

DECLARATION OF EMERGENCY AGREEMENT – EXTENSION OF TERMINATION OR EXPIRY DATE

This endorsement modifies insurance provided by the Policy to which it is attached as follows:

At the Insured's option, the effective date of termination of this Policy by the Insurer, or the expiry date, is extended, subject to the conditions and definitions set out below, when an **Emergency** is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The **Emergency** must have a direct effect or impact on:
 - a. the Insured, the insured site or insured property located in the declared emergency area; or
 - b. the operations of the Insurer or its broker and/or agent located in the declared emergency area, and must prevent, or make it not possible, after exercising commercially reasonable efforts, for the Insured to effectively renew or seek alternative insurance coverage.
2. a. Any time limitation described in Paragraph 3. of SECTION VII – COMPREHENSIVE COMMERCIAL PROPERTY INSURANCE STATUTORY CONDITIONS and Paragraph 15. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS with respect to termination of this Policy by the Insurer, will not continue to run until the **Emergency** is terminated plus the lesser of:
 - (i) 30 days; or
 - (ii) the number of days equal to the total time the **Emergency** order was in effect.
- b. If this Policy is due to expire during an **Emergency**, it will continue in force until the **Emergency** is terminated plus the lesser of:
 - (i) 30 days; or
 - (ii) the number of days equal to the total time the **Emergency** order was in effect.
3. In no event will the total term of this extension exceed 120 consecutive days.
4. The Limits of Insurance of this Policy will not be increased or reinstated, nor will any coverage or notice period provided by this Policy be changed, based on the extension of the effective date of termination or the expiry date of the Policy as described under this Coverage Extension. When this Policy's effective date of termination or expiry date is extended as described under this Coverage Extension, all other terms and conditions of the Policy will remain unchanged.
5. The Insured agrees to pay the pro rata premium earned for the additional time the Policy remains in effect as a result of the above.
6. The term **Emergency** as used in this endorsement means the first statutory declaration of an emergency:
 - a. with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by:
 - (i) the forces of nature;
 - (ii) a disease or other health risk;
 - (iii) an accident; or
 - (iv) an act whether intentional or otherwise; or
 - b. as provided for by the relevant governing legislation if different from (a) but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

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