

2025 CDSPi TripleGuard™ Policy Changes

In addition to changes to formatting and effective dates, the following key changes have been included in the 2025 CD-SPI TripleGuard Building policy. New wording is highlighted for your reference. **Keep this document with your other policy documents, as it outlines important changes to your coverage.** You can access the full terms and conditions of your policy on our website at <https://www.cdspi.com/insurance/tg-ptc/>. If you have any questions, please call us at 1.800.561.9401.

2024 Policy Wording

TRIPLEGUARD POLICY TERMS AND CONDITIONS TRIPLEGUARD INSURANCE – SECTION 1

Endorsement No. 2

DATA EXCLUSION ENDORSEMENT

This endorsement is applicable to the coverages contained in Parts A and B of the Policy.

CYBER AND DATA EXCLUSION

TRIPLEGUARD POLICY TERMS AND CONDITIONS TRIPLEGUARD INSURANCE – SECTION 1

Endorsement No. 5

CONTAGIOUS DISEASE EXCLUSION ENDORSEMENT

This endorsement is applicable to the coverages contained in Parts A, B and C of the Policy.

1. This Policy does not insure against loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Contagious Disease or the fear or threat (whether actual or perceived) of a Contagious Disease, regardless of any other cause or event contributing concurrently or in any other sequence thereto. The above exclusion includes, without limitation:
 - (a) any cost to clean up, detoxify, remove, monitor or test:
 - (i) for a Contagious Disease, or
 - (ii) any property insured that is affected by such Contagious Disease, and

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TRIPLEGUARD POLICY TERMS AND CONDITIONS TRIPLEGUARD INSURANCE – SECTION 1

Endorsement No. 2

DATA EXCLUSION ENDORSEMENT

This endorsement is applicable to the coverages contained in Coverage Schedule, Section 1, Parts A, B and C of the Policy.

CYBER AND DATA EXCLUSION

Addition of the following paragraphs:

4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

TRIPLEGUARD POLICY TERMS AND CONDITIONS TRIPLEGUARD INSURANCE – SECTION 1

Endorsement No. 5

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT

This endorsement is applicable to the coverages contained in Coverage Schedule, Section 1, Parts A, B and C of the Policy.

1. Notwithstanding any other provision of this policy to the contrary, this Policy do not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this Section, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - (a) for a Communicable Disease, or
 - (b) any property insured hereunder that is affected by such Communicable Disease.

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- (b) any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any Contagious Disease.
- 2. This exclusion will not apply to direct physical loss or direct physical damage to property and any resulting consequential loss, to the extent that an Insured establishes that such direct physical loss or direct physical damage was directly caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, windstorm, or hail, as described in Named Perils.
- 1. Wherever used in this Endorsement:
 - (a) "Building" means a fixed structure(s), whether permanent, incidental or temporary, and including all of the following:
 - (i) Fixed structures pertaining to the building(s) and located on the premises including, but not limited to, fences, signs and light standards.
 - (ii) Additions and extensions communicating with and in contact with the structure(s).
 - (iii) Permanent fittings and fixtures attached to and forming part of the structure(s).
 - (iv) Glass attached to and forming part of the structure(s), other than stained glass or art glass.
 - (v) Materials and supplies on the premises for maintenance, normal repairs and minor alterations to the structure(s) or for services pertaining to the structure(s).
 - (b) "Contagious Disease" means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:
 - (i) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
 - (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms; and
 - (iii) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.
 - (c) "Contents" means property consisting of any one or more of equipment, stock and tenant's improvements.
 - (d) "Named Perils" means:
 - (i) fire or lightning;
 - (ii) explosion: the following are not explosions within the intent or meaning of this form:
 - (A) electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - (B) bursting or rupture caused by hydrostatic pressure or freezing; or

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- 3. As used herein, a "Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

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

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- (C) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
- (iii) impact by aircraft, spacecraft or land vehicle: the terms aircraft and spacecraft include articles dropped from them. We will not be liable for loss or damage:
 - (A) that is cumulative;
 - (B) caused by land vehicles belonging to or under the control of the Insured or any of the Insured's employees;
 - (C) to aircraft, spacecraft or land vehicles causing the loss; or
 - (D) caused by any aircraft or spacecraft when being taxied or moved inside or outside of a Building.
- (iv) riot, vandalism or malicious acts: the term riot includes open assemblies of strikers and of locked-out employees inside or outside the Premises. We will not be liable for loss or damage:
 - (A) due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
 - (B) due to flood or release of water impounded by a dam, or due to any explosion other than an explosion as insured by this form; or
 - (C) due to theft or attempted theft.
- (v) smoke due to a sudden, unusual and faulty operation of any stationary furnace. We will not be liable for any cumulative damage.
- (vi) leakage from fire protective equipment : leakage or discharge from, collapse of, or rupture due to freezing of fire protective equipment for the Premises or adjoining structures.
- (vii) windstorm or hail.
We will not be liable for loss or damage:
 - (A) to the interior of the Building or business Contents inside the Building unless damage occurs concurrently with and results from an aperture caused by windstorm or hail; or
 - (B) directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence or landslide.

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

TRIPLEGUARD INSURANCE – SECTION I
PART D– COMMERCIAL GENERAL LIABILITY
ARTICLE 12
LIMITS OF INSURANCE
12.1 Limits of Insurance

- (a) The Limits of Insurance in the Memorandum of Insurance and the rules below fix the most we will pay regardless of the number of:
 - i. Insureds;
 - ii. Claims made or Actions brought; or

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TRIPLEGUARD INSURANCE – SECTION I
PART D– COMMERCIAL GENERAL LIABILITY
ARTICLE 12
LIMITS OF INSURANCE
12.1 Limits of Insurance

- (a) The Limits of Insurance in the Memorandum of Insurance and the rules below fix the most we will pay regardless of the number of:
 - i. Insureds;
 - ii. Claims made or Actions brought;

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- iii. Persons or organizations making claims or bringing Actions.

GENERAL CONDITIONS APPLICABLE TO SECTION 1 - TRIPLEGUARD™ PLAN APPLICABLE TO PART A AND PART B

13. REINSTATEMENT

Any loss shall not reduce the amount of coverage provided by this Section.

TRIPLEGUARD INSURANCE – SECTION I PART D– COMMERCIAL GENERAL LIABILITY ARTICLE 8 COMMON EXCLUSIONS

- (d) Pollution Liability paragraph (iii)

With respect to any insurance afforded to the Insured under Section 8.1(d)(i)(A)iv and Section 8.1(d)(i)(D)iv, the limit of Our liability shall be as follows:

\$ 1,000,000 Each Occurrence
\$ 1,000,000 Aggregate

TRIPLEGUARD INSURANCE – SECTION I PART D– COMMERCIAL GENERAL LIABILITY ARTICLE 12 LIMITS OF INSURANCE 12.2 Limits of Insurance

- (b) The Limits of Insurance in the Memorandum of Insurance and the rules below fix the most we will pay regardless of the number of:
 - iv. Insureds;
 - v. Claims made or Actions brought; or
 - vi. Persons or organizations making claims or bringing Actions.

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- iii. Persons or organizations making claims or bringing Actions; or
- iv. Number of Memoranda of Insurance issued to any Insured.
The highest Limit of Insurance will apply where more than one Memoranda of Insurance is issued to any Insured.

GENERAL CONDITIONS APPLICABLE TO SECTION 1 - TRIPLEGUARD™ PLAN APPLICABLE TO PART A AND PART B

13. REINSTATEMENT

With the exception of losses that are subject to Annual Aggregate limits of insurance (amount of coverage), any loss shall not reduce the amount of coverage provided by this Section

TRIPLEGUARD INSURANCE – SECTION I PART D– COMMERCIAL GENERAL LIABILITY ARTICLE 8 COMMON EXCLUSIONS

- (d) Pollution Liability paragraph (iii)

With respect to any insurance afforded to the Insured under Section 8.1(d)(i)(A)iv and Section 8.1(d)(i)(D)iv, the limit of Our liability shall be as follows:

\$ 5,000,000 Each Occurrence
\$ 5,000,000 Aggregate

TRIPLEGUARD INSURANCE – SECTION I PART D– COMMERCIAL GENERAL LIABILITY ARTICLE 12 LIMITS OF INSURANCE 12.1 Limits of Insurance

- (a) The Limits of Insurance in the Memorandum of Insurance and the rules below fix the most we will pay regardless of the number of:
 - v. Insureds;
 - vi. Claims made or Actions brought;
 - vii. Persons or organizations making claims or bringing Actions; or
 - viii. Number of Memoranda of Insurance issued to any Insured.
The highest Limit of Insurance will apply where more than one Memoranda of Insurance is issued to any Insured.
- (b) The General Aggregate Limit is the most we will pay for the sum of:
 - (i) Compensatory Damages under Article 1 except Compensatory Damages because of Bodily Injury or Property Damage included in the Products-Completed Operations Hazard;
 - (ii) Compensatory Damages under Article 2; and
 - (iii) Medical expenses under Article 3.
- (c) The Products-Completed Operations Aggregate Limit is the most we will pay under Article 1 for Compensatory Damages because of Bodily Injury and Property Damage included in the Products-Completed Operations Hazard.
- (d) Subject to Sections 12.1(a), or 12.1(b), whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

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- (i) Compensatory Damages under Article 1; and
- (ii) Medical payments under Article 3; because of all Bodily Injury and Property Damage arising out of any one Occurrence.
- (e) Subject to Section 12.1(a), the Personal and Advertising Injury Limit is the most we will pay under Article 2 for the sum of all Compensatory Damages because of all Personal and Advertising Injury sustained by any one person or organization.
- (f) The Tenants' Legal Liability limit is the most we will pay under Article 4 for Compensatory Damages because of Property Damage to any one premises.
- (g) Subject to Section 12.1(d), the Medical Expense Limit is the most we will pay under Article 3 for all medical expenses because of Bodily Injury sustained by any one person.
- (h) The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Memorandum of Insurance, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

No current wording

TRIPLEGUARD POLICY TERMS AND CONDITIONS TRIPLEGUARD INSURANCE – SECTION 1

Endorsement No. 14 To Section I

This endorsement is applicable to the coverages contained in Part A, B and D of the Policy

SINGLE DEDUCTIBLE PER OCCURRENCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided by the insurance policy it attaches to.

Notwithstanding any other provision of this Policy, and solely with respect to Section I, Parts A, B, and D of this Policy, if such coverage sections are subject to a deductible, as described or defined in each respective coverage section, and if one or more aforementioned coverage section responds to a single loss occurrence (as defined or described in each respective coverage section), whereby more than one deductible is to apply, this Policy will nonetheless apply just the single largest deductible of all applicable deductibles.

No current wording

TRIPLEGUARD POLICY TERMS AND CONDITIONS TRIPLEGUARD INSURANCE – SECTION 1

Endorsement No. 15 To Section I

This endorsement is applicable to the coverages contained in Part A, B, C and D of the Policy

TRADE AND ECONOMIC SANCTIONS

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No current wording.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Trade and Economic Sanctions

11. Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

TRIPLEGUARD POLICY TERMS AND CONDITIONS TRIPLEGUARD INSURANCE – SECTION 1

STATUTORY CONDITIONS, GENERAL CONDITIONS AND OTHER CONDITIONS

Please refer to the Statutory Conditions, General Conditions and Other Conditions applicable to your Province(s)/Territory(ies).

TRIPLEGUARD INSURANCE – SECTION 1

PART B - PRACTICE INTERRUPTION

ARTICLE 4

EXTENSIONS OF COVERAGE

4.3 Interruption by civil authority coverage extension

The insurance provided by this Part B is extended to insure the loss of Gross Income suffered by the Insured during the period of time, not exceeding four weeks, while access to the Premises is prohibited by order of civil authority, but only when such order is given as a direct result of physical damage to any property within a 1,000 meter radius of the Premises by a peril insured against under this Policy. Our maximum limit of liability under this Section 4.3 shall not exceed \$10,000.

GENERAL CONDITIONS APPLICABLE TO SECTION 1 -

TRIPLEGUARD™ PLAN

APPLICABLE TO PART A AND PART B

1. PERMISSIONS

Permission is granted:

- (b) to cease operations and close down from time to time and to remain vacant or unoccupied without limit of time as the Insured may deem necessary or convenient, but the Insured must notify CDSPI if the premises are to be vacant or unoccupied for a period exceeding sixty (60) days at any one time;

GENERAL CONDITIONS APPLICABLE TO SECTION 1 -

TRIPLEGUARD™ PLAN

APPLICABLE TO PART A AND PART B

2. RELEASE AND SUBROGATION

Upon making any payment or assuming liability therefor under these sections, we shall be subrogated to all rights of recovery of the Insured against any person and may bring action in the name of the Insured to enforce such rights.

No current wording

TripleGuard™ Insurance is underwritten by Zurich Insurance Company Ltd (Canadian Branch). The information contained here is a summary only. A full description of coverage and eligibility, including exclusions, restrictions and limitations can be found in the Policy Terms and Conditions governing the plan.