



**Policy Declarations**

<b>COMMERCIAL GENERAL INSURANCE POLICY</b>	Policy Number: <b>GAME02767-001</b> Status: New
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<b>NAMED INSURED:</b> Hike Ontario and Member Clubs	<b>BROKER:</b> Pearson Dunn Insurance Inc.
<b>MAILING ADDRESS:</b> 262 Lavender Dr Ancaster, ON, L9K 1E5	<b>BROKER ADDRESS:</b> 435 McNeilly Road, Suite 103 Stoney Creek, ON, L8E 5E3

<b>POLICY PERIOD:</b> <b>From: May 1, 2019 To: May 1, 2020</b>
12:01 a.m. Standard time at the Mailing Address of the Named Insured as stated herein.

**WARNING - THIS POLICY MAY CONTAIN A WARRANTY THAT MAY VOID COVERAGE**  
**This policy contains a clause which may limit the amount payable**

**The only insurance afforded by this Policy is that which is provided by the forms indicated below.**  
**Reference should be made to the applicable forms for details.**


<b>Location:</b> Various
<b>Description of Operations:</b> Sanctioned activities of the named insured

**Forms and Endorsements Applicable to the Commercial General Liability**

Form Number	Coverage and/or Form Name	Deductible (\$)	Limits of Insurance (\$)	Premium
5000102	<b>LIABILITY</b>			
5000102	Commercial General Liability Coverage Form			
	CGL Each Occurrence Limit		\$5,000,000	\$11,710.00
	Personal and Advertising Injury Limit		\$5,000,000	
	Medical Expense Limit (Any one person)		\$10,000	
	Products – Completed Operations Aggregate Limit		\$5,000,000	
	Tenants Legal Liability (Any one premises)	\$500	\$2,000,000	
	Commercial General Liability Per Occurrence Deductible			
	Property Damage	\$500		
	Bodily Injury	\$500		
	Incidental Medical Malpractice Liability		Included	
	Errors & Omissions Liability	\$500	\$1,000,000	
908000-01	Nonprofit Org.'s Directors' & Officers' Liability Form			
	A. Directors' & Officers' Liability, aggregate	\$0	\$2,000,000	\$1,000.00
	B. Employment Practices Liability, aggregate	\$0	\$2,000,000	
	C. Outside Directorships Liability, aggregate	\$0	\$2,000,000	
	Retroactive date: May 1, 2011			
5250902	Additional Insured – Blanket Basis		Included	
5000103	Employers Liability Coverage Extension		\$5,000,000	
5000200	Non-Owned Automobile – SPF No. 6		\$5,000,000	
5000201	S.E.F. No. 96 – Contractual Liability Endorsement		Included	
5000202	S.E.F. No. 99 – Excluding Long Term Leased Vehicles Endorsement		Included	
5000203	S.E.F. No. 94 – Legal Liability for Damage to Hired Automobiles All Perils	\$1,000	\$50,000	
5002598	O.E.F. 98B – Reduction of Coverage for Lessees Endorsements		Included	
<b>Endorsements to Policy</b>				
Refer to schedule on following page				\$3,700.00
<b>Location 1 Premium</b>				<b>\$16,410.00</b>

**Endorsements to Policy (Not Applicable if Blank)**

Additional Insured - Designated Person(s) or Organization(s) (Form 5200700)  
 Manuscript Endorsement #1: Non Profit Organization's Director' and Officers' Liability (Form 5210703) Premium:  
 \$3,700.00  
 Exclusion - Liquor Liability (Form 5210800)  
 Exclusion - Abuse (Form 5211110)

<b>Liability Rating Schedule</b>		
<b>Rating Basis</b>	<b>Rate Amount</b>	<b>Rating</b>
Flat	Approximately 3, 570 members	\$2.79 / member \$500 flat fee for "day hikers" Oak Ridges Trail Association Event \$1,250
<b>Minimum Retained Premium</b>		<b>\$12,308</b>
<b>Signed by GameDay Insurance Inc. on Behalf of the Companies providing insurance.</b>	<b>Total or Advanced Liability Premium</b>	<b>\$16,410.00</b>
 <b>Authorized Signature</b>		

**List of Subscribing Companies Endorsement**

We, the Subscribing Companies, as shown below or as amended by endorsement to this Coverage Form, shall severally (not jointly or jointly and severally) share and pay, in the percentages shown below, each of the Limits of Insurance shown in the policy Declarations.  
 Furthermore, all claims payments and related costs and expenses payable under this Coverage Form shall also be shared in the same percentages listed below.

<b>No.</b>	<b>Subscribing Company</b>	<b>Limits of Insurance Percentage</b>
01	Aviva Insurance Company of Canada	100%

**SHORT RATE CANCELLATION TABLE (% of premium to return)**

Does not apply to policies with a term not equal to 12 months.

Time-on-Risk (Days)	Time-on-Risk (Days)		Time-on-Risk (Days)		Time-on-Risk (Days)		Time-on-Risk (Days)		Time-on-Risk (Days)		
	Return %	Return %	Return %	Return %	Return %	Return %	Return %	Return %	Return %		
1	95	37 - 40	79	97 - 98	63	154 - 156	47	219 - 223	31	292 - 296	15
2	94	41 - 43	78	99 - 102	62	157 - 160	46	224 - 228	30	297 - 301	14
3 - 4	93	44 - 47	77	103 - 105	61	161 - 164	45	229 - 232	29	302 - 305	13
5 - 6	92	48 - 51	76	106 - 109	60	165 - 167	44	233 - 237	28	306 - 310	12
7 - 8	91	52 - 54	75	110 - 113	59	168 - 171	43	238 - 241	27	311 - 314	11
9 - 10	90	55 - 58	74	114 - 116	58	172 - 175	42	242 - 246	26	315 - 319	10
11 - 12	89	59 - 62	73	117 - 120	57	176 - 178	41	247 - 250	25	320 - 323	09
13 - 14	88	63 - 65	72	121 - 124	56	179 - 182	40	251 - 255	24	324 - 328	08
15 - 16	87	66 - 69	71	125 - 127	55	183 - 187	39	256 - 260	23	329 - 332	07
17 - 18	86	70 - 73	70	128 - 131	54	188 - 191	38	261 - 264	22	333 - 337	06
19 - 20	85	74 - 76	69	132 - 135	53	192 - 196	37	265 - 269	21	338 - 342	05
21 - 22	84	77 - 80	68	136 - 138	52	197 - 200	36	270 - 273	20	343 - 346	04
23 - 25	83	81 - 83	67	139 - 142	51	201 - 205	35	274 - 278	19	347 - 351	03
26 - 29	82	84 - 87	66	143 - 146	50	206 - 209	34	279 - 282	18	352 - 355	02
30 - 32	81	88 - 91	65	147 - 149	49	210 - 214	33	283 - 287	17	356 - 360	01
33 - 36	80	92 - 94	64	150 - 153	48	215 - 218	32	288 - 291	16	361 - 366	00

**CANCELLATION OF POLICY**

If you wish to cancel this policy, please sign the following and return this certificate to your agent.

In consideration of A RETURN PREMIUM to be calculated as provided in the policy conditions and to be paid by, the Insurer to the Insured, this policy is hereby cancelled.

\_\_\_\_\_  
Date  
PAYEE, if any, must discharge  
interest by signing this Form.

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

\_\_\_\_\_  
Payee

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM (5000102)

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under Paragraph 3. of Section II – Who is an Insured. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V –Definitions.

**Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.**

### SECTION I – COVERAGES

#### COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

- (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage's A, B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage's A, B and D.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

##### 2. Exclusions

This insurance does not apply to:

###### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.

**c. Workers' Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.

**d. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business

This exclusion applies:

- (i) Whether the insured may be liable as an employer or in any other capacity; and
- (ii) To any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

This exclusion does not apply to:

- (a) Liability assumed by the insured under an "insured contract"; or
- (b) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

**e. Aircraft or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any insured of:

- (i) Any aircraft, air cushion vehicle or watercraft; or
- (ii) Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft that is:
  - (a) Less than 10 metres long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

**f. Automobile**

"Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of the ownership, use or entrustment to others by or on behalf of the insured of any "automobile". Use includes operation and "loading or unloading". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury" or "property damage".

This exclusion also applies to:

- (a) any motorized snow vehicle or its trailers falling within the definition of "automobile".
- (b) any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity whether or not it is required by law to be insured under a contract evidenced by a motor vehicle liability policy.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, use or entrustment to others of any "automobile".

This exclusion does not apply to:

- (1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law.
- (2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" owned by the Insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the "automobile" is insured.
- (3) the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment, but this exception does not apply when such equipment is used for the purpose of "loading or unloading".

**g. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in your care, custody or control;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**h. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**i. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**j. Damage To Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**k. Recall of Products, Work or Impaired Property**

"Compensatory damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**l. Electronic Data**

"Compensatory damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**m. Personal and Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**n. Professional Services**

"Bodily injury" (other than "incidental medical malpractice injury"), or "property damage" due to the rendering of or failure to render by you or on your behalf of any "professional services" for others, or any error or omission, malpractice or mistake in providing those services.

**o. Asbestos** – see Common Exclusions

**p. Fungi or Spores** – see Common Exclusions

**q. Nuclear**– see Common Exclusions

**r. Pollution** – see Common Exclusions

**s. Terrorism** – see Common Exclusions

**t. War Risks** – see Common Exclusions

**COVERAGE B. PERSONAL and ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "action" that may result. But:

- (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage's A, B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage's A, B and D.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media and Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 22. a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Asbestos - see Common Exclusions**

**n. Fungi or Spores - see Common Exclusions**

**o. Nuclear- see Common Exclusions**



- p. **Pollution** - see Common Exclusions
- q. **Terrorism** - see Common Exclusions
- r. **War Risks** - see Common Exclusions

## COVERAGE C. MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section III - Limits of Insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

#### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

#### g. Coverage A Exclusions

Excluded under Coverage A.

## COVERAGE D. TENANTS' LEGAL LIABILITY

### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. This insurance applies only to "property damage" to premises of others rented to you or occupied by you. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

- (1) The amount we will pay for "compensatory damages" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B and D.

b. This insurance applies to "property damage" only if:

- (1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.

d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
- (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.

### 2. Exclusions

This insurance does not apply to:

#### a. Expected or Intended Injury

"Property damage" expected or intended from the standpoint of the insured.

#### b. Contractual Liability

"Property damage" for which the insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the insured would have in the absence of the contract or agreement.

c. **Asbestos** - see Common Exclusions

d. **Fungi or Spores** - see Common Exclusions

e. **Nuclear**- see Common Exclusions

f. **Pollution** - see Common Exclusions

g. **Terrorism** - see Common Exclusions

h. **War Risks** - see Common Exclusions

## COVERAGE E. ERRORS and OMISSIONS LIABILITY

### 1. Insuring Agreement

- a. We will pay those sums the insured becomes legally obligated to pay as "compensatory damages" because of a "wrongful act", to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D and E. We will have the right and duty to defend any "action" seeking those compensatory damages. But:
  - i. the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
  - ii. we may investigate and settle any claim or "action" at our discretion; and
  - iii. our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlement under Coverage A, B, D or E or medical expenses under Coverage C.
- b. This insurance applies to "wrongful act" only:
  - i. committed in the "coverage territory" during the policy period; and
  - ii. arising out of the conduct of your operation.

### 2. Exclusion

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury"
- b. Your gaining in fact any personal profit or advantage to which you were not legally entitled.
- c. Acts of fraud or dishonesty.
- d. Any failure or omission on your part to effect or maintain insurance.
- e. Claims or "action" seeking relief, or redress, in any form other than money damages.
- f. Fees or expenses relating to claims, demands or "action" seeking relief or redress in any form other than money damages.
- g. Asbestos - see Common Exclusions
- h. Fungi or Spores - see Common Exclusions
- i. Nuclear - see Common Exclusions
- j. Pollution - see Common Exclusions
- k. Terrorism - see Common Exclusions
- l. War Risks - see Common Exclusions

### COMMON EXCLUSIONS - COVERAGES A, B, C D and E

This insurance does not apply to:

#### 1. Asbestos

"Bodily injury", "property damage", or "personal and advertising injury" 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, 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 asbestos or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

#### 2. Fungi or Spores

- a. "Bodily injury", "property damage", "personal and advertising injury" or "any other cost, loss or expense incurred by others, arising directly or indirectly from 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";
- b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
- c. 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 a. or b. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

This exclusion shall not apply to "bodily injury" or "property damage" which results directly from:

1. a "products-completed operations hazard" not otherwise excluded by this Coverage Form;

The most we will pay under this exception for all "bodily injury" and "property damage" in any policy period is \$250,000.

The Limit of Insurance provided by this exception shall be included in and is not in addition to any other Limits of Insurance provided for "bodily injury" or "property damage" under this Coverage Form.

### 3. Nuclear Energy Liability

- a. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- b. "Bodily injury", "property damage" or "personal and advertising injury" with respect to which an insured under this Coverage Form 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", "property damage" or "personal and advertising injury" 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 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 contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

### 4. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment that is not an "automobile" or its parts, if such fuels, lubricants or other operating fluids escape from a mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Section (2) does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

## 5. Terrorism

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

## 6. War Risks

"Bodily injury", "property damage" or "personal and advertising injury" 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 contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

## SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D

1. We will pay, with respect to any claim we investigate or settle, or any "action" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "action", including actual loss of earnings up to \$250 a day because of time off from work.
  - d. All costs assessed or awarded against the insured in the "action".
  - e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against an "action" and an indemnitee of the insured is also named as a party to the "action", we will defend that indemnitee if all of the following conditions are met:
  - a. The "action" against the indemnitee seeks "compensatory damages" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "action" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "action" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "action";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "action";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "action"; and
      - (b) Conduct and control the defense of the indemnitee in such "action".

So long as the above conditions are met, legal fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I - Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership, limited liability partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your shareholders are also insureds, but only with respect to their liability as shareholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
      - (c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs (1)(a) or (b) above;
      - (d) Arising out of his or her providing or failing to provide professional health care services; or
      - (e) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
  
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
  - e. Your "members" while participating in or training for a "sanctioned sports event"
3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverages A and D do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.No person or organization is an insured with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "actions" brought; or
  - c. Persons or organizations making claims or bringing "actions".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. "Compensatory damages" under Coverage A, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - b. "Compensatory damages" under Coverage B; and
  - c. Medical expenses under Coverage C.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. "Compensatory damages" under Coverage A; and
  - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
5. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.
6. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for "compensatory damages" because of "property damage" to any one premises.
7. Subject to 4. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person

The Limits of Insurance of this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 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.

#### 8. Deductible

1. Our obligation under Bodily Injury Liability, Property Damage Liability and Tenants' Legal Liability to pay "compensatory damages" on your behalf applies only to the amount of "compensatory damages" in excess of any deductible amounts stated in the Declarations as applicable to such coverage's, and the limits of insurance applicable to each "occurrence" for Bodily Injury Liability and Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible. The Products -Completed Operations Aggregate Limit and the General Aggregate Limit for such coverages shall not be reduced by the application of such deductible amount.
2. The deductible amounts stated in the Declarations apply as follows:
  - A. Per Claim Basis - if the deductible is on a per claim basis, the deductible amount applies:
    - 1) Under Coverage A:
      - a. Bodily Injury Liability or Property Damage Liability respectively:
        - (i) To all "compensatory damages" because of "bodily injury" sustained by one person, or
        - (ii) To all "compensatory damages" because of "property damage" sustained by one person or organization, as the result of any one "occurrence".
      - b. Bodily Injury Liability and Property Damage Liability combined, to all "compensatory damages" because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence".
    - 2) Under Coverage D. Tenants' Legal Liability, to all "compensatory damages" because of "property damage" sustained by one person or organization as the result of any one "occurrence".
  - B. Per Occurrence Basis - if the deductible is on a per occurrence basis, the deductible amount applies:
    - 1) Under Coverage A:
      - a. Bodily Injury Liability or Property Damage Liability respectively:
        - (i) To all "compensatory damages" because of "bodily injury" as the result of any one "occurrence", or
        - (ii) To all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".

- b. Bodily Injury Liability and Property Damage Liability combined, to all "compensatory damages" because of "bodily injury" and "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
  - 2) Under Coverage D. Tenants' Legal Liability, to all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".

3. The terms of this insurance, including those with respect to:

- a) our right and duty to defend any "action" seeking those "compensatory damages"; and
- b) your duties in the event of an "occurrence", claim or "action"

apply irrespective of the application of the deductible amount.

4. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

#### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

##### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Form.

##### 2. Canadian Currency Clause

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

##### 3. Changes.

This Coverage Form contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Coverage Form with our consent. This Coverage Form's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Form.

##### 4. Duties In The Event Of Occurrence, Offense, Claim or Action

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "action" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "action" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "action" as soon as practicable.

- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "action"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### 5. Examination Of Your Books and Records.

We may examine and audit your books and records as they relate to this Coverage Form at any time during the policy period and up to three years afterward.

##### 6. Inspections and Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.



2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

## 7. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "compensatory damages" that are not payable under the terms of this Coverage Form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

## 8. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage's A, B or D of this Coverage Form, our obligations are limited as follows:

### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Property Insurance which also includes but is not limited to Builder's Risk, Installation Floater or similar coverage for "your work" or for premises of others rented to you or occupied by you;
  - (b) If the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion e. of Section I - Coverage A - Bodily Injury and Property Damage Liability
  - (c) Any other insurance available to a "member".
- (2) Any other primary insurance available to you covering liability for "compensatory damages" arising out of the premises or operations or products-completed operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverage's A, B or D to defend the insured against any "action" if any other insurer has a duty to defend the insured against that "action". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 9. Premium Adjustment

- a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.
- b. The Advance Liability Premium shown in the Declarations is a deposit premium only. At the end of each policy period we will compute the earned premium for that period. If such earned premium is greater than the liability premium initially charged, the first Named Insured shall pay the excess to us. If, however, the earned premium is less than the liability premium initially charged, we will return the excess to the first Named Insured subject to the retention of the minimum liability premium shown in the Declarations.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 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 we pay.

## 11. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

## 12. Separation Of Insured's, Cross Liability

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form 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 claim is made or "action" is brought.

## 13. Termination

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to us advance written notice of termination.
- b. Subject to paragraph c. below, we may terminate this policy by giving to the first Named Insured
  - (1) 5 days written notice of termination personally delivered, or
  - (2) 15 days notice of termination by registered mail if termination is for non-payment of premium, or
  - (3) 30 days notice of termination by registered mail if termination is for any other reason.

Registered mail termination takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination.

- c. To the extent that the Civil Code of the Province of Quebec is applicable to this policy General Conditions and Provisions as set out in the Civil Code of the Province of Quebec apply. Accordingly, we may terminate this policy by giving to the first Named Insured
  - (1) 15 days notice of termination by registered mail if termination is for non-payment of premium, or
  - (2) 30 days notice of termination by registered mail if termination is for any other reason.

Registered mail termination takes effect 15 or 30 days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.

- d. The policy period will end on the date termination takes effect.
- e. If this policy is terminated, we will send the first Named Insured any premium refund due. If we terminate, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if we have not made or offered a refund.

#### 14. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

#### 15. Transfer Of Your Rights and Duties Under This Coverage Form

Your rights and duties under this Coverage Form may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

### SECTION V - DEFINITIONS

1. "Action" means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
  - a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
3. "Automobile" means a land motor vehicle, trailer or semi trailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Compensatory damages" means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
6. "Coverage territory" means:
  - a. Canada and the United States of America (including its territories and possessions).
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of an insured person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker" and a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
11. "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.

12. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
13. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
14. "Incidental medical malpractice injury" means "bodily injury" arising out of the rendering of or failure to render, during the policy period, the following services:
- i) medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
  - ii) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in i) and ii) above.
15. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - d. Any other easement agreement;
  - e. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
  - f. An elevator maintenance agreement;
  - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph g. does not include that part of any contract or agreement:
- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render "professional services", including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
16. "Leased worker" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
17. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an
    - (1) aircraft or watercraft;
    - (2) "automobile" by means of attached machinery that is designed for and used exclusively for the purpose of loading and unloading of the "automobile" to which it is attached and has no other purpose;
  - b. While it is in or on an aircraft, watercraft or "automobile"; or
  - c. While it is being removed from an
    - (1) aircraft or watercraft;
    - (2) "automobile" by means of attached machinery that is designed for and used exclusively for the purpose of loading and unloading of the "automobile" to which it is attached and has no other purpose;

to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
18. "Members" means a group or person who has fully paid all dues and fees and is in good standing with all requirements of your organization
19. "Nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".

- 20 "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 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.
21. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
22. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
23. "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.
24. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - b. Does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
25. "Professional services" shall include but not be limited to:
- a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - b. Any professional service or treatment conducive to health;
  - c. Professional services of a pharmacist;
  - d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
26. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
27. "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.
28. "Sanctioned sports events" mean all games, competitions, sports demonstrations, including related practice and training, social and fundraising activities authorized by you and run by you or your "members". Authorizations shall be granted by you by way of written procedural manual or specific agreement in writing by your authorized executives.
29. "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

30. "Temporary worker" means a person who is retained by you under a contract of service to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
31. "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.
32. "Wrongful act" means:
- a. Any actual or alleged error, misstatement, or misleading statement by an insured;
  - b. Any actual or alleged act, omission, neglect or breach of duty by an insured.
- A "wrongful act" does not include any activity of an insured who is a member of a licensed or certified profession where such activity is related to the practice of such profession, whether on a voluntary basis or otherwise.
33. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
34. "Your product":
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
35. "Your work":
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
    - (2) The providing of or failure to provide warnings or instructions.

#### Description Of Terms Used For Rating Basis In The Liability Rating Schedule

**Area** - The total number of square metres of floor space at the insured premises, excluding that portion of basements used exclusively for storage or that portion of the premises used for heating or air conditioning plant purposes. Rates apply per 100 square metres of area.

**Basic** - A basic charge is in addition to the premium developed from the application of exposure charges and applies per location.

**Cost of Work (For work sublet to others)** - The total cost of all operations performed for you by independent contractors, including the cost of materials furnished, used or delivered for use in the execution of the work. Rates apply per \$1,000 of cost of work.

**Admissions** - The total number of persons, other than your employees, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes. Rates apply per 100 admissions.

**Payroll** - The total earnings for each owner, partner, executive officer and employee. Rates apply per \$1,000 of payroll.

**Revenue** - The gross amount of money charged for all work or services performed by or on your behalf or for goods and products sold and distributed by you or by others trading under the your name. Rates apply per \$1,000 of revenue.

**Each** - The unit of exposure is indicated in the Liability Rating Schedule. Rates apply per unit of exposure.

**Units** - A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together or by a person living alone. Rates apply per unit.

**Other** - Rates apply per designated article. (i.e. person, object, event)

**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
(BLANKET BASIS) (5250902)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

WHO IS AN INSURED (SECTION II) is amended to include as an insured:

1. Any owner with whom you have entered into an "insured contract" where it is a condition of that "insured contract" that you purchase and/or maintain insurance such as is afforded by this Coverage Form that will protect the owner, but only with respect to liability arising out of operations performed by you or on your behalf.
2. Any railroad with whom you have entered into an "insured contract" where it is a condition of that "insured contract" that you purchase and/or maintain insurance such as is afforded by this Coverage Form that will protect the railroad, but only with respect to liability arising out of operations performed by you or on your behalf.

**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

**EMPLOYERS' LIABILITY COVERAGE EXTENSION (5000103)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

With respect to claims or "actions" because of "bodily injury" to an "employee" of the insured arising out of and in the course of employment by the insured in the business described in the Declarations:

1. Exclusions d. and f. under SECTION 1 - COVERAGE A - BODILY INJURY and PROPERTY DAMAGE LIABILITY do not apply;
2. Exclusion e. under SECTION 1- COVERAGE A - BODILY INJURY and PROPERTY DAMAGE LIABILITY is deleted and replaced by the following:

This insurance does not apply to:

**e. Aircraft**

"Bodily injury" arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any insured of:

- (i) Any aircraft or air cushion vehicle; or
- (ii) Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" involved the ownership, maintenance, use or entrustment to others of any aircraft.

3. The following exclusion is added to SECTION 1 - COVERAGE A - BODILY INJURY and PROPERTY DAMAGE LIABILITY:

This insurance does not apply to "bodily injury" to an "employee" while employed in violation of the law with your actual knowledge or the actual knowledge of any of your "executive officers".



# NONPROFIT ORGANIZATION'S DIRECTORS' & OFFICERS' LIABILITY FORM

THIS FORM APPLIES ONLY TO "CLAIMS" OF WHICH AN INSURED FIRST BECOMES AWARE AND REPORTS TO THE INSURER DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD

## I. INSURING AGREEMENT

1. The Insurer will pay "damages" for which an Insured is legally liable and to which this form applies. The Insurer will have the right and duty to defend that Insured against any "claim" for such "damages". The Insurer will have no duty to defend that Insured against any "claim" for "damages" to which this form does not apply. The Insurer may, at its sole discretion, investigate any "wrongful act" and settle any such "claim".
2. The amount the Insurer will pay as "damages" is limited as described in IV. LIMITS OF INSURANCE.
3. The Insurer's right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments and settlements.
4. Except as specifically stated in the Liability Conditions, the Insurer has no other obligation to make payments or undertake acts or services.

## II. COVERAGES

### A. DIRECTORS' AND OFFICERS' LIABILITY

1. Coverage A. of this form applies to any "wrongful act" in the corporate governance of the "Named Insured", but only if:
  - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
  - b. a "claim" for such "wrongful act" is:
    - i. first made, and
    - ii. reported to the Insurerduring:
    - (a) the policy period; or
    - (b) if applicable, the extended reporting period, as described in Liability Condition V. 2. EXTENDED REPORTING PERIOD; and
  - c. the "wrongful act" is committed:
    - i. in the normal course of the not-for-profit operations shown on the "Policy Declarations";
    - ii. in the "coverage territory"; and
    - iii. (a) if a retroactive date is shown for this form on the "Policy Declarations", between that retroactive date and the end of the policy period; or
    - (b) if no retroactive date is shown for this form on the "Policy Declarations", before the end of the policy period.
2. All "claims" for "wrongful acts" made by:
  - a. any one person or the dependents or beneficiaries of that person, or
  - b. any one organization or the owners, directors, officers or trustees of that organizationwill be considered as having been made at the time the first of those "claims" is made against any Insured.

### 3. EXCLUSIONS

Coverage A. does not apply to "claims":

- a. **Abuse**
  - i. Arising directly or indirectly from "abuse" committed or alleged to have been committed by any Insured, including the resultant transmission of disease;
  - ii. based on the practices of the "Named Insured" for:
    - (a) hiring an "employee",
    - (b) acceptance of a "volunteer worker", or
    - (c) supervision or retention of any person who is alleged to have committed "abuse";
  - iii. alleging knowledge by any Insured of the alleged "abuse"; or
  - iv. alleging failure by any Insured to prevent "abuse" or to report "abuse" to the appropriate authorities. This exclusion does not apply to an Insured who has no knowledge of the "abuse".
- b. **Advertising injury, bodily injury, personal injury or property damage**

See exclusion III. 1. of this form.

c. **Asbestos**

See exclusion III. 2. of this form.

d. **Contract breach**

Arising from any breach of contract. This exclusion does not apply to an Insured who has no knowledge of such contract breach.

e. **Criminal, dishonest or fraudulent act**

Arising from any criminal, dishonest or fraudulent act, error or omission committed by or at the direction of any Insured. This exclusion does not apply:

- i. to an Insured who did not commit, consent to, direct or participate in such act, error or omission; or
- ii. until a judgment or other final adjudication finds that such act, error or omission is criminal, dishonest or fraudulent.

f. **Discrimination**

Arising from discrimination that is:

- i. an offence under the Criminal Code of Canada;
- ii. related to employment; or
- iii. covered by any other valid insurance.

g. **Employment-related practice**

Arising from any "employment practice". This exclusion applies:

- i. whether any Insured is liable as an employer or in any other capacity; and
- ii. to any obligation to share "damages" with or repay another who is liable for "damages" because of such "employment practice".

h. **Fiduciary duty breach**

See exclusion III. 3. of this form.

i. **Fines, penalties or taxes**

See exclusion III. 4. of this form.

j. **Fungi or spores**

See exclusion III. 5. of this form.

k. **Known wrongful acts**

See exclusion III. 6. of this form.

l. **Mental injury**

Arising from anguish, shock or other mental injury sustained by a person, including care, loss of services or death resulting from any of these at any time.

m. **Nuclear risks**

See exclusion III. 7. of this form.

n. **Pollution**

See exclusion III. 8. of this form.

o. **Professional services**

See exclusion III. 9. of this form.

p. **Terrorism**

See exclusion III. 10. of this form.

q. **Unentitled advantage or profit**

Arising from any Insured gaining an advantage or profit to which such Insured is not legally entitled. This exclusion does not apply to an Insured who did not consent to, direct or participate in such advantage or profit.

r. **War**

See exclusion III. 11. of this form.

## **B. EMPLOYMENT PRACTICES LIABILITY**

1. Coverage B. of this form applies to any "wrongful act" in any "employment practice" by or on behalf of the "Named Insured", but only if:
  - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
  - b. a "claim" for such "wrongful act" is:

- i. first made, and
    - ii. reported to the Insurer during:
      - (a) the policy period; or
      - (b) if applicable, the extended reporting period, as described in Liability Condition V. 2. EXTENDED REPORTING PERIOD; and
  - c. the “wrongful act” is committed:
    - i. in the normal course of the not-for-profit operations shown on the “Policy Declarations”;
    - ii. in the “coverage territory”; and
    - iii. (a) if a retroactive date is shown for this form on the “Policy Declarations”, between that retroactive date and the end of the policy period; or
      - (b) if no retroactive date is shown for this form on the “Policy Declarations”, before the end of the policy period.
2. All “claims” for “wrongful acts” made by any one person or the dependents or beneficiaries of that person will be considered as having been made at the time the first of those “claims” is made against any Insured.

3. **EXCLUSIONS**

Coverage B. does not apply to “claims”:

- a. **Advertising injury, bodily injury, personal injury or property damage**  
See exclusion III. 1. of this form.
- b. **Asbestos**  
See exclusion III. 2. of this form.
- c. **Collective agreement grievance**  
Arising from a grievance brought pursuant to any collective agreement.
- d. **Fiduciary duty breach**  
See exclusion III. 3. of this form.
- e. **Fines, penalties or taxes**  
See exclusion III. 4. of this form.
- f. **Fungi or spores**  
See exclusion III. 5. of this form.
- g. **Known wrongful acts**  
See exclusion III. 6. of this form.
- h. **Nuclear risks**  
See exclusion III. 7. of this form.
- i. **Pollution**  
See exclusion III. 8. of this form.
- j. **Professional services**  
See exclusion III. 9. of this form.
- k. **Terrorism**  
See exclusion III. 10. of this form.
- l. **War**  
See exclusion III. 11. of this form.

**C. OUTSIDE DIRECTORSHIPS LIABILITY**

1. Coverage C. of this form applies to any “wrongful act” in the corporate governance of any “outside organization”, but only if:
- a. a limit of insurance for this coverage is shown on the “Policy Declarations”;
  - b. a “claim” for such “wrongful act” is:
    - i. first made against an Insured, and
    - ii. reported to the Insurer during:
      - (a) the policy period; or
      - (b) if applicable, the extended reporting period, as described in Liability Condition V. 2. EXTENDED REPORTING PERIOD;

- c. such "outside organization" is legally prohibited from or financially incapable of indemnifying such Insured for liability arising from the "wrongful act"; and
  - d. the "wrongful act" is committed:
    - i. in the normal course of the operations of such "outside organization";
    - ii. in the "coverage territory"; and
    - iii. (a) if a retroactive date is shown for this form on the "Policy Declarations", between that retroactive date and the end of the policy period; or
      - (b) if no retroactive date is shown for this form on the "Policy Declarations", before the end of the policy period.
2. All "claims" for "wrongful acts" made by:
- a. any one person or the dependents or beneficiaries of that person, or
  - b. any one organization or the owners, directors, officers or trustees of that organization
- will be considered as having been made at the time the first of those "claims" is made against any Insured.
3. **EXCLUSIONS**  
Coverage C. does not apply to "claims":
- a. **Coverage A. exclusions**  
That would be excluded by Coverage A. of this form if the "claim" had arisen from a "wrongful act" in the corporate governance of the "Named Insured".
  - b. **Outside organization's claim**  
Made against any Insured by or on behalf of:
    - i. the "outside organization"; or
    - ii. any owner, director, officer or trustee of the "outside organization".

### III. EXCLUSIONS APPLICABLE TO ALL COVERAGES

This form does not apply to:

1. **Advertising injury, bodily injury, personal injury or property damage**  
"Bodily injury", "personal and advertising injury" or "property damage".
2. **Asbestos**  
Any actual or alleged liability for any legal remedy of any kind whatsoever 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 contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".
3. **Fiduciary duty breach**  
Any breach of any fiduciary duty or responsibility in the "administration" of an "employee benefits program".
4. **Fines, penalties or taxes**  
Fines, penalties or taxes.
5. **Fungi or spores**
  - a. Any actual or alleged liability for 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, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
  - b. any loss, cost or expense arising from any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with III. 5. a.; or
  - c. any obligation to pay "damages", share "damages" with or repay someone else who must pay "damages" because of III. 5. a. or b.

Exclusions III. 5. a., b. and c. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".
6. **Known wrongful acts**  
Any "wrongful act" that, before the policy period, was:
  - a. known to any Insured; and
  - b. undisclosed to the Insurer.
7. **Nuclear risks**
  - a. Liability imposed by or arising from any nuclear liability act, law or statute, or any amendment to these;
  - b. any liability with respect to which any Insured is also insured under a contract of nuclear energy liability insurance (whether that Insured is unnamed in such contract and whether or not it is legally enforceable by that Insured) issued by

the Nuclear Insurance Association of Canada or any other insurer or pool of insurers, or would be an insured under any such contract but for its termination upon exhaustion of its limit of liability; or

- c. the "nuclear energy hazard" arising from:
  - i. the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of any Insured;
  - ii. the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or
  - iii. the possession, consumption, use, handling, disposal or transportation of "fissionable substances" or of other "radioactive material" used, distributed, handled or sold by any Insured.

Exclusions III. 7. a., b. and c. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".

#### 8. **Pollution**

- a. Any actual or alleged liability for any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants";
- b. any loss, cost or expense arising from any:
  - i. request, demand, order, statutory requirement or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants";
  - ii. "claim" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing or in any way responding to or assessing the effects of "pollutants".

#### 9. **Professional services**

- a. The rendering of or failure to render any "professional services" by any Insured; or
- b. any error, omission, malpractice or mistake in providing such "professional services".

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured.

#### 10. **Terrorism**

- a. "Terrorism"; or
- b. any activity or decision of a government agency or other entity to prevent or respond to or terminate "terrorism".

Exclusions III. 10. a. and b. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".

#### 11. **War**

War, invasion, act of foreign enemy, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".

### **IV. LIMITS OF INSURANCE**

- 1. The limits of insurance shown for this form on the "Policy Declarations" and the following rules fix the most the Insurer will pay as "damages", regardless of the number of:
  - a. Insureds;
  - b. "claims" made; or
  - c. people or organizations making "claims".
- 2.
  - a. The Directors and Officers Aggregate limit is the most the Insurer will pay under Coverage A. for "damages" because of all "wrongful acts" in the corporate governance of the "Named Insured".
  - b. The Employment Practices Liability Aggregate limit is the most the Insurer will pay under Coverage B. for "damages" because of all "wrongful acts" in any "employment practice" by or on behalf of the "Named Insured".
  - c. The Outside Directorships Liability Aggregate limit is the most the Insurer will pay under Coverage C. for "damages" because of all "wrongful acts" in the corporate governance of any "outside organization".
- 3.
  - a. If the policy period shown on the "Policy Declarations" is 12 months or less, each Aggregate limit is the most the Insurer will pay during the policy period; or
  - b. if the policy period shown on the "Policy Declarations" is more than 12 months, each Aggregate limit is the most the Insurer will pay during each consecutive 12-month period within the policy period, starting from the beginning of the policy period; and
  - c. if the policy period shown on the "Policy Declarations" is extended after issuance of the policy, the additional period will be considered part of the immediately preceding policy period for the purpose of determining the applicable Aggregate limit.

### **V. INSUREDS**

The following are Insureds under this form:

1. If the "Named Insured" is:
  - a. An association:
    - i. the association; and
    - ii. any past, present or future director or officer of such association, but only with respect to duties as a director or officer.
  - b. A trust:
    - i. the trust; and
    - ii. any past, present or future trustee of such trust, but only with respect to duties as a trustee.
  - c. A not-for-profit organization not described in V. 1. a. or b.:
    - i. the organization; and
    - ii. any past, present or future director or officer of such organization, but only with respect to duties as a director or officer.
2. Any not-for-profit subsidiary of the "Named Insured" that is in existence at the beginning of the policy period.
3. Any past, present or future "employee" or "volunteer worker" of the "Named Insured" who is not also an officer, but only for acts performed on the direct instructions of a director, officer or trustee of the "Named Insured".
  
4. If an Insured individual dies or is declared incompetent, insolvent or bankrupt:
  - a. any person or organization having lawful temporary custody of the property of that Insured, but only:
    - i. with respect to liability arising from any "wrongful act" for which insurance is provided by this form; and
    - ii. until a legal representative for that Insured has been appointed; and
  - b. the legal representative of that Insured, but only with respect to duties as such.
5. The "spouse" of any Insured individual described in V. 1. a. ii., b. ii., c. ii. or V. 3., but only if:
  - a. such "spouse" is named as a co-defendant in any "claim" to which this form applies; and
  - b. such "spouse" is so named only because of:
    - i. being the "spouse" of the Insured individual; or
    - ii. having an ownership interest in property whose recovery is sought in the "claim".

## VI. DEFINITIONS

Wherever used in this form and its conditions and endorsements attached to this policy:

1. "abuse" means any act or threat involving corporal punishment, harassment, molestation or any other form of mental, physical or sexual abuse.
2. "administration" means:
  - a. giving advice or information to an "employee" or the beneficiaries or dependents of an "employee" with respect to eligibility for or scope of benefits;
  - b. handling records of benefits; and
  - c. effecting, continuing or terminating the participation of an "employee" for benefits.
3. "bodily injury" means bodily injury, sickness or disease sustained by a person, including care, loss of services or death resulting from any of these at any time.
4. "claim" means:
  - a. a written or oral notice received by any Insured that it is the intention of any party to hold that Insured responsible for a "wrongful act" to which this form applies; or
  - b. a specific written or oral allegation received by any Insured that a "wrongful act" to which this form applies has been committed by any Insured.
5. "coverage territory" means Canada and the United States of America (including its territories and possessions).
6. "damages" means monetary damages, including prejudgment interest, due or awarded in payment:
  - a. as compensation for actual loss; and
  - b. as punishment or deterrence for wilful, malicious, or oppressive behaviour, provided:
    - i. insurance for such punitive or deterrent damages is permitted by law; and
    - ii. any Insured against whom such punitive or deterrent damages are awarded is not, in fact, directly responsible for such behaviour.
7. "employee" means any person (including an officer):
  - a.
    - i. while in the regular service of the employer at the time of the "wrongful act";
    - ii. whom the employer compensates by salary, wages or commissions; and
    - iii. whom the employer has the right to govern and direct in the performance of such service;

- b. leased to the employer, at the time of the “wrongful act”, by a labour leasing organization to perform duties related to the conduct of the employer’s business; or
  - c. engaged, at the time of the “wrongful act”, to:
    - i. substitute for a permanent employee who is on leave; or
    - ii. meet seasonal or short-term workload conditions.
- “Employee” does not include:
- (a) any broker, factor, commission merchant or consignee;
  - (b) any contractor or subcontractor; or
  - (c) any other agent or representative of the same general character.
8. “employee benefits program” means a program administered by or on behalf of the “Named Insured” that provides any of the following exclusively for the benefit of each eligible “employee” of the “Named Insured”:
- a.
    - i. accident insurance, dental insurance, health insurance, hearing care insurance or vision care insurance;
    - ii. pension plan or savings plan;
    - iii. profit-sharing plan, stock ownership plan or stock subscription plan;
    - iv. sick leave entitlement;
  - b.
    - i. disability benefits or social security benefits;
    - ii. employment insurance or unemployment insurance;
    - iii. workplace injury benefits;
  - c.
    - i. “employee” assistance plan;
    - ii. health club subsidy or transportation subsidy;
    - iii. leaves of absence or vacation entitlements; or
    - iv. tuition assistance.
9. “employment practice” means:
- a. refusal of employment;
  - b. termination of employment; or
  - c. any other employment-related practices, policies, procedures, acts or omissions, including but not limited to coercion, compensation, demotion, defamation, discipline, discrimination, evaluation, harassment, humiliation, reassignment or work allocation.
10. “fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
11. “fungi” includes, but is not limited to:
- a. any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic or toxigenic; and
  - b. any substance, vapour or gas produced by or emitted or arising from any fungi or “spores” or resultant allergens, mycotoxins or pathogens.
12. “Named Insured” means any Insured named on the “Policy Declarations”.
13. “nuclear energy hazard” means the explosive, radioactive, toxic or other hazardous properties of “radioactive material”.
14. “nuclear facility”:
- a. means:
    - i. any apparatus designed or used to:
      - (a) sustain nuclear fission in a self-supporting chain reaction; or
      - (b) contain a critical mass of plutonium, thorium and uranium or any one or more of them;
    - ii. any equipment or device designed or used for:
      - (a) separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
      - (b) processing or packaging waste “radioactive material”;
    - iii. any equipment or device used for the alloying, fabricating or processing of plutonium, thorium and 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:
      - (a) 25 grams of plutonium or uranium 233 or both; or
      - (b) 250 grams of uranium 235; or
    - iv. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste “radioactive material”.
  - b. includes:
    - i. the site on which any of such apparatus, equipment, device, structure, basin, excavation, premises or place is located;
    - ii. all operations conducted on such site; and

- iii. all premises used for such operations.
15. "outside organization" means an:
- a. association;
  - b. trust; or
  - c. other organization,  
that is constituted as not-for-profit under the laws of Canada, its provinces or territories, but is not the "Named Insured" or a subsidiary of the "Named Insured".
16. "personal and advertising injury" means injury arising from one or more of the following offences:
- a. false arrest, detention or imprisonment;
  - b. malicious prosecution;
  - c. wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of the owner, landlord or lessor;
  - d. oral or written publication, in any manner, of material that:
    - i. libels or slanders a person or organization;
    - ii. disparages a person's or organization's goods, products or services; or
    - iii. violates a person's right of privacy;
  - e. i. the use of another's advertising idea; or
    - ii. infringing upon another's copyright, slogan or trade dress in an advertisement.
17. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any attached supplementary pages or schedules.
18. "pollutants" means 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. "professional services" means any of the following:
- a. accounting, auditing, bookkeeping, tax preparation and similar services;
  - b. advertising, marketing, opinion survey, promotional and public relations services;
  - c. appraisal, inspection, investigation, loss adjustment and survey services, including the preparation and approval of estimates, maps and reports;
  - d. architectural, design and engineering services, including the preparation and approval of drawings and specifications;
  - e. banking, insurance, investment, mortgage, mutual fund, pension fund, commodity futures and share transactions and similar financial services, including broking;
  - f. cosmetic and hairdressing services, including body piercing, electrolysis, permanent makeup, tanning and tattooing;
  - g. dispensing to individuals of hearing aids, orthotics, pharmaceuticals, prosthetics, vision aids and similar goods, including related advice and diagnoses;
  - h. employment-related services, including career counselling, employee benefits administration, personnel relocation and similar services;
  - i. handling or treatment of deceased human bodies, autopsies, organ donations, grief counselling and funeral arrangements;
  - j. information technology consulting services, including software and system design and programming;
  - k. law-related services, including notarisation and paralegal consultation;
  - l. management consulting services;
  - m. mental and physical healthcare services and treatments, including chiropractic care, foot care, massage, nutritional advice and physiotherapy;
  - n. real estate broking and property management services;
  - o. tour, travel and entertainment booking services;
  - p. veterinary services and treatments; or
  - q. any service, not previously described in this definition, that relies principally upon the practitioner's specialised knowledge, skill and good judgment for proper performance.
20. "property damage" means:
- a. physical loss of or damage to tangible property, including resultant loss of use of that property; or
  - b. loss of use of tangible property that is not physically lost or damaged.
21. "radioactive material" means:
- a. neptunium, plutonium, thorium and uranium, including their derivatives and compounds; or
  - b. radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute or any law amending such act, law or statute as being:
    - i. prescribed substances capable of releasing atomic energy; or
    - ii. required for the application, production or use of atomic energy.



22. "spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by or emitted or arising from any "fungi".
23. "spouse" means either of two people who:
- a. are married to each other; or
  - b. have lived together in a conjugal relationship outside marriage:
    - i. continuously for a period of not less than 3 years; or
    - ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child.
24. "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 and government or instilling fear in the public or a section of the public.
25. "volunteer worker" means any person (including an officer) who, at the time of the "wrongful act":
- a. is not an "employee";
  - b. donates work;
  - c. acts at the direction of and within the scope of duties determined by the "Named Insured"; and
  - d. is not paid a fee, salary or other compensation (other than out-of-pocket expenses) by the "Named Insured" or anyone else for the work performed for the "Named Insured".
26. "wrongful act" means any negligent act, breach of duty, error, misleading statement, misstatement or omission

## VII. CONDITIONS

### 1. CHANGES TO NAMED INSURED'S BUSINESS

- a. If, after the inception of this insurance, the "Named Insured":
- i. acquires all or most of the assets or shares of another entity;
  - ii. merges with another entity;
  - iii. creates or acquires a subsidiary; or
  - iii. otherwise changes the business of the "Named Insured" in a way material to the risk underwritten by the Insurer, no insurance will be provided for:
    - (a) the acquired assets or shares;
    - (b) the "wrongful acts" of the entity with which the "Named Insured" merged;
    - (c) the created or acquired subsidiary; or
    - (d) the changed business activities,
 unless and until:
    - (i) the "Named Insured" gives the Insurer written notice of such change not more than 30 consecutive days after the change's effective date;
    - (ii) the "Named Insured" gives the Insurer any information the Insurer considers pertinent to the change;
    - (iii) the "Named Insured" accepts any amendments to this insurance and pays any extra premium charged by the Insurer; and
    - (iv) the Insurer, at its sole discretion, agrees in writing to extend this insurance to cover the change.
- b. If the Insurer agrees to extend this insurance to cover the change, coverage will apply only to "wrongful acts" committed on or after the effective date of such agreement.

### 2. EXTENDED REPORTING PERIOD

- If insurance is provided on a claims-made-and-reported basis and the "Named Insured" or the Insurer cancels or non-renews the insurance for any reason, except non-payment of premium:
- a. the "Named Insured" has the right to either but not both of the following extended reporting periods:
- i. to give written notice to the Insurer, up to 60 consecutive days after the termination date of the insurance, of a "claim" for any "wrongful act" committed before such termination date; or
  - ii. upon payment of an extra premium equal to 75% of the last annual premium, to give written notice to the Insurer, up to 365 consecutive days after the termination date of the insurance, of a "claim" for any "wrongful act" committed before such termination date.
- b. The entitlement of the "Named Insured" to the extended reporting period described in a. ii. will expire unless, within 60 consecutive days after the termination date of the insurance, the Insurer receives:
- i. a written request from the "Named Insured" to buy the extended reporting period; and
  - ii. payment of the extra premium.
- c. A change to conditions, exclusions or premium will not constitute non-renewal of this insurance.
- d. The extended reporting period described in a. ii. is non-cancellable and the extra premium will be considered fully earned.
- e. The aggregate limit of insurance for an extended reporting period will be part of and not in addition to the aggregate limit of insurance for the policy period immediately preceding the termination date of the insurance.

### 3. NOTICE OF AN ACTION, CLAIM OR WRONGFUL ACT

- a. The "Named Insured" must notify the Insurer as soon as practicable of any "claim" for a "wrongful act". Notice should include, to the extent possible:
  - i. how, when and where the "wrongful act" took place; and
  - ii. the names and addresses of any affected persons, organizations and witnesses.
- b. If a "claim" is made against any Insured, the "Named Insured" must:
  - i. immediately record the specifics of the "claim" and the date received; and
  - ii. provide the Insurer with written notice of the "claim" as soon as practicable.
- c. The "Named Insured" and any other Insured involved must:
  - i. unless prohibited by law from doing so, immediately send 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, defence or settlement of the "claim"; and
  - iv. help the Insurer, upon request, in the enforcement of any right against any person or organization which may be liable to the Insured because of the "wrongful act".
- d. No Insured, except at the Insured's own cost, will voluntarily make any payment, assume any obligation or incur any expense without the Insurer's written agreement.

**NON OWNED AUTOMOBILE  
SPF#6 (5000200)**

WHEREAS AN APPLICATION HAS BEEN MADE BY THE APPLICANT (HEREINAFTER CALLED THE INSURED) TO THE INSURER FOR A CONTRACT OF AUTOMOBILE INSURANCE AND THE SAID APPLICATION FORMS PART OF THIS CONTRACT OF INSURANCE AND IS AS FOLLOWS:

**ITEMS** **APPLICATION**

1. FULL NAME OF THE APPLICANT: **AS PER POLICY DECLARATIONS**

POSTAL ADDRESS: **AS PER POLICY DECLARATIONS**  
(INCLUDING COUNTY OR DISTRICT)

APPLICANT IS: **AS PER POLICY DECLARATIONS**

2. POLICY PERIOD - **AS PER POLICY DECLARATIONS**

12.01 A.M. STANDARD TIME AT THE APPLICANT'S ADDRESS STATED HEREIN AS TO EACH OF SAID DATES

3. THE AUTOMOBILES IN RESPECT OF WHICH INSURANCE IS TO BE PROVIDED ARE THOSE NOT OWNED IN WHOLE OR IN PART BY, NOR LICENSED IN THE NAME OF THE APPLICANT, USED IN THE APPLICANT'S BUSINESS OF: **AS PER DECLARATIONS**

4. THE APPLICANT'S PARTNERS, OFFICERS, EMPLOYEES AND AGENTS AS OF THE DATE OF THIS APPLICATION ARE AS FOLLOWS:

LOCATION

PARTNERS, OFFICERS AND EMPLOYEES WHO REGULARLY USE AUTOMOBILES NOT OWNED BY THE APPLICANT IN THE APPLICANT'S BUSINESS

ALL OTHER PARTNERS, OFFICERS AND EMPLOYEES

ALL APPLICANT'S AGENTS

(CLASS "A1" PRIVATE PASSENGER) (CLASS "A2" COMMERCIAL) (CLASS "B") (CLASS "C")

| NUMBER | RATE | PREMIUM | NUMBER | RATE | PREMIUM | NUMBER | RATE | PREMIUM | NUMBER | RATE |

**COVERED IF ANY TO BE REPORTED**

5. "HIRED AUTOMOBILES" - THE AUTOMOBILES HIRED BY THE APPLICANT ARE AS FOLLOWS:

TYPE OF AUTOMOBILE

ESTIMATED COST OF HIRE

RATES PER \$100 OF COST OF HIRE

ADVANCE PREMIUM

**COVERED IF ANY TO BE REPORTED**

THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE POLICY PERIOD AS PROVIDED IN THE POLICY.

6. "AUTOMOBILES OPERATED UNDER CONTRACT" ON BEHALF OF THE APPLICANT ARE AS FOLLOWS:

TYPE OF AUTOMOBILE AND DESCRIPTION OF USE

ESTIMATED CONTRACT COST

RATES PER \$100 OF CONTRACT COST

ADVANCE PREMIUM

**COVERED IF ANY TO BE REPORTED**

THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THIS POLICY PERIOD AS PROVIDED IN THE POLICY.

7. THIS APPLICATION IS MADE FOR INSURANCE AGAINST THE PERILS MENTIONED IN THIS ITEM AND UPON THE TERMS AND CONDITIONS OF THE INSURER'S CORRESPONDING STANDARD POLICY FORM AND FOR THE FOLLOWING SPECIFIED LIMIT.

**INSURING AGREEMENT**

SECTION A THIRD PARTY LIABILITY

**PERILS**

LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE APPLICANT.

**LIMIT**

\$ AS PER DEC (EXCLUSIVE OF INTEREST AND COSTS) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.

**COMBINED PREMIUMS**

\$ AS PER DECLARATIONS

ENDORSEMENTS - AS PER DECLARATIONS

MINIMUM RETAINED PREMIUM \$

TOTAL PREMIUM

\$ AS PER DECLARATIONS

8. HAS ANY INSURER CANCELLED, DECLINED OR REFUSED TO RENEW OR ISSUE AUTOMOBILE INSURANCE TO THE APPLICANT WITHIN THREE YEARS PRECEDING THIS APPLICATION? IF SO, STATE NAME OF INSURER.

NO

9. STATE PARTICULARS OF ALL ACCIDENTS OR CLAIMS ARISING OUT OF THE USE OR OPERATION IN HIS BUSINESS OF NON-OWNED AUTOMOBILES BY THE APPLICANT WITHIN THE THREE YEARS PRECEDING THIS APPLICATION.

**INJURY TO PERSONS  
AS KNOWN TO COMPANY**

**DAMAGE TO PROPERTY OF OTHERS  
AS KNOWN TO COMPANY**

10 ALL THE STATEMENTS IN THIS APPLICATION ARE TRUE AND THE APPLICANT HEREBY APPLIES FOR A CONTRACT OF AUTOMOBILE INSURANCE TO BE BASED ON THE TRUTH OF THE SAID STATEMENTS.

11 Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured wilfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.

**INSURING AGREEMENT**

Now, Therefore, in Consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated

**SECTION A - THIRD PARTY LIABILITY**

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from

**BODILY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:**

Provided always the Insurer shall not be liable under this Policy;

- a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- \*b) for any liability imposed upon any person insured by this Policy:
  - (1) by any workmen's compensation law; or
  - (2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or
- c) for any liability assumed by any person insured by this Policy voluntarily under any contract or agreement; or
- d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Policy or to any property owned or rented by, or in the care, custody or control of any such person; or
- e) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this Policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

\* Not applicable in the Province of Ontario

#### **ADDITIONAL AGREEMENTS OF INSURER**

Where indemnity is provided by this Policy, the Insurer further agrees:

- 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 person insured by this Policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- 3) to pay all costs taxed against any person insured by this Policy in any civil action defended by the insurer and any interest accruing after entry of judgment 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, reimburse any person Insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- 5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in section A of Item 7 of the application; and
- 6) not set up any defense to a claim that might not be set up if the Policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

#### **AGREEMENTS OF INSURED**

Where indemnity is provided by this section, every person insured by this Policy

- a) by the acceptance of this Policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
- b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.

#### **GENERAL PROVISIONS AND DEFINITIONS**

##### **1. ADDITIONAL INSUREDS**

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives

- a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of
  - (i) the Insured, or
  - (ii) such additional insured person, or

- (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or
- b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

## 2. TERRITORY

This Policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.

## 3. HIRED AUTOMOBILES DEFINED

The term "Hired Automobiles" as used in this Policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

## 4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

The term "Automobiles Operated under Contract" as used in this Policy shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

## 5. TWO OR MORE AUTOMOBILES

When two or more automobiles are insured hereunder the terms of this Policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under Section A.

## 6. PREMIUM ADJUSTMENT

The Advance Premium stated in Item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured.

The Advance Premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this Policy.

## STATUTORY CONDITIONS

**(YUKON TERRITORY, NORTHWEST TERRITORIES, ALBERTA, ONTARIO, NEW BRUNSWICK, NOVA SCOTIA, PRINCE EDWARD ISLAND AND NEWFOUNDLAND)**

**(For use with S.P.F. No's. 1, 2, 4 and 6)**

In these statutory conditions, unless the context otherwise requires, the word "Insured" means a person insured by this contract whether named or not.

NOTE: All of the Statutory Conditions contain the above wording. However,

- in all of the Provinces and Territories using these standard, approved forms, only Statutory Conditions 1, 8 and 9 are made applicable to accident benefits insurance and uninsured motorist insurance where it is provided by the contract.
- in the Northwest Territories the definition of "insured person" must be read as containing in addition the words "and includes any person to whom benefits may be payable under the accident benefits set out in the Schedule to the Insurance Ordinance."

## Material Change in Risk

1. 1) The Insured named in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within the Insured's knowledge.

- 2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include:
- a) any change in the insurable interest of the Insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the Bankruptcy Act (Canada):  
and in respect of insurance against loss of or damage to the automobile.
  - b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract;
  - c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

NOTE: In Prince Edward Island Statutory Condition 1, sub-conditions 2 and 3 are identical with the above quoted Statutory Condition relating to material change in risk.

#### **Prohibited Use by Insured**

2. 1) The Insured shall not drive or operate the automobile,
- a) unless the Insured is for the time being either authorized by law or qualified to drive or operate the automobile; or
  - b) while the Insured's licence to drive or operate an automobile is suspended or while the Insured's right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
  - c) while the Insured is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
  - d) for any illicit or prohibited trade or transportation; or
  - e) in any race or speed test.

#### **Prohibited Use by Others**

- 2) The Insured shall not permit, suffer, allow or connive at the use of the automobile.
- a) by any person,
    - (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
    - (ii) while that person is under the age of sixteen years or under such other age as is prescribed by the law of the province in which the person resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person; or
  - b) by any person who is a member of the household of the Insured while that person's licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
  - c) for any illicit or prohibited trade or transportation; or
  - d) in any race or speed test.

#### **Requirements Where Loss or Damage to Persons or Property**

3. 1) The Insured shall,
- a) promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;
  - b) verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and
  - c) forward immediately to the Insurer every letter, document, advice or writ received by the Insured from or on behalf of the claimant.
- 2) The Insured shall not,
- a) voluntarily assume any liability or settle any claim except at the Insured's own cost; or

- b) interfere in any negotiations for settlement or in any legal proceeding.
- 3) The Insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

**Requirements Where Loss or Damage to Automobile**

- 4. 1) Where loss of or damage to the automobile occurs, the Insured shall, if the loss or damage is covered by this contract,
  - a) promptly give notice thereof in writing to the Insurer with the fullest information obtainable at the time;
  - b) at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and
  - c) deliver to the Insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of the Insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the Insured.
- 2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subcondition (1) of this condition is not recoverable under this contract.
- 3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,
  - a) without the written consent of the Insurer; or
  - b) until the Insurer has had a reasonable time to make the examination for which provision is made in statutory condition 5.

**Examination of Insured**

- 4) The Insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative all documents in the Insured's possession or control that relate to the matters in question, and the Insured shall permit extracts and copies thereof to be made.

**Insurer Liable for Cash Value of Automobile**

- 5) The Insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

**Repair or Replacement**

- 6) Except where an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost, with other of like kind and quality if, within seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.

**No Abandonment; Salvage**

- 7) There shall be no abandonment of the automobile to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the Insurer.

**In Case of Disagreement**

- 8) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by the appraisal as provided under The Insurance Act (in Newfoundland, The Insurance Contracts Act) before there can be recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

**Inspection of Automobile**

- 5. The Insured shall permit the Insurer at all reasonable times to inspect the automobile and its equipment.

**Time and Manner of Payment of Insurance Money**



6. 1) The Insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under subcondition (8) of statutory condition 4, within fifteen days after the award is rendered by the appraisers.

#### **When Action May be Brought**

- 2) The Insured shall not bring an action to recover the amount of a claim under this contract unless the requirements of statutory conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the Insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

#### **Limitation of Actions**

- 3) Every action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one year next after the cause of action arose and not afterwards.

NOTE: In Yukon Territory, Northwest Territories and New Brunswick, the one year limitation period in sub-condition (3) should read "2 years".

In the case of Nova Scotia, Newfoundland and Prince Edward Island sub-condition (3) reads as follows:

"(3) Every action or proceeding under this contract against the Insurer in respect of a claim for indemnification for liability of the Insured for loss or damage to property of another person or for personal injury to or death of another person shall be commenced within two years after the liability of the Insured is established by a court of competent jurisdiction and not afterwards. Every other action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within two years from the time the loss or damage was sustained and not afterwards."

#### **Who May Give Notice and Proofs of Claim**

7. Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this contract in case of absence or inability of the Insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for or, in the like case or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

#### **Termination**

8. 1) This contract may be terminated,
  - a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered.
  - b) by the Insured at any time on request.
- 2) Where this contract is terminated by the Insurer,
  - a) the Insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
  - b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund shall be made as soon as practicable.
- 3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4) The refund may be made by money, postal or express company money order or cheque payable at par.
- 5) The fifteen days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

NOTE: In the Northwest Territories, paragraph (a) of sub-condition 1 has the following words added:

"and by notifying the registrar of motor vehicles as required by the Vehicles Ordinance".

#### **Notice**

9. Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

NOTE: In the Northwest Territories, the reference is to Territories and in the Yukon Territory the reference is to Territory rather than the Province.

In Witness Whereof, the Insurer has executed and attested these presents but this Policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.

**S.E.F. No. 96  
CONTRACTUAL LIABILITY ENDORSEMENT (5000201)**

**(for attachment only to a Non-owned Policy S.P.F. No. 6)**

In consideration of the premium charged it is understood and agreed that exclusion (c) of the Insuring Agreement of the Policy to which this endorsement is attached is amended to read as follows:

c) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

Date(s) of contract(s):

Name(s) of other contracting party or parties:

**ALL WRITTEN AGREEMENTS**

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

**S.E.F. NO. 99**  
**EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT (5000202)**  
**(for attachment only to a Non-Owned Policy S.P.F. No. 6)**

This endorsement is attached to and hereby made a part of the policy, effective as of the date stated hereunder.

EFFECTIVE DATE: As per policy declarations

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of General Provisions and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term "Hired Automobiles" as used in this policy means (a) automobiles hired or leased from others with drivers or (b) hired or leased by the named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

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

**S.E.F. No. 94**  
**LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES ENDORSEMENT (5000203)**

**(for attachment only to a Non-owned Policy S.P.F. No. 6)**

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is stated and no other

**SECTION B - LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILE**

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

Subsection 1 - ALL PERILS - from all perils;

Subsection 2 - COLLISION OR UPSET - caused by collision with another object or by upset;

Subsection 3 - COMPREHENSIVE - from any peril other than by collision with another object or by upset;

The words "another object" as used in this subsection shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon.

Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this subsection 3.

Subsection 4 - SPECIFIED PERILS - caused by fire, lightning, theft or attempt thereat, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

**DEDUCTIBLE CLAUSE**

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in the applicable subsection hereof.

**TWO OR MORE AUTOMOBILES**

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of liability, including the deductible provision, if any, under this Insuring Agreement.

**EXCLUSIONS**

The Insurer shall not be liable

- 1) for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
- 2) under any subsection hereof for loss or damage
  - a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
  - b) to any automobile while being used without the consent of the owner thereof; or
  - c) caused directly or indirectly by contamination by radioactive material; or
  - d) to contents of trailers or to rugs or robes; or
  - e) to tapes and equipment for use with a tape recorder when detached therefrom; or
  - f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
  - g) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or
- 3) under subsections 3 (Comprehensive) 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

**S.E.F. No. 94**  
**LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES ENDORSEMENT (5000203)**

(for attachment only to a Non-owned Policy S.P.F. No. 6)

**ADDITIONAL AGREEMENT**

The Insurer further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the Insured is legally liable.

<b>SUBSECTION</b>	<b>LIMITS AND AMOUNTS</b>	<b>TYPE OF AUTOMOBILE</b>
1. ALL PERILS	\$ 50,000 (exclusive of interests and costs) any one Accident \$ 1,000 Amount deductible	Private Passenger & Light Commercial (G.V.W of 4500kg or less) Automobiles
2. COLLISION OR UPSET	\$ .....(exclusive of interests and costs) any one Accident \$ .....Amount deductible	
3. COMPREHENSIVE	\$ .....(exclusive of interests and costs) any one accident \$ .....Amount deductible	
4. SPECIFIED PERILS	\$ .....(exclusive of interests and costs) any one Accident \$ .....Amount deductible	

**MINIMUM RETAINED PREMIUM \$ AS PER DECLARATION PAGES**

**TOTAL PREMIUM \$ AS PER DECLARATION PAGES.**

The advance premiums for this endorsement are subject to adjustment in the same manner as those stated under Item 5 of the application.

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

**O.E.F. 98B**  
**REDUCTION OF COVERAGE FOR LESSEES OR DRIVERS OF LEASED VEHICLES ENDORSEMENT (5002598)**

(for attachment only to the Standard Non-Owned Automobile Policy S.P.F. No. 6)

**1. Purpose of this endorsement:**

This endorsement alters the coverage provided by this policy with respect to claims in Ontario for loss or damage arising directly or indirectly from the use or operation of a motor vehicle that is leased.

**2. How the policy coverage is changed:**

- The Insurer also agrees to pay on behalf of every partner, officer or employee of the Insured who, in the business of the Insured stated in Item 3 of the application, leases an automobile **for a period of not more than 30 days** in their own name, all sums which such partner, officer or employee is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s).
- The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the Insured or to the partner, officer or employee of the Insured.
- Underlying coverage available to the Insured or to the partner, officer or employee of the Insured includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The terms leased, lease and lessee are used as equivalent to rented, rent and renter.

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

**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):**

It is hereby understood and agreed that effective May 1, 2019 all landowners, sponsors, government departments and municipalities are added as additional insureds but only with respect to liability caused by the negligent operations of the named insured as stated in the declarations of this policy.

WHO IS AN INSURED (SECTION II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a) In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.



**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

**ENDORSEMENT (5210703)**

**Non Profit Organization's Director' and Officers' Liability**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Non Profit Organization's Director' and Officers' Liability applies to the following clubs only:

Ancient Forest Exploration & Research  
Limit \$2,000,000  
Retroactive Date: May 1, 2019

Avon Trail  
Limit \$2,000,000  
Retroactive Date: May 1, 2011

Bayfield River Trail Association  
Limit \$5,000,000  
Retroactive Date: May 1, 2018

Bighead River Heritage Association  
Limit \$5,000,000  
Retroactive Date: May 1, 2011

Durham Outdoors Club  
Limit: \$5,000,000  
Retroactive Date: May 1, 2011

Elgin Hiking Trail Club  
Limit: \$2,000,000  
Retroactive Date: May 1, 2011

Grand Watershed Trails Network  
Limit: \$2,000,000  
Retroactive Date: May 1, 2011

Guelph Hiking Trail Club  
Limit: \$5,000,000  
Retroactive Date: May 1, 2011

Lambton Shores Nature Trails (LSNT)  
Limit: \$5,000,000  
Retroactive Date: May 1, 2011

Maitland Trail Association  
Limit: \$2,000,000  
Retroactive Date: May 1, 2011

Oak Ridges Trail Assdociation  
Limit: \$2,000,000  
Retroactive Date: May 1, 2011

Ottawa Rambling Club  
Limit: \$2,000,000  
Retroactive Date: May 1, 2011

Thames Valley Trail Association  
Limit: \$5,000,000  
Retroactive Date: May 1, 2011

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Voyageur Trail Association  
Limit: \$2,000,000  
Retroactive Date: May 1, 2011

**Premium:** \$3,700.00

**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

**EXCLUSION - LIQUOR LIABILITY (5210800)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusion is added to Paragraph 2.Exclusions of Section 1 - COVERAGE A - Bodily Injury and Property Damage Liability:

This insurance does not apply to "bodily injury" or "property damage" for which any insured may be held liable by reason of:

- 1) Causing or contributing to the intoxication of any person;
- 2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- 3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

**EXCLUSION - ABUSE (5211110)**

This endorsement modifies insurance provided under any of the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM,**

The following exclusion is added to COMMON EXCLUSIONS - COVERAGES A, B, C, D and E

This insurance does not apply to:

**Abuse**

- a. Claims or "actions" arising directly or indirectly from "abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse".
- b. Claims or "actions" based on your practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".
- c. Claims or "actions" alleging knowledge by an insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

## Privacy Information

### Our Privacy Policy And Commitment To Protecting Your Privacy

GameDay Insurance is committed to protecting the privacy and confidentiality of our brokers and their insured's personal information. Our Privacy Policy sets out principles on the collection, retention, use and disclosure of Personal Information. All employees are required to comply with the Privacy Policy in the execution of their daily activities.

We are committed to ensure that the Personal Information collected is only used for the purpose for which it was originally intended.

Gameday Insurance shall collect, retain, use and disclose your Personal Information in accordance with our Privacy Policy. If we require your Personal Information for any other purpose other than as identified in our Privacy Policy, GameDay Insurance will seek consent prior to using it.

### Definition of "Personal Information"

Information relating to an indentified or identifiable natural person includes information collected about a person in his business capacity including (but not limited to):

- Name, address and telephone number
- Age, gender and martial status
- Previous claims history
- Medical and health information
- Credit rating, banking and payment history
- Employment information
- Assets and liabilities
- Reasonable information to underwrite risk

Gameday Insurance Inc. does not sell, solicit, or share client personal and private information nor condone the practices of such. We are committed to protecting the privacy of your personal information, unless stated otherwise in the best interest of the client/individual or abiding by the laws governed Gameday Insurance Inc. may disclose information at request of such. Information collected is used by only authorized personnel and retained only as is required, and for any legal or regulatory requirements

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