This is Exhibit A referred to in the

Affidavit of [redacted]

Sworn before me, this 21st day

of January, 2020

[redacted]

A Commissioner for Taking Affidavits

[redacted] a Commissioner, etc.,
Province of Ontario, for [redacted]
Barristers and Solicitors
Expires April 20, 2021.

PUBLIC ENTITY CASUALTY POLICY

Replacing Policy No. RENEWAL　　　　　　　　　　Policy No.

DECLARATIONS

The Subscribing Companies, hereinafter called the Insurer, agree to insure, subject to the statements contained in the Declarations, the Insured, in accordance with the Terms, Conditions, Forms, Riders and Endorsements of this Policy.

Broker　　INSURANCE BROKERS LIMITED　　Address　　ON

Name and Address of Insured

CORPORATION OF THE CITY

The Insured's operations are

MUNICIPAL CORPORATION

Policy Period:　　From JUNE 30, 2013　　To JUNE 30, 2014

at 12:01 a.m. Standard Time at the address of the Insured

The limits, amounts and premiums stipulated in this policy are in Canadian currency.

PUBLIC ENTITY CASUALTY POLICY

SCHEDULE OF COVERAGES

Insurance is afforded only under those Parts of the policy for which a premium is shown opposite such Part below. The insurance afforded under any Part is only in the amounts and to the extent set forth in such Part, subject to all terms, conditions and exclusions of the applicable Part.

In each Part, where the word "policy" appears it refers to the particular Part in which it appears and not to any other Part or to the entire policy.

	Coverage	Subtotals	Total Premium
Part A	General Liability		$ 577,125
Part B	Errors and Omissions Liability		$ 33,051
Part C	Non-Owned Automobile		$ 465
Part D	Environmental Liability		$ 19,658
Part E	Comprehensive Crime		$ 5,365
Part F	Board Members' Accident		$ 558
	On Duty	$ 558	
	24 Hour Coverage	$ NOT INSURED	
	Critical Illness	$ NOT INSURED	
Part F1	Volunteers' Accident		$ NOT INSURED
Part G	Firefighters' Accident		$ NOT INSURED
Part H	Conflict of Interest Reimbursement		$ 512
Part I	Legal Expense Reimbursement		$ 2,417

TOTAL POLICY PREMIUM $ 639,151

MINIMUM RETAINED PREMIUM $ 95,873

THE INSURERS

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted therefor or added thereto by endorsement, the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly agree, each for the proportion set against its name in the List of Subscribing Companies, that if the insurance described in The Schedule of Coverages of this policy is provided by the terms of this policy and endorsements attached hereto, while the policy is in force, the Insurers will indemnify the Insured against the loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual, or such other proportion as may be substituted by endorsement.

SUBSCRIBING COMPANIES

Name of Insurer	Proportion of Indemnity	Premium
THE GUARANTEE COMPANY OF NORTH AMERICA	55%	$ 351,534
NORTHBRIDGE GENERAL INSURANCE CORPORATION	25	159,788
TEMPLE INSURANCE COMPANY	20	127,829
TOTALS	100%	$ 639,151

In witness whereof the Insurers have duly authorized the [redacted] Limited to execute and sign this policy on their behalf for the proportions of indemnity so stated above.

June 20, 2013

Dated at Princeton, Ontario

[redacted] COMPANY LIMITED

[redacted]

President

Authorized Representative

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

DATA
EXCLUSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER PART D ENVIRONMENTAL LIABILITY, ENVIRONMENTAL LIABILITY, COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION, PART E CRIME OR OTHER CRIME COVERAGE

Words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section.
These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the application, and subject to the declarations and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the Named Insured as follows:

The following EXCLUSIONS and DEFINITIONS are hereby added as stated below.

When Insurance is provided under any Environmental Liability Policy

EXCLUSION - ADDED

This policy does not apply to:

any liability for:

(a) erasure, destruction, corruption, misappropriation, misinterpretation of "data";
(b) erroneously creating, amending, entering, deleting or using "data" including loss of use arising therefrom;
(c) Personal Injury or Advertising Liability arising out of the distribution or display of "data" by means of an internet web site, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "data".

When Insurance is provided under the Comprehensive Dishonesty, Disappearance and Destruction, Part E Crime or Other Crime Coverage

EXCLUSION - ADDED

This policy does not apply to:

(a) "data";
(b) loss or damage caused directly or indirectly by a "data problem".

DEFINITIONS - ADDED

When used in this endorsement:

"Data" means representation of information or concepts in any form.

"Data Problem" means:

(a) erasure, destruction, corruption, misappropriation, misinterpretation of "data";
(b) erroneously creating, amending, entering, deleting or using "data"; or
(c) inability to receive, transmit or use "data".

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

SCHEDULE OF COVERAGE

PART A

MUNICIPAL LIABILITY

Item 1 Limit of Liability

The limit of liability of this policy for all damages arising out of one accident or occurrence or series of accidents or occurrences from one cause as insured, is limited to	$	15,000,000

Item 2 Amount of Deductible(s)

(a) Third Party Liability	$	50,000
(b) Sewer Backup	$	50,000
(c) Wrongful Dismissal	$	5,000
(d)	$	

Item 3 Forms Applicable

Name	**Form No.**
Municipal Liability	CWMX3252-0413
Terrorism Exclusion	CNGX3141-0508
Electrical Power Supply Exclusion	CNGX3444-0811
Additional Insured(s)	GNGX403-0111
Exclusion of Specified Location, Operation or Entity	CNGX3123-0711
Sewer Back Up Extension	CNGX3140-0508
Wrongful Dismissal (Legal Expense)	CNGX3143-0508
Municipal Marina Liability	CNGX3125-0508

PART A - MUNICIPAL LIABILITY

The Insurer agrees with the Insured, named in the SCHEDULE OF COVERAGE made a part hereof, in consideration of the payment of the premium and subject to the limitations, terms and conditions of this part of the policy and any endorsements attached hereto:

INSURING AGREEMENTS

I. BODILY INJURY LIABILITY: To pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of the liability imposed upon the Insured by law or assumed by the Insured under an insured contract as defined below, for compensatory damages because of bodily injury, sickness, disease, shock, mental anguish, mental injury, assault and battery sustained during the policy period by any person and death at any time resulting therefrom.

II. PROPERTY DAMAGE LIABILITY: To pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of the liability imposed upon the Insured by law or assumed by the Insured under an insured contract as defined below, for compensatory damages because of physical injury to or destruction of tangible property including loss of use of tangible property which has not been physically injured or destroyed, sustained during the policy period and caused by an accident or an occurrence which means an unexpected event or happening or a continuous or repeated exposure to conditions resulting in unexpected damage, provided the Insured did not intend or anticipate that damage would result. For the purposes of this insurance "electronic data" is not considered tangible property.

III. PERSONAL INJURY LIABILITY: To pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of liability imposed upon the Insured by law for compensatory damages because of injury sustained by any person or persons caused by false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, humiliation, invasion of privacy, wrongful eviction, wrongful entry and discrimination arising out of an offense including injury derived from an "advertisement" committed during the policy period.

IV. INSURED CONTRACT: To pay all sums which the Insured shall become obligated to pay under the terms of an agreement wholly in writing, by reason of liability imposed by law upon another party for injury to any person, or physical injury to or destruction of tangible property caused by accident or occurrence as defined in II above, during the policy period, which the Insured has specifically agreed to assume. However, such Liability arising out of the rendering of, or the failure to render, any professional services including consulting scientific or technical services is specifically Excluded.

V. TENANTS' LEGAL LIABILITY: To pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of the liability imposed upon the Insured by law for compensatory damages because of physical injury to or destruction of tangible property sustained during the policy period and caused by accident to structures or portions thereof rented to or occupied by the Insured, including fixtures permanently attached thereto.

VI. LIQUOR LICENSE ACT: To pay on behalf of the Insured all sums which the Insured shall become obligated to pay as compensatory damages because of bodily injury to any person or physical injury to or destruction of tangible property sustained during the policy period by any person or death at any time resulting therefrom by reason of the liability imposed upon the Insured by this Act.

ADDITIONAL INSURING AGREEMENTS

With respect only to the coverages provided by the Insuring Agreement, the Insurer further agrees with the Insured:

1. Upon receipt of notice of loss or damage caused to persons or property, to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and

2. To defend in the name and on behalf of, any Corporation or person insured by this policy and at the cost of the Insurer, that part of any civil action claiming compensatory damages covered by this policy which may at any time be brought against such Corporation or person on account of such loss or damage to persons or property, even if any of the allegations in such action are groundless, frivolous, false or fraudulent; and

3. To pay all costs assessed against any Corporation or person insured by this policy in any civil action defended by the Insurer and any interest accruing upon that part of the judgment, which is within the limits of the Insurer's liability; and

4. In case the injury be to a person, to reimburse any Corporation or person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of the injury; and

5. To reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at the Insurer's request.

The amounts incurred under these Additional Insuring Agreements shall be payable in addition to the applicable limit of liability of this policy.

DEDUCTIBLE AND REIMBURSEMENT AGREEMENT

1. For the purposes of the Deductible and Reimbursement Agreement:

   A “Claim” means an event, circumstance, accident, occurrence, incident, demand, proceeding or lawsuit which may trigger coverage under any one or more of the Insuring Agreements or Additional Insuring Agreements; and,

   “Expenditures” means money spent by the Insurer in response to a Claim and includes but is not limited to investigation expenses, indemnity payments, settlements paid, defence expenses and expenses covered by the Additional Insuring Agreements.

2. Whether or not any indemnity is paid under any of the Insuring Agreements, the Insured agrees that with respect to each and every Claim, the Insured will reimburse the Insurer’s Expenditures up to the amount of the applicable deductible amounts set out in Item 2 of Part A of the Schedule of Coverage, upon request by the Insurer.

cushion vehicle or of premises as an airport or aircraft landing strip.

(d) the ownership, use or operation by or on behalf of the Insured of any motor vehicle for which a license is required by law except that this exclusion does not apply to liability for loss or damage to any motor vehicle not owned by any Insured which, at the time loss or damage occurs, is in the care, custody or control of an employee of the Insured while engaged in his duties as such or by a police officer in pursuance of his duties, provided that no other valid and collectible insurance is in force.

(e) injury to or destruction of property owned or occupied by or leased to the Insured or any other property used by or in the care, custody or control of the Insured, but this exclusion does not apply to Insuring Agreement V.

(f) any fines or penalties or punitive, penal, exemplary or vindictive damages.

(g) liability arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

(h) Nuclear Energy Liability which means:

  (a) liability imposed by or arising under the Nuclear Liability Act;

  (b) bodily injury, personal injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;

  (c) bodily injury, personal injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:

    (1) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;

    (2) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of a nuclear facility;

    (3) the possession, consumption, use, handling, disposal or transportation of fissionable substances or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this exclusion:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.

2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use, or application of atomic energy.

3. The term "nuclear facility" means:

    (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;

    (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;

    (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium and uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

    (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

   and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

(i) Environmental Liability which means:

    (a) damages or claims or expenses arising directly or indirectly out of the actual, alleged, threatened or potential discharge, dispersal, release or escape of any pollutant at or from any premises, site or location;

    (b) non-compensatory damages or non-compensatory liability of any nature or kind.

   Part (a) of this Exclusion does not, however, apply to:

    (i) bodily injury resulting from a sudden, brief and accidental occurrence;

    (ii) property damage to a third party shown by the Insured to be caused by heat, smoke or fumes caused accidentally by a hostile fire or explosion;

   "Pollutant" herein above means any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

"Waste" includes materials to be recycled, reconditioned or reclaimed.

"Hostile Fire" herein above means a fire which becomes uncontrollable or breaks out from where it was intended to be.

It is understood and agreed that paragraphs (a) and (b) above refer also to claims for ENVIRONMENTAL damages arising out of the ownership, use or operation of a garbage or waste disposal site, landfill, tip or dump.

(j) any claims under Property Damage Liability and Bodily Injury Liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

(k) any claims under Personal Injury Liability arising out of an electronic chat room or bulletin board the Named Insured hosts, owns or over which an Insured exercises control.

CONDITIONS

1. CROSS LIABILITY: This policy shall insure each person, firm or corporation insured hereunder in the same manner and to the same extent as if a separate policy had been issued to each.

2. MORE THAN ONE INSURED: Notwithstanding Condition 1, the inclusion herein of more than one Insured shall not operate to increase the limits of the Insurer's liability.

3. LIMIT OF LIABILITY: Regardless of the number of Insureds under this policy or the number of Insuring Agreements or the number of claims made or suits brought against the Insured(s), the cumulative limit of the Insurer's liability under the policy for damages for any one accident or occurrence shall be the amount stated in the Schedule of Coverage in respect of such accident or occurrence.

4. PRECEDENCE OF PAYMENTS: Any indemnity payable under this policy shall be applied, first to the protection of the Named Insured and the remainder, if any, to the protection of any Additional Insured, as the Named Insured shall direct.

5. CANADIAN CURRENCY CLAUSE: It is understood and agreed that the limits, amounts and premium stipulated in this policy are in Canadian currency.

6. INSPECTION: The Insurer shall be permitted to inspect the Insured's premises and operations and to examine the Named Insured's books and records at any time during the policy period and any extension thereof.

7. PREMIUM COMPUTATION: The premium stated in the Schedule of Coverage is an estimated and deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the Insurer's premium bases, rates and rules shall be used in ascertaining the earned premium.

8. NOTICE OF OCCURRENCE OR ACCIDENT: When an occurrence or accident on which claim may be founded takes place, notice shall be given by or on behalf of the Insured to the Insurer or to the Frank Cowan Company Limited or any of its authorized agents as soon as practicable. Such notice shall contain particulars, sufficient to identify the Insured, and also reasonably obtainable information respecting the time, place and circumstances of the occurrence or accident, the names and addresses of the injured, and particulars of the damaged property, and the names and addresses of all witnesses.

9. NOTICE OF CLAIM OR SUIT: If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer or to the Frank Cowan Company Limited or any of its authorized agents, every demand, notice, summons or other process received by him or his representative.

10. INVESTIGATION OF CLAIMS: The Insurer shall have the right to make such investigation, negotiation and settlement of any claim or suit as may be deemed expedient by the Insurer.

11. ASSISTANCE AND CO-OPERATION OF THE INSURED: The Insured shall co-operate with the Insurer and, upon the Insurer's request, shall attend hearings and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as may have been imperative at the time of the occurrence.

12. OTHER INSURANCE: If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

13. SUBROGATION: In the event of any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

14. CHANGES: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Insurer from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

15. CANCELLATION: This policy may be cancelled by the Insured by mailing to the Insurer written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the Insured at the address shown in this policy written notice by registered mail stating when not less than sixty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Insurer shall be equivalent to mailing.

    If the Insured cancels, the earned premium shall be computed in accordance with the Insurer's short rate table. If the Insurer cancels, the earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Insurer's cheque or the cheque of its authorized representative, mailed or delivered as aforesaid, shall be a sufficient tender of any refund of premium due to the Insured.

16. ACTION AGAINST INSURER: No action shall lie against the Insurer unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer.

17. TERMS OF POLICY CONFORMED TO STATUTE: Terms of this policy which are in conflict with the statutes of the Province wherein this policy is issued are hereby amended to conform to such statutes.

18. DECLARATIONS: By acceptance of this policy, the Insured agrees that the statements in the Declarations are his representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.

PUBLIC ENTITY
ERRORS AND OMISSIONS LIABILITY

This policy provides claims made coverage. Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "Named Insured" refer to the Named Insured shown in the "declarations", and any other person or organization qualifying as the Named Insured under this policy. The word "Insurer" refers to the Company or Companies providing this policy.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer and the "Insured" agree as follows:

SECTION I - COVERAGES

1. **Insuring Agreement**

(a) The Insurer will pay on behalf of the "Insured" all sums which the "Insured" shall become legally obligated to pay as "compensatory damages" resulting from "claims" for "wrongful acts" first made during the "policy period" against the "Insured" and reported to the Insurer in accordance with Paragraph 6. Duties In The Event Of A Claim of Section IV - CONDITIONS.

(i) The amount the Insurer will pay for "compensatory damages" resulting from any one "claim" is limited as described in Section III - Limit of Insurance;

(b) This insurance applies only if:

(i) the "wrongful act" occurred prior to the end of the "policy period"; and

(ii) a "claim" to pay "compensatory damages" resulting from the "wrongful act" is first made against any "Insured" in accordance with Paragraph (c) below, during the "policy period" or any extended reporting period the Insurer provides under Section V - Extended Reporting Period.

(c) A "claim" by a person or organization seeking "compensatory damages" resulting from the "wrongful act" will be deemed to have been made when notice of such "claim" is received by "Additional Insured's" as defined under Section VI 1. (a), (d), (e), (f), (g) or by the Insurer, whichever comes first.

2. **Exclusions**

This insurance does not apply to:

(a) any "claim" based on, arising out of, or in any way involving any fact, circumstance or situation:

(i) which has been the subject of any written notice given under any policy of which this policy is a direct or indirect renewal or replacement;

(ii) alleged in any written demand for "claims", or any civil, criminal or administrative or regulatory proceeding pending against any "Insured" on or prior to the "inception date" of the original policy or derived from the same or essentially the same facts as alleged in such pending or prior litigation;

(b) (1) (i) for liability of others assumed by any "Insured" under any written, oral, express or implied contract or agreement (ii) breach of contract; (iii) negotiation for a contract; (iv) tenders for contracts; (v) selection and/or awarding of a contract (vi) failure to proceed with a contract;

however items (ii), (iii), (iv), (v) and (vi) of this exclusion do not apply to "claims" arising out of the administration of any "benefits plan";

(2) without limiting the generality of (1) above, any "claims" the payment of which would result in the satisfaction of debt owed by the "Insured" for goods or services rendered or work performed;

(c) any "claim" arising out of the insolvency or bankruptcy of the "Insured";

(d) any fraudulent, dishonest, criminal act or willful act, error or omission committed by any "Insured" but this exclusion does not apply to any other "Insured" who did not participate in such act or who did not have personal knowledge thereof;

(e) (i) false arrest, detention or imprisonment; (ii) malicious prosecution; (iii) libel, slander or defamation of character; (iv) humiliation; (v) discrimination; (vi) wrongful entry or eviction or invasion of any right of privacy;

(f) bodily injury, sickness, disease including death, shock, mental anguish, mental injury, assault and battery, damage to or destruction of any property, including the loss of use thereof;

(g) any "claims" for a "wrongful act" which results directly or indirectly in any personal profit, gain or advantage to which the "Insured" is not legally entitled, or out of any disputes involving the "Insured's" fees, commissions or charges;

(h) any fines or penalties imposed by law or other matters which may be deemed uninsurable under the law of the jurisdiction pursuant to which this policy shall be construed;

(i) any "claim" for legal or equitable restitution or any expenditure, compensation or damages payable pursuant to Statute or Regulation;

(j) any "claims" related to or arising from 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, asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

(k) any "claims" arising directly or indirectly, in whole or in part out of "data" or "data problem". This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

(l) any "claims" arising directly or indirectly, in whole or in part for:

  (i) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";

  (ii) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (i) above; or

  (iii) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (i) or (ii) above.

  This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

(m) any "claims" arising directly or indirectly, in whole or in part for:

  (i) liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;

  (ii) which an "Insured" under this policy is also "Insured" under a contract of nuclear energy liability insurance (whether the "Insured" is unnamed in such contract and whether or not it is legally enforceable by the "Insured") issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an "Insured" under any such policy but for its termination upon exhaustion of its Limit of Insurance;

  (iii) "nuclear energy hazard" arising from:

    (1) the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an "Insured";

    (2) the furnishing by an "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";

    (3) the possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an "Insured".

  This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

(n) any "claims" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

(o) any "claims" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

(p) any "claims" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

(q) any "claims" arising out of the ownership, operation, maintenance or use of any gas, telephone or electric power utility, port authorities or of any hospital unless included as an "Insured";

(r) any "claim" for failure of performance of contract by an insurer, or any other party, including the "Insured", obligated to afford the "benefits";

(s) any "claim" based upon the Insured's failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits law or any other similar law;

(t) any "claim" based upon;

  (i) failure of stock, bonds or other securities to perform as represented by an "Insured" including but not limited to their failure to produce financial gain, profit or growth;

  (ii) advice given by an "Insured" to an employee to participate or not to participate in stock subscription plans.

SECTION II - DEFENCE, SETTLEMENT AND COOPERATION

1. The Insurer shall have the right and duty to defend any "claim" covered by this policy, even if any of the allegations are groundless, false or fraudulent.

   "Defence expenses" incurred by the Insurer, or by the "Insureds" with the written consent of the Insurer, are in addition to the Limit of Insurance. Payment by the Insurer of "defence expenses" shall not reduce the Limit of Insurance. The Insurer's right and duty to defend ends when the Limit of Insurance has been exhausted as a result of the payment of "claims".

   The "Insureds" agree not to settle or offer to settle any "claim", incur any "defence expenses" or otherwise assume any contractual obligation or admit any liability with respect to any "claim" without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for (and any applicable retention shall not be depleted or exhausted by) any settlement, "defence expenses", assumed obligation or admission to which the Insurer has not consented.

   The "Insureds" agree to provide the Insurer with all information, assistance and cooperation which the Insurer reasonably requests and agree that in the event of a "claim" the "Insureds" will do nothing that shall prejudice the Insurer's position or its potential or actual rights of recovery. The Insurer may make any investigation it deems necessary.

SECTION III - LIMIT OF INSURANCE

1. The Limit of Insurance shown in the "declarations" and the rules below determine the maximum the Insurer will pay regardless of the number of:
   (a) "Insured's"; or
   (b) Persons or organizations making "claims".
2. The Limit of Insurance shown in the "declarations" is the maximum amount the Insurer will pay for "compensatory damages" arising from any one "claim".
3. All "claims" derived from the same or essentially the same facts including any continuation, change or resumption of such incident or "claim" shall be deemed to be one "claim".
4. Deductible and Reimbursement Agreement
   (a) For the purposes of this Deductible and Reimbursement Agreement only:

   A claim means an event, circumstance, accident, incident, demand, proceeding or lawsuit which may trigger coverage under any one or more of the Insuring Agreements; and,

   Expenditures means money spent by the Insurer in response to a claim and includes, but is not limited to, investigation expenses, indemnity payments, settlements paid, "defence expenses".

   (b) Whether or not any indemnity is paid under any of the Insuring Agreements, the Named Insured agrees that with respect to each and every claim, the Named Insured will reimburse the Insurer's expenditures up to the amount of the applicable deductible as shown in the "declarations", upon request by the Insurer.

SECTION IV - CONDITIONS

1. **Authorized Agent**

   Frank Cowan Company Limited is the authorized agent of the Insurer for the purpose of any notice required to be given to the Insurer or by the Insurer under the terms and conditions of this policy.
2. **Bankruptcy**

   Bankruptcy or insolvency of the "Insured" or of the "Insured's" estate will not relieve the Insurer of its obligations under this policy.
3. **Canadian Currency Clause**

   All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian Currency.
4. **Changes**

   This policy contains all the agreements between the "Insured" and the Insurer concerning the insurance afforded. The first Named Insured shown in the "declarations" is authorized to make changes in the terms of this policy with the consent of the Insurer. This policy's terms can be amended or waived only by endorsement or amendment issued by the Insurer and made a part of this policy. Any changes agreed to between the Named Insured and the Insurer is binding upon any and all "Insureds".
5. **Coverage Territory**

   This policy extends to "wrongful acts" taking place or "claims" made anywhere in the world.
6. **Duties In The Event Of A Claim**

   As a condition precedent to coverage under this policy:
   (a) If any "claim" is received by any "Insured", the Named Insured must give written notice to the Authorized Agent as soon as practicable, but in no event more than thirty (30) days after the date of termination of the "policy period" (except for the application of any Extended Reporting Period coverage the Named Insured may purchase).
   (b) The Named Insured and any other involved "Insured" must:
      (i) Immediately send to the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "claim";
      (ii) Authorize the Insurer to obtain records and other information;
      (iii) Cooperate with the Insurer in the investigation, settlement or defence of the "claim"; and
      (iv) Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of liability to which this insurance may also apply.

[redacted]

(c) No "Insured" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than first aid, without the Insurer's consent.

7. **Examination of The "Insured's" Books and Records**

The Insurer may examine and audit the "Insured's" books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

8. **Legal Action Against The Insurer**

No person or organization has a right under this policy:

(a) To join the Insurer as a party or otherwise bring the Insurer into a "claim" asking for "compensatory damages" from an "Insured"; or

(b) To sue the Insurer on this policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an "Insured" obtained after an actual trial; but the Insurer will not be liable for "compensatory damages" that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the "Insured" and the claimant or the claimant's legal representative. Every "claim" or proceeding against the Insurer shall be commenced within one (1) year next after the date of such judgment or agreed settlement and not afterwards.

Any disputes between the Insurer and the Named Insured as to whether there is coverage under this policy must be brought in a Canadian Court.

9. **Other Insurance**

This policy shall be specifically excess of any other valid and collectible insurance (including but not limited to any insurance which is stated to be primary, contributory, excess, contingent or otherwise or under which there is a duty to defend), unless such other insurance is specifically stated to be in excess of this policy by reference in such other policy to the policy number of this policy. In no event shall this policy be construed to contribute ratably with any such other insurance. This policy shall not follow the terms of any other insurance.

10. **Premiums**

The first Named Insured shown in the "declarations":

(a) is responsible for the payment of all premiums; and

(b) will be the payee for any return premiums the Insurer pays.

11. **Representations**

By accepting this policy, the "Insured" agrees:

(a) the statements in the "declarations" are accurate and complete;

(b) those statements are based upon representations the "Insured" made to the Insurer; and

(c) the Insurer has issued this policy in reliance upon the "Insured's" representations.

12. **Separation of Insureds, Cross Liability**

Except with respect to the Limit of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

(a) as if each Named Insured were the only Named Insured; and

(b) separately to each "Insured" against whom any "claim" is made.

however this policy does not apply to any "claim" made by or on behalf of any Named Insured, whether directly or derivatively, against any other "insured".

13. **Subrogation**:

In the event of any payment under this policy, the Insurer shall be subrogated to all the "Insured's" rights of recovery against any person or organization other than an employee of the "Insured", and the "Insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "Insured" shall do nothing after the loss to prejudice such rights.

14. **Termination**

(a) The first Named Insured shown in the "declarations" may cancel this policy by mailing or delivering to the Insurer advance written notice of termination.

(b) The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of cancellation at least ninety (90) days before the effective date of cancellation if the Insurer cancels for any reason.

Termination takes effect ninety (90) days after receipt of the letter by the post office to which it is addressed. Proof of mailing will be sufficient proof of notice.

(c) The Insurer will mail or deliver notice to the first Named Insured's last mailing address known to the Insurer.

(d) The "policy period" will end on the date cancellation takes effect.

(e) If this policy is cancelled, the Insurer will send the first Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

15. **Premium Computation**
   (a) The Insurer will compute all premiums for this form in accordance with their rules and rates. Premium shown on the "declarations" applicable to this form is an estimate and a deposit premium only. At the close of each audit period and at least annually, the Insurer will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured as shown on the "declarations". If the sum of the advance and audit premiums paid for the "policy period" is greater than the earned premium, the Insurer will return the excess to the first Named Insured as shown on the "declarations" subject to the retention of the earned premium shown on the "declarations" subject to the retention of the minimum premium shown on the "declarations".
   (b) The "Insured" must keep records of the information the Insurer needs for premium computation, and send to the Insurer copies at such times as the Insurer may request.

16**. Statutory Conformity**

Terms of this Form which are in conflict with the statutes of the province wherein this Form is issued are hereby amended to conform to such statutes.

SECTION V - EXTENDED REPORTING PERIOD

1. If the Insurer cancels or fails or refuses to renew this policy for any reason other than nonpayment of premium or if the Named Insured cancels or fails or refuses to renew this policy, the Named Insured will have the right to purchase an extension of the coverage provided under this policy with respect to any "claim" made during the Extended Reporting Period, but only with respect to any "claim" arising out of any "wrongful act" committed before the end of the final "policy period".
   (a) The right to purchase the Extended Reporting Period will terminate unless written notice is received by the Insurer, together with payment of the additional premium, prior to the effective date of non-renewal or cancellation of the policy.
   (b) The premium for the Extended Reporting Period Endorsement will not exceed one-hundred per cent (100 %) of the annual premium for the policy to which the endorsement would be attached and will be fully earned when the endorsement takes effect.
   (c) If the Named Insured purchases the Extended Reporting Period, the Extended Reporting Period Endorsement will be twelve (12) months, starting with the end of the final "policy period". The Insurer will issue the Extended Reporting Period Endorsement to the first Named Insured shown in the "declarations".
   (d) The Extended Reporting Period Endorsement does not extend the "policy period", change the scope of coverage provided or reinstate or increase the Limit of Insurance. Once in effect, the Extended Reporting Period may not be cancelled. The Extended Reporting Period will be part of the immediate preceding "policy period".
   The offer by the Insurer of continued coverage under terms, conditions, limit of insurance or premiums different from those applicable to the expiring policy shall not constitute a refusal to renew.

SECTION VI - DEFINITIONS

When used in this policy:

1. **"Additional Insured"** means the following, only while performing duties related to the conduct of the Named Insured's business:
   (a) Trustees, Board Members, Directors or Executive Officers created by the Named Insured's charter, constitution, by-laws or any other similar governing document.
   (b) Any employee;
   (c) Volunteer workers;
   (d) Any Board, Commission or Committee of Council;
   (e) Any Member of Council or of a Board, Commission or Committee of Council or Trustees of a Police Village;
   (f) Any statutory or any other officer;
   (g) Any fire fighter. Fire fighters' duties are deemed to include all activities related to the occupation of fire fighter including rescue operations and his or her activities as a member of Fire fighters' Associations or Clubs;
   but in no event shall the duties of any "additional insured" be interpreted to include sexual misconduct.
2. **"Application"** means:
   all signed applications, including materials and attachments prepared specifically for and submitted therewith, for this policy and for any similar policy in an uninterrupted series of policies issued by the Insurer of which this policy is a renewal or replacement.
   All such applications, attachments and materials are deemed attached to and incorporated into this policy.
3. **"Benefits"** means perquisites, fringe benefits, amounts due or payments made in connection with an employee "benefit plan", share or stock options or any other right to purchase, acquire or sell shares or stock, and any other obligation or payment, other than salary or wages, to or for the benefit of an employee arising out of the employment relationship.
4. **"Benefit Plan"** shall include group life, accident and health insurance, disability benefits, pension plans, workers compensation insurance and unemployment insurance.
5. **"Claim"** means:
   (a) A written demand received by the "Insured" for "compensatory damages" arising out of a "wrongful act" or
   (b) A civil proceeding in which "compensatory damages" arising out of a "wrongful act" to which this insurance applies are claimed, including any other alternative dispute resolution procedure, such as arbitration or mediation, to which the "Insured" submits with the Insurer's consent.
6. **"Compensatory damages"** means damages due in payment for economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.

[redacted]

7. **"Data"** means representations of information or concepts, in any form.
8. **"Data problem"** means:
   (a) erasure, destruction, corruption, misappropriation, misinterpretation of "data";
   (b) error in creating, amending, entering, deleting or using "data"; or
   (c) inability to receive, transmit or use "data".
9. **"Declarations"** means the declarations page, including any associated schedules of coverage, applicable to this policy.
10. "**Defence Expenses"** means necessary and reasonable costs, charges, fees (including but not limited to legal fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees or "benefits" of the directors, officers or employees of the "Insured") incurred in defending or investigating "claims" or assisting the Insurer in investigating or defending "claims" pursuant to the Insurer's written request, and the premium for appeal, attachment or similar bonds, but without any obligation to apply for or furnish any such bonds.
11. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
12. **"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 resultant mycotoxins, allergens, or pathogens.
13. **"Inception date"** means:
   (a) the effective date of this policy; or
   (b) when this policy replaces, without interruption, similar coverage for a "wrongful act" issued through the Authorized Agent, the effective date of the first such coverage issued to the Named Insured.
14. **"Insured"** means the Named Insured as shown on the "declarations" and any "additional insured".
15. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
16. **"Nuclear facility"** means:
   (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
   (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
   (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the "Insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
   (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material"; and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
17. **"Policy Period"** means the period of time from the effective date to the expiration date shown in the "declarations" or to any earlier date of termination.
18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. **"Radioactive material"** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any Nuclear Liability Act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
20. **"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".
21. **"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.
22. **"Wrongful Act" "** means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty arising out of, or in the performance of services usual to the operation of the "Insured" including the administration of any "benefit plan".

SCHEDULE OF COVERAGE

PART E

COMPREHENSIVE CRIME

Item 1 Table of Limits of Liability

Insuring Agreement I Employee Dishonesty Coverage Form A	$	1,000,000
Insuring Agreement I Employee Dishonesty Coverage Form B	$	NOT INSURED
Insuring Agreement II Loss inside the Premises Coverage	$	200,000
Insuring Agreement III Loss outside the Premises Coverage	$	200,000
Insuring Agreement IV Money Orders and Counterfeit Paper Currency Coverage	$	SEE ENDORSEMENT
Insuring Agreement V Depositors Forgery Coverage	$	SEE ENDORSEMENT

Item 2 Amount of Deductible(s)

Insuring Agreement I	Deductible	$	NIL
Insuring Agreement II	Deductible	$	2,500
Insuring Agreement III	Deductible	$	2,500
Insuring Agreement IV	Deductible	$	NIL
Insuring Agreement V	Deductible	$	NIL

Item 3 Forms Applicable

Name	**Form No.**
Crime	CWGX3257-0797
Terrorism Exclusion	CNGX3189-0508
Extension of Definitions	CNGX3180-0508
Extended Blanket Basis	CNGX3178-0508
Audit Expense	CNGX3171-0508
Computer Fraud or Funds Transfer Fraud	CNGX3173-0505
Securities	CNGX3185-0508
Sixty Day Cancellation	CNGX3187-0508
Burglary Deductible Endorsement	CNGX3175-0909
Third Party Bond Extension	CNGX3379-1208

PART E - CRIME

The Company, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreements, Conditions and Limitations and other terms of this Rider, agrees with the Insured, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of insurance in the Table of Limits of Liability, to pay the Insured for:

INSURING AGREEMENTS

I. EMPLOYEE DISHONESTY COVERAGE — FORM A:
Loss of Money, Securities and other property which the Insured shall sustain, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement I, Form A, resulting directly from one or more Fraudulent or Dishonest Acts committed by an Employee, acting alone or in collusion with others.

EMPLOYEE DISHONESTY COVERAGE — FORM B:
Loss of Money, Securities and other property which the Insured shall sustain resulting directly from one or more Fraudulent or Dishonest Acts committed by an Employee, acting alone or in collusion with others, the amount of insurance on each of the Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement I, Form B.

II. LOSS INSIDE THE PREMISES COVERAGE:
Loss of Money and Securities by the actual destruction, disappearance or wrongful abstraction thereof within the Premises or within any Banking Premises or similar recognized places of safe deposit.

Loss of (a) other property by Safe Burglary or Robbery within the Premises or attempt thereat, and (b) a locked cash drawer, cash box or cash register by felonious entry into such container within the Premises or attempt thereat or by felonious abstraction of such container from within the Premises or attempt thereat.

Damage to the Premises by such Safe Burglary, Robbery or felonious abstraction, or by or following burglarious entry into the Premises or attempt thereat, provided with respect to damage to the Premises the Insured is the owner thereof or is liable for such damage.

III. LOSS OUTSIDE THE PREMISES COVERAGE:
Loss of Money and Securities by the actual destruction, disappearance or wrongful abstraction thereof outside the Premises while being conveyed by a Messenger or any armoured motor vehicle company, or while within the living quarters in the home of any Messenger.

Loss of other property by Robbery or attempt thereat outside the Premises while being conveyed by a Messenger or any armoured motor vehicle company, or by theft while within the living quarters in the home of any Messenger.

IV. MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY COVERAGE:
Loss due to the acceptance in good faith, in exchange for merchandise, Money or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit Canadian or United States paper currency.

V. DEPOSITORS FORGERY COVERAGE:
Loss which the Insured or any bank which is included in the Insured's proof of loss and in which the Insured carries a chequing or savings account, as their respective interests may appear, shall sustain through forgery or alteration of, on or in any cheque, draft, promissory note, bill of exchange or similar written promise, order or direction to pay a sum certain in money, made or drawn by or drawn upon the Insured, or made or drawn by one acting as agent of the Insured, or purporting to have been made or drawn as hereinbefore set forth, including:

(a) any cheque or draft made or drawn in the name of the Insured, payable to a fictitious payee and endorsed in the name of such fictitious payee;
(b) any cheque or draft procured in a face to face transaction with the Insured, or with one acting as agent of the Insured, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated; and
(c) any payroll cheque, payroll draft or payroll order made or drawn by the Insured, payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee;

whether or not any endorsement mentioned in (a), (b) or (c) be a forgery within the law of the place controlling the construction thereof.

Mechanically reproduced facsimile signatures are treated the same as handwritten signatures.

The Insured shall be entitled to priority of payment over loss sustained by any bank aforesaid. Loss under this Insuring Agreement, whether sustained by the Insured or such bank, shall be paid directly to the Insured in its own name, except in cases where such bank shall have already fully reimbursed the Insured for such loss. The liability of the Company to such bank for such loss shall be a part of and not in addition to the amount of insurance applicable to the Insured's office to which such loss would have been allocated had such loss been sustained by the Insured.

If the Insured or such bank shall refuse to pay any of the foregoing instruments made or drawn as hereinbefore set forth, alleging that such instruments are forged or altered, and such refusal shall result in suit being brought against the Insured or such bank to enforce such payment and the Company shall give its written consent to the defense of such suit, then any reasonable attorneys' fees, court costs, or similar legal expenses incurred and paid by the Insured or such bank in such defense shall be construed to be a loss under this Insuring Agreement and the liability of the Company for such loss shall be in addition to any other liability under this Insuring Agreement.

GENERAL AGREEMENTS

A. CONSOLIDATION - MERGER: If, through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become Employees or if the Insured shall thereby acquire the use and control of any additional Premises, the insurance afforded by this Rider shall also apply as respects such Employees and Premises, provided the Insured shall give the Company written notice thereof within thirty days thereafter and shall pay the Company an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.

B. JOINT INSURED: If more than one Insured is covered under this Rider, the Insured first named shall act for itself and for every other Insured for all purposes of this Rider. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Sections 7, 8 and 15, constitute knowledge possessed or discovery made by every Insured. Cancellation of the insurance hereunder as respects any Employee as provided in Section 15 shall apply to every Insured. If, prior to the cancellation or termination of this Rider, this Rider or any Insuring Agreement hereof is cancelled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancellation or termination or as respects Insuring Agreement 1, Form B, within two years therefrom. Payment by the Company to the Insured first named of any loss under this Rider shall fully release the Company on account of such loss. If the Insured first named ceases for any reason to be covered under this Rider, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of this Rider.

C. LOSS UNDER PRIOR BOND OR POLICY: If the coverage of an Insuring Agreement of this Rider, other than Insuring Agreement V, is substituted for any prior bond or policy of insurance carried by the Insured or by any predecessor in interest of the Insured, which prior bond or policy is terminated, cancelled or allowed to expire as of the time of such substitution, the Company agrees that such Insuring Agreement applies to loss which is discovered as provided in Section I of the Conditions and Limitations and which would have been recoverable by the Insured or such predecessor under such prior bond or policy except for the fact that the time within which to discover loss thereunder had expired; provided:

1. the insurance under this General Agreement C shall be a part of and not in addition to the amount of insurance afforded by the applicable Insuring Agreement of this Rider;
2. such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or events causing such loss were committed or occurred; and
3. recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or events were committed or occurred, or the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss, if the latter amount be smaller.

Insuring Agreement V shall also cover loss sustained by the Insured at any time before the termination or cancellation of Insuring Agreement V, which would have been recoverable under the coverage of some similar form of forgery insurance (exclusive of fidelity insurance) carried by the Insured or any predecessor in interest of the Insured, had such prior forgery insurance given all the coverage afforded under Insuring Agreement V; provided, with respect to loss covered by this paragraph;

(a) the coverage of Insuring Agreement V is substituted on or after the date hereof for such prior forgery coverage and the Insured or such predecessor, as the case may be, carried such prior forgery coverage on the office at which such loss was sustained continuously from the time such loss was sustained to the date the coverage of Insuring Agreement V was substituted therefor;

(b) at the time of discovery of such loss, the period for discovery of loss under all such prior forgery insurance has expired; and

(c) if the amount of insurance carried under Insuring Agreement V applicable to the office at which such loss is sustained is larger than the amount applicable to such office under such prior forgery insurance, and in force at the time such loss is sustained, then liability hereunder for such loss shall not exceed the smaller Amount.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENTS ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

1. POLICY PERIOD, TERRITORY, DISCOVERY:
Loss is covered under this Rider only if discovered not later than one year from the end of the Policy Period, except that under Insuring Agreement I, Form B, loss is covered only if discovered not later than two years from the end of the Policy Period.

SUBJECT TO GENERAL AGREEMENT C:

(a) this Rider, except under Insuring Agreements I and V, applies only to loss which occurs during the Policy Period within Canada, any of the States of the United States of America or the District of Columbia;

(b) Insuring Agreement I applies only to loss sustained by the Insured through Fraudulent or Dishonest Acts committed during the Policy Period by any of the Employees engaged in the regular service of the Insured within the territory designated above or while such Employees are elsewhere for a limited period;

(c) Insuring Agreement V applies only to loss sustained during the Policy Period.

2. EXCLUSIONS:
This Rider does not apply:

(a) to loss due to any Fraudulent, Dishonest or criminal Act by any Insured or a partner therein, whether acting alone or in collusion with others;

(b) under Insuring Agreement I, to loss, or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation;

(c) under Insuring Agreements II and III, to loss due to any Fraudulent, Dishonest or criminal Act by an Employee, director, trustee or authorized representative of any Insured, while working or otherwise and whether acting alone or in collusion with others; provided, this Exclusion does not apply to Safe Burglary or Robbery or attempt thereat;

(d) under Insuring Agreements II and III, to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(e) under Insuring Agreements II and III, to loss (1) due to the giving or surrendering of Money or Securities in exchange or purchase; (2) due to accounting or arithmetical errors or omissions; or (3) of manuscripts, books of account or records, except for blank value;

(f) under Insuring Agreement II, to loss of Money contained in coin operated amusement devices or vending machines, unless the amount of Money deposited within the device or machine is recorded by a continuous recording instrument therein;

(g) under Insuring Agreement III, to loss of insured property while in the custody of any armoured motor vehicle company, unless such loss is in excess of the amount recovered or received by the Insured under (1) the Insured's contract with said armoured motor vehicle company, (2) insurance carried by said armoured motor vehicle company for the benefit of users of its service, and (3) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armoured motor vehicle company's service, and then this Rider shall cover only such excess;

(h) under Insuring Agreements II and III, to loss due to any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;

[redacted]

(i) under Insuring Agreement II, to loss, other than to Money, Securities, a safe or vault, by fire whether or not such fire is caused by contributed to by or arises out of the occurrence of a hazard insured against;

(j) to loss due to the surrender of Money, Securities or other property away from the Premises as a result of a threat to do so:
  (1) bodily harm to any person, or
  (2) damage to the Premises or property owned by the Insured or held by the Insured in any capacity;
  provided, however, these exclusions do not apply:
    (a) to Insuring Agreement I if coverage is afforded thereunder, or
    (b) under Insuring Agreement III if coverage is afforded thereunder, to loss of Money, Securities or other property while being conveyed by a Messenger when there was no knowledge by the Insured of any such threat at the time the conveyance was initiated;

(k) to the defense of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Insured covered by this Rider, except as may be specifically stated to the contrary in this Rider;

(l) to potential income, including but not limited to interest and dividends not realized by the Insured because of a loss covered under this Rider;

(m) to all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a loss covered under this Rider;

(n) to all costs, fees and other expenses incurred by the Insured in establishing the existence of, or amount of loss covered under this Rider;

(o) under Insuring Agreement II, to loss of Money, Securities and their property which has been transferred by any computer to a person or to a place outside the covered premises on the basis of unauthorized electronic instructions.

3. DEFINITIONS:

The following terms, as used in this Rider, shall have the respective meanings stated in this Section:

(a) BANKING PREMISES - means the interior of that portion of any building which is occupied by a banking institution in conducting its business.

(b) CUSTODIAN - means the Insured or a partner of the Insured or any Employee who is duly authorized by the Insured to have the care and custody of the insured property within the Premises, excluding any person while acting as a watchman, porter or janitor.

(c) EMPLOYEE - means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business, including persons hired through an intervening employment agency or employer, during the Policy Period and whom the Insured compensates directly or indirectly by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. As applied to loss under Insuring Agreement I, the above words "while in the regular service of the Insured" shall include the first 30 days thereafter; subject however, to Sections 15 and 16.

[redacted]

(d) FRAUDULENT OR DISHONEST ACTS - shall mean only Fraudulent or Dishonest Acts committed by such Employee with the manifest intent:

(1) to cause the Insured to sustain such loss; and

(2) to obtain financial benefit for the Employee, or for any other person or organization intended by the Employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment.

This definition of "Fraudulent or Dishonest Acts" does not apply to Section 7 or Section 15 of this Policy.

(e) LOSS - except under Insuring Agreements I and V, includes damage.

(f) MESSENGER - means the Insured or a partner of the Insured or any Employee who is duly authorized by the Insured to have the care and custody of the insured property outside the Premises.

(g) MONEY - means currency, coins, bank notes and bullion; and travellers cheques, register cheques and money orders held for sale to the public.

(h) PREMISES - means the interior of that portion of any building which is occupied by the Insured in conducting its business. As respects Robbery only, the premises shall also include the space immediately surrounding such building.

(i) ROBBERY - means the taking of insured property:

(1) by violence inflicted upon a Messenger or a Custodian;

(2) by putting him in fear of violence;

(3) by any other overt felonious act committed in his presence and of which he was actually cognizant, provided such other act is not committed by a partner or Employee of the Insured;

(4) from the person or direct care and custody of a Messenger or Custodian who has been killed or rendered unconscious; or

(5) under Insuring Agreement II,

(a) from within the Premises by means of compelling a Messenger or Custodian by violence or threat of violence while outside the Premises to admit a person into the Premises or to furnish him with means of ingress into the Premises, or

(b) from a showcase or show window within the Premises while regularly open for business, by a person who has broken the glass thereof from outside the Premises.

(j) SAFE BURGLARY - means:

(1) the felonious abstraction of insured property from within a vault or safe, the door of which is equipped with a combination lock, located within the Premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks upon the exterior of

(a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or

(b) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or

(2) the felonious abstraction of such safe from within the Premises.

(k) SECURITIES - means all negotiable and non-negotiable instruments or contracts representing either Money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include Money.

4. LOSS CAUSED BY UNIDENTIFIABLE EMPLOYEES:
If a loss is alleged to have been caused by the Fraudulent or Dishonest Acts of any one or more of the Employees and the Insured shall be unable to designate the specific Employee or Employees causing such loss, the Insured shall nevertheless have the benefit of Insuring Agreement I, subject to the provisions of Section 2(b) of this Policy, provided that the evidence submitted reasonably proves that the loss was in fact due to the Fraudulent or Dishonest Acts of one or more of the said Employees, and provided further, that the aggregate liability of the Company for any such loss shall not exceed the Limit of Liability applicable to Insuring Agreement I.

5. OWNERSHIP OF PROPERTY; INTERESTS COVERED:
The Insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable; provided Insuring Agreements II, III and IV apply only to the interest of the Insured in such property, including the Insured's liability to others, and do not apply to the interest of any other person or organization in any of said property unless included in the Insured's proof of loss, in which event the third paragraph of Section 8 is applicable to them.

6. BOOKS AND RECORDS:
The Insured shall keep records of all the insured property in such manner that the Company can accurately determine therefrom the amount of loss.

7. PRIOR FRAUD, DISHONESTY OR CANCELLATION:
The coverage of Insuring Agreement I shall not apply to any Employee from and after the time that the Insured or any partner or officer thereof not in collusion with such Employee shall have knowledge or information that such Employee has committed any Fraudulent or Dishonest Act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured.

If, prior to the issuance of this Rider, any fidelity insurance in favour of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's Employees shall have been cancelled as to any of such Employees by reason of the giving of written notice of cancellation by the insurer issuing such fidelity insurance, whether the Company or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Company shall not be liable on account of such Employees unless the Company shall agree in writing to include such Employees within the coverage of Insuring Agreement I.

8. LOSS — NOTICE — PROOF — ACTION AGAINST COMPANY:
Upon knowledge or discovery of loss or of any occurrence which may give rise to a claim for loss, the Insured shall:
(a) give notice thereof as soon as practicable to the Company or any of its authorized agents and, except under Insuring Agreements I and V, also to the police if the loss is due to a violation of law;
(b) file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss.

Proof of loss under Insuring Agreement V shall include the instrument which is the basis of claim for such loss, or if it shall be impossible to file such instrument, the affidavit of the Insured or the Insured's bank of deposit setting forth the amount and cause of loss shall be accepted in lieu thereof.

Upon the Company's request, the Insured shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the company in all matters pertaining to loss or claims with respect thereto.

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until ninety days after the required proofs of loss have been filed with the Company, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

9. VALUATION — PAYMENT — REPLACEMENT:

In no event shall the company be liable as respects Securities for more than the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered nor, as respects other property, for more than the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the Insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the Insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The Company may, with the consent of the Insured, settle any claim for loss of property with the owner thereof. Any property for which the Company has made indemnification shall become the property of the Company.

In case of damage to the Premises or loss of property other than Securities, the Company shall not be liable for more than the actual cash value of such property, or for more than the actual cost of repairing such Premises or property or of replacing same with property or material of like quality and value. The Company may, at its election, pay such actual cash value, or make such repairs or replacements. If the Company and the Insured cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration.

10. RECOVERIES:

If the Insured shall sustain any loss covered by this Rider which exceeds the applicable amount of insurance hereunder, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) by whomsoever made, on account of such loss under this Rider until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Company.

11. LIMITS OF LIABILITY:

Payment of loss under Insuring Agreement I or V shall not reduce the Company's liability for other losses under the applicable Insuring Agreement whenever sustained. The Company's total liability

(a) under Insuring Agreement I, Form A, for all loss caused by any Employee or in which such Employee is concerned or implicated, or

(b) under Insuring Agreement I, Form B, as to each Employee, or

(c) under Insuring Agreement V for all loss by forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments, is limited to the applicable amount of insurance specified in the Table of Limits of Liability or endorsement amendatory thereto. The liability of the Company for loss sustained by any or all of the Insureds shall not exceed the amount for which the Company would be liable had all such loss been sustained by any one of the Insureds.

Except under Insuring Agreements I and V, the applicable limit of liability stated in the Table of Limits of Liability is the total limit of the Company's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted Fraudulent, Dishonest or criminal Act or series of related acts at the Premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

Regardless of the number of years this Rider shall continue in force and the number of premiums which shall be payable or paid, the limit of the Company's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

The limits of liability as expressed in this Rider are in Canadian currency.

12. LIMITS OF LIABILITY UNDER THIS RIDER AND PRIOR INSURANCE:

This Section shall apply only to Insuring Agreements I and V.

With respect to loss caused by any person (whether one of the Employees or not) or in which such person is concerned or implicated or which is chargeable to any Employee as provided in Section 4 and which occurs partly during the Policy Period and partly during the period of other bonds or policies issued by the Company to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered the total liability of the Company under this Rider and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Rider on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

13. OTHER INSURANCE:

Except in the province of Quebec, if there is available to the Insured any other insurance or indemnity covering any loss covered by Insuring Agreement I or V, the Company shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity, except that if such other insurance or indemnity is a bond or policy of fidelity insurance, any loss covered under both such fidelity insurance and Insuring Agreement V shall first be paid under Insuring Agreement V. Any loss covered under both Insuring Agreements I and V shall first be paid under Insuring Agreement V and the excess, if any, shall be paid under Insuring Agreement I. If this policy is governed by the law of Quebec, each of the Insurers under its respective contract is liable to the Insured for its rateable proportion of the loss. The Company waives any right of contribution which it may have against any forgery insurance carried by any depository bank which is indemnified under Insuring Agreement V.

Under any other Insuring Agreement, if there is any other valid and collectible insurance which would apply in the absence of such Insuring Agreement, the insurance under this Rider shall apply only as excess insurance over such other insurance, except in the province of Quebec where each of the Insurers under its respective contract is liable to the Insured for its rateable proportion of the loss, provided the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance or (b) to property otherwise insured unless such property is owned by the Insured.

14. SUBROGATION:
In the event of any payment under this Rider, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

15. CANCELLATION AS TO ANY EMPLOYEE:
Insuring Agreement I shall be deemed cancelled as to any Employee:

(a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee, of any Fraudulent or Dishonest Act on the part of such Employee; or

(b) except in the province of Quebec, at 12:01 a.m. standard time as aforesaid, upon the effective date specified in a written notice mailed to the Insured. Such date shall be not less than fifteen days after the date of mailing. The mailing by the Company of notice as aforesaid to the Insured at the address shown in this Rider shall be sufficient proof of notice. Delivery of such written notice by the Company shall be equivalent to mailing. In the province of Quebec, cancellation shall be made by endorsement only.

16. CANCELLATION OF RIDER OR INSURING AGREEMENT:
This Rider or any Insuring Agreement may be cancelled by the Insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Rider or any Insuring Agreement may be cancelled by the Company by mailing to the Insured at the address shown in this Rider written notice stating when not less than fifteen days thereafter such cancellation shall be effective except in the province of Quebec where the notice of cancellation takes effect fifteen days after receipt by the insured of the notice at the last known address. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the Policy Period for any affected Insuring Agreement. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

17. NO BENEFIT TO BAILEE:
This Section shall apply only to Insuring Agreements II and III.

The insurance afforded by this Rider shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

18. ASSIGNMENT:
Assignment of interest under this Rider shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall die, or in the province of Quebec be declared bankrupt, this Rider shall cover the Insured's legal representative, or in the province of Quebec the trustee in bankruptcy, as Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this Rider shall be sufficient notice to effect cancellation of this Rider.

19. CHANGES:
Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Rider or estop the Company from asserting any right under the terms of this Rider; nor shall the terms of this Rider be waived or changed, except by endorsement issued to form a part of this Rider signed by an authorized representative of the Company.

By acceptance of this Rider the Insured agrees that it embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.