured may have against any other person, or entity, in respect of any claim or payment made under this policy, to the extent of such payment, and the Insured shall, upon the request of the Insurer, execute all documents necessary to secure to the Insurer such rights. The Insured shall do nothing after loss to prejudice such rights.

9. Terrorism Exclusion

The insurance in this Policy does not apply to "bodily injury", "property damage", or "personal injury" arising directly or indirectly, in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage", or "personal injury".

10. Concealment or Misrepresentation

The entire Policy shall be void ab initio if the Insured, or his agent, has concealed or misrepresented in writing, or otherwise, any material facts or circumstances concerning this insurance or the subject thereof, or if the Insured or his agent has been guilty of a fraudulent action or attempted fraud or has sworn falsely in reference to any matter or subject relating to this insurance whether before or after a loss.

11. Change of Risk

It is a condition of this insurance that the Insured shall maintain, so far as is written within his or their control, such protective safeguards as were represented by the Insured to be in effect at the time of attachment of this Insurance. Any change materials to the risk and within the control and knowledge of the Insured voids the Policy, as to the part affected thereby, unless the change is promptly notified in writing to the Insurer and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the Policy, or may notify the Insured in writing that, if he desires the Policy to continue in force, he must, within fifteen (15) days of receipt of the notice, pay to the Insurer an Additional Premium; and in default of such payment the Policy shall no longer be in force and the Insurer shall return the unearned portion, if any, of the premium paid, subject to the Minimum Retained Premium stated elsewhere in this policy.

12. Other Insurance

Where any other insurance exists in the name of the Insured or to which the Insured may benefit and which covers the Subject Matters of this insurance, the insurance hereunder shall be considered as excess insurance and shall not apply or contribute to the payment of any loss until the amount collectable from such other insurance shall have been exhausted and then shall be liable, subject to the terms and conditions of this Policy only for any excess of the amount payable under such other insurance.

13. Cancellation

The Insured may cancel this policy at any time by delivering or mailing to the insurer a written notice specifying the date upon which the cancellation is to be effective, such cancellation entitling the Insured to a refund of 80% of any premium not earned by the Insurer as of the date of cancellation. The Insurer may cancel the policy by delivering or mailing to the Insured a written notice of not less than thirty (30) days prior to the stated effective date of cancellation and such cancellation by the Insurer will entitle the Insured to a refund of premium computed pro-rata on the unearned portion.

14. Severability

In the event that any part of this agreement is found to be unenforceable, the remainder of this agreement shall continue in full force and effect. The Application, the Policy and the Insuring Conditions embody the entire agreement between the Insured and the Insurer.

15. Choice of Jurisdiction and Applicable Law

The Application, the Policy and the Insuring Conditions shall be governed by, subject to and interpreted in all respects in accordance with the laws of the Province of Ontario and all disputes in connection with or relating thereto shall be referred to the Ontario Superior Court of Justice.

16. Several Liability Clause

The subscribing Insurer's obligations under this contract of insurance are several and not joint and are limited solely to the extent of its individual percentage participation. The subscribing Insurer is not responsible for the subscription of any co-subscribing Insurer which for any reason does not satisfy all or part of its obligations.

17. Contracts and Agreements

The Insured agrees to submit to the Company for approval exact copies of all contracts entered into in connection with its Insured Services, and further agrees to submit to the Company any changes in such contracts, or any new contracts entered into within fifteen (15) days, failing which this Policy shall be suspended with respect to liabilities assumed under such contracts until copies of contracts or amendments thereto have been submitted to and approved by the Company.

Failure to comply with this requirement in respect of any agreement, contract or amendment shall not operate to the prejudice of any claim in respect of liabilities assumed under similar prior agreement(s), contract(s), or amendment(s) in which the Insured has fully complied with the terms of the foregoing clause.

This suspension shall only apply to liability assumed under contract or otherwise in extension of the liability imposed upon the Insured by law in the absence of any such contracts or amendments.

18. English Text Clause

The Insured declares and covenants with the Insurer that the policy of insurance has been drawn in the English language and to enable these coverages to be underwritten by the markets offering the requisite facilities, and to permit usage of the necessary clauses in the language of customary issuance and interpretation thereby to avoid confusion, misinterpretation and/or disparity of coverage, as could otherwise be detrimental to his interest.

L'assuré(e) déclare et convient avec l'Assureur que la présente Police d'assurance a été rédigée dans la langue anglaise afin de permettre que ces couvertures soient souscrites par les Marchés offrant les facilités requises et afin de permettre l'usage des clauses nécessaires dans la langue de leur publication et interprétation coutumière, évitant ainsi la confusion, l'erreur d'interprétation et/ou la disparité de couverture qui pourraient autrement être préjudiciables à ses intérêts.

SCHEDULE I

AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (March 1, 2003) WITH U.S.A. ENDORSEMENT

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:
 - 1.1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - 1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that

if fire is an insured peril

and

where the subject matter insured is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more the causes detailed in Sub-Clauses 1.1, 1.2 and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 and loss or damage arising directly from that fire shall, subject to the provision of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

SCHEDULE 2

AIMU CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION CLAUSE (March 1, 2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

Termination of Transit Clause, Terrorism

It is understood and agreed that this Termination of Transit Clause shall be paramount and absolute, overriding any clause or clauses, or any other provisions stamped or endorsed to this open cargo policy.

1. Notwithstanding any provisions to the contrary contained in this policy, its endorsements, or the clauses referred therein, it is understood and agreed that insofar as this policy covers loss or damage to the subject matter insured directly caused by the act or acts of one or more persons, whether or not agents of a sovereign power, carried out political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional, such cover is conditional upon the subject matter insured being in the ordinary course of transit and, in any event, shall terminate:

either

- 1.1. As per the transit clauses within or any other provisions stamped or endorsed to this open cargo policy.

or

- 1.2. on delivery to the Consignee's or other final warehouse or place of storage on delivery at the destination named herein;
- 1.3. on delivery to any warehouse or place of storage, whether prior to or at the destination named herein, which the Insured elect to use either for storage, processing, exhibition or any other like facility, other than the ordinary course of transit or for allocations or distribution,

or

- 1.4. in respect of wet marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the vessel at the port of discharge,
- 1.5. in respect of overland transits, not considered to be transshipments as part of 1.4, on the expiry of 60 days after commencement of the overland conveyance,

- 1.6. in respect of air transits, on the expiry of 30 days after unloading the subject matter from the aircraft at the place of discharge, whichever shall occur first
2. If this policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
3. This clause is subject to Canadian law and practice.

JHC Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary in this (re)insurance, it is hereby agreed that this (re)insurance excludes absolutely all Communicable Disease Loss, save where the conditions of the Infected Individual Exception are met.

2.1 “**Communicable Disease Loss**” shall mean all loss, damage, liability, or expense of whatsoever nature, proximately caused by or significantly caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being

- a) a Communicable Disease, and/or
- b) the fear or threat, whether actual or perceived, of a Communicable Disease, and/or
- c) any recommendation, decision or measure, made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimise legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or
- d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entity

regardless of any other cause or circumstance contributing concurrently or in any other sequence thereto.

2.2 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), recommendations, decisions and measures by whomsoever taken to tie-up, lay-up or maintain at anchor, in port or elsewhere, any vessel, conveyance, rig or platform pending resumption of cruising, operation, trading, cargo loading or discharge or other customary use shall not constitute Excluded Circumstances, notwithstanding they or any of them may have been taken for the reasons set out in 2 (c) above.

3. “**Communicable Disease**” shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where:

- a) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas and
- c) the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair

human physical or mental health or adversely affect the value of or safe use of property of any kind.

4.1 The **Infected Individual Exception** shall apply where (1) the actions or decisions of any individual infected or allegedly infected with a Communicable Disease cause or contribute to an alleged loss event and (2) neither such action nor decision nor the alleged cause of the loss event itself was a recommendation, decision or measure as defined at 2.1 (c) or 2.1 (d) above.

4.2 Where those conditions are met, the fact or possibility that the individual's action(s) or decision(s) were impaired or affected by or caused by that individual's alleged or actual infection shall not exclude recovery of a Loss otherwise recoverable hereon provided always that there shall be no cover for loss, damage, liability, or expense arising from any increase in the spread, incidence, severity or recurrence of a Communicable Disease consequent on that individual's actions or decisions.

JH2020-007
4/08/2020

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

E-mail: info@lloyds.ca

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

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

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

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

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

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

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

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

Right To Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy, at least thirty days prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy at least forty-five days prior to the expiration of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide you written information that details how or she is paid, by whom, and in what ways.

Insurance companies will disclose their compensation arrangements with their distribution networks. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to ask questions and share information

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

Right to complaint resolution

Insurance companies, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access your company's complaint resolution process. Your insurer, agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Disputes involving claims settlement matters may be handled by the independent General Insurance OmbudService www.giocanada.org where your complaint may be referred to an independent mediator.

Responsibility to resolve disputes

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

Right to professional service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you. These standards are outlined in *A Consumer's Guide to Property and Casualty Insurance Transactions*, supported by members of the Insurance Brokers Association of Canada.

Right to privacy

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

LSW1565C

PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION**Who we are**

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

What personal information we collect

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

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

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

How we use your information

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

Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration

- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

Authority to collect, use and disclose personal information

When you share information with us for particular purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

How to access your personal information

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request

that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at info@lloyds.ca.

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

Changes

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

How to contact us

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: info@lloyds.ca.

05/19

LSW1543D

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100

SERVICE OF SUIT CLAUSE (CANADA)
(Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney in Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8

LMA5028B
15 April 2022

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

Marine Cyber Endorsement

Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403

11 November 2019



IDENTIFICATION OF INSURER / ACTION AGAINST INSURER
Lloyd's Approved Coverholder ("the Coverholder"):
[Insert name and complete address of Canadian Coverholder]

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

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

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

10/20
LSW1550

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND
ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This Clause shall be paramount and shall override anything contained in the insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

COMPLIANCE WITH THE LAW

Without prejudice to any of the rights or obligations otherwise specified in the Agreement, the Coverholder shall ensure that all acts necessary under the law applicable for the legal and proper handling of all insurances bound or intended to be bound shall be carried.

Privacy Policy Notice

HDI Global Specialty SE (“HDI Global Specialty”) is an insurance company whose registered home office address is Podbielskistraße 396, 30659 Hannover, Germany. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation (“GDPR”). HDI Global Specialty operates a Canadian branch located at 220 Bay Street, Suite 400, Toronto, Ontario Canada (“HSCB”). In addition to complying with the GDPR, HSCB also complies with the Personal Information Protection and Electronic Documents Act (“PIPEDA”) and, where applicable, with the “PIPA Alberta”, “PIPA BC”, and “Quebec Privacy Act”.

The following link contains the HSCB privacy policy, including notice on how we may collect and process your personal information:

https://www.hdi-specialty.com/downloads/International/privacy/Fachinfo_Specialty_Privacy-Policy_Canada_EN_201210.pdf

HDI Global Specialty’s complete privacy policy can be found at the following link:

<https://www.hdi-specialty.com/int/en/legals/privacy>

Paper copies of the privacy policies are available upon request.