

AMATEUR SPORTS PACKAGE

Declarations Page

Name of Insured and Postal Address:
 NIPISSING DISTRICT SOFTBALL CLUB
 81 JANEY AVE
 NORTH BAY, ON P1C 1M6

Policy Number: AS00929-0

Policy Type: NEW BUSINESS

Broker:
 CO-72844 STEVE JOHNSON INSURANCE &
 FINANCIAL SERVICES INC.
 326 AIRPORT ROAD
 NORTH BAY, ON P1B 8W9

Policy Period (mm/dd/yy):

From: 10/1/2025 To: 10/1/2026

12:01 a.m. Standard Time at the Postal Address of the named insured as stated herein.

COMMERCIAL GENERAL LIABILITY - (Occurrence Basis)

DESCRIPTION OF OPERATIONS: AMATEUR RECREATIONAL INCIDENTAL-CONTACT SOFTBALL LEAGUES & TOURNAMENTS.
 MAX 240 PARTICIPANTS PER POLICY TERM

LOCATION OF RISK: VARIOUS LOCATIONS

AGGREGATE LIABILITY LIMIT	\$5,000,000	PREMIUM: \$865.00
COVERAGE A - BODILY INJURY & PROPERTY DAMAGE LIABILITY	\$5,000,000	Each Occurrence Limit
COVERAGE B - PERSONAL AND ADVERTISING LIABILITY INJURY	\$5,000,000	Each Occurrence Limit
COVERAGE C - MEDICAL PAYMENTS	\$1,000	Any One Person Limit
	\$10,000	Any One Occurrence / Aggregate Limit
COVERAGE D - TENANTS LEGAL LIABILITY, DEDUCTIBLE \$1,000	\$250,000	Each Occurrence Limit
DEDUCTIBLE - COVERAGE A and B	\$1,000	Per Any One Occurrence
COVERAGE TERRITORY	Worldwide	
JURISDICTION	Canada	

POLICY FORMS:

Form #OCS1000 (Rev. October 15, 2015) - Sports and Adventure Liability Wording

ENDORSEMENTS:

FORM #PRIV-1 (REV. NOVEMBER 1, 2024) - STANDARD SCHEDULE OF POLICYHOLDER NOTICES
 FORM #LSW1001 (REV. DEC. 12, 2007) - SEVERAL LIABILITIES CLAUSE
 FORM #LMA5396 (APRIL 17, 2020) - COMMUNICABLE DISEASE EXCLUSION (LIABILITY INSURANCE)
 FORM #LMA5528 (DECEMBER 21, 2020) - CYBER AND DATA EXCLUSION
 FORM #OCS1003 (REV. JAN. 31, 2011) - TOTAL ASBESTOS EXCLUSION
 FORM #OCS1001S V. H (REV FEB. 21, 2012) - ACCIDENTAL/MEDICAL
 FORM #AINC (REV. FEB. 2, 2012) - ADDITIONAL INSURED AND NOTICE OF CANCELLATION ENDORSEMENT
 FORM #4502-C (REV. FEBRUARY 21, 2017) - STANDARD SCHEDULE OF ENDORSEMENTS

OTHER POLICY FORMS:

Form #SPF 6 – Standard Non-Owned Automobile Form #OEF 98B - Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement Form #SEF 96 – Contractual Liability Endorsement Form #SEF 99 – Excluding Long Term Leased Vehicles	\$2,000,000	Any One Accident / Aggregate Limit
Form SEF 94 – Legal Liability for Damage to Automobile in the Care, Custody or Control of the Insured \$1,000 Deductible	\$50,000	Any One Accident / Aggregate Limit

THIS POLICY CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE.

MINIMUM RETAINED PREMIUM: IN THE EVENT OF A CANCELLATION, A MINIMUM RETAINED OF 25% SHALL APPLY TO ALL PREMIUMS

Effected with certain Lloyd's underwriters (hereinafter called the Insurer) through
Premier Canada Assurance Managers Ltd., 1700 - 601 W. Hastings Street, Vancouver, BC V6B 1M8

Countersigned: 

PREMIUM: \$865.00

Premier Canada Assurance Managers Ltd.

For Purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada

PREMIER UNDERWRITERS – STATEMENT OF ACCOUNT


Premium: \$	865.00	Policy Number:	AS00929-0
Policy Fee:	80.00	Insured:	NIPISSING DISTRICT SOFTBALL CLUB
Total Due: \$	945.00	Broker:	CO-72844 STEVE JOHNSON INSURANCE & FINANCIAL SERVICES INC.

OCT 01, 2025/KBRUCE

ACCIDENT/MEDICAL COVERAGE

COVERAGE	LIMIT
Aggregate Limit of Indemnity	\$2,000,000
Principal Sum – Accidental Death & Dismemberment	\$10,000
Maximum payable Medical Benefits (refer to sublimits)	\$25,000
Deductible	\$500
MEDICAL BENEFIT SUBLIMITS:	
Prosthetic Devices	\$3,000
Blanket Accident Reimbursement	\$25,000
Rehabilitation Benefit	\$3,000
Tuition Benefit	\$2,000
Special Treatment Travel Expense Benefit	\$1,000
Out of Province Medical Accident (inside Canada) Benefits	\$10,000
Eyeglass, Contact Lens Expense	\$100
Emergency Transportation including Air/Heli Evacuation	\$500
Blanket Dental Accident Reimbursement If HOCKEY, then helmet with full face shield must be worn. If half visor worn, then benefit reduced to \$1,000 If no visor worn, then benefit reduced to \$0 - NO DENTAL COVER.	\$2,000
Dentures/Bridgework Benefit If HOCKEY, then helmet with full face shield must be worn. If half visor worn, then benefit reduced to \$1,000 If no visor worn, then benefit reduced to \$0 - NO DENTURES/BRIDGEWORK COVER.	\$2,000
Babysitting	\$500
Youth Wage Loss	\$1,000

LIST OF SUBSCRIBING COMPANIES

THE INSURERS	COVERAGE(S) INSURED	SUM(S) INSURED OR PERCENTAGE(S)	PREMIUM
LLOYD'S UNDERWRITERS LED BY: LIBERTY SPECIALTY MARKETS, SYNDICATE NO. 4472 LIB AND MS AMLIN UNDERWRITING LIMITED, SYNDICATE NO. 2001 AML UNDER CONTRACT NUMBER OC308/25-PC(L) B0750RNAFB2502702 Per: 	LIABILITY \$5,000,000	100%	\$865.00

TOTAL PREMIUM: \$865.00

Important information

Enhancements to your policy

Telephone Legal Helpline for YOU – Form #LegalHL (rev. 022023)

This document certifies that you have **UNLIMITED ACCESS to a Legal Helpline service, provided by ARAG Legal Solutions Inc.**

We've added this service as a new benefit that is automatically included with your policy at no additional cost

PREMIER is very excited to have partnered with ARAG Legal Solutions Inc. to provide YOU with access to a **legal helpline** through which you can receive confidential general legal assistance and information over the phone relating to any legal problem to help determine legal rights and options under the laws of the applicable province and the federal laws of Canada.

It covers almost any topic from contract disputes to employment or business-related issues, property concerns, tax investigations, and more.

Please note that the lawyer cannot provide case specific research or review documents.

The Legal Helpline is available 24 hours a day, 7 days a week. Calls to this service may be recorded.

Unlimited Legal Helpline Access - to contact this service call 1-888-668-6076.

ARAG will not accept responsibility if the helpline service is unavailable for reasons ARAG cannot control.



Legal Helpline

1-888-668-6076

24 hours a day, 7 days a week

Legal Expense Policy #8002380

- You can call and receive confidential general legal assistance on any legal matter
- You can call 24/7 in case of an emergency
- Assistance is restricted to provincial and federal laws of Canada
- Case specific research or document review is not available

Be confident that your legal risks are well managed!

Rest assured when you face an unforeseen legal issue, you now have access to justice and confidence knowing:

- A Helpline Lawyer is just a phone call away to answer *what are my legal rights and options?*
- You can save time and focus on what matters most to you!

THIS FORM IS ATTACHED TO AND FORMS PART OF POLICY AS00929-0.



Effected with certain Lloyd's Underwriters ("**the Insurer**") through Lloyd's Approved Coverholder ("**the Coverholder**"):

Premier Canada Assurance Managers Ltd.
1700 - 601 W. Hastings Street
Vancouver, BC V6B 1M8

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

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

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

NOTICE

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

In witness whereof this policy has been signed as authorized by the Underwriters, by **Premier Canada Assurance Managers Ltd.**



Per

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

For purposes of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

Canada Subscription Policy

Lloyd's endorsement (only to be used in conjunction with LSW 1554 or an alternative subscription policy document containing the attributes of LSW 1554)

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

Whereas the Subscription Policy ("the Policy") has been entered into by the Coverholder in accordance with the authorization granted to the Coverholder by the underwriting members ("the members") of the Lloyd's syndicates as shown in the List of Subscribing Companies (and where the List of Subscribing Companies also notes the identity of the Coverholder);

Whereas the liability of each insurer under the Policy is several and not joint with other insurers party to the Policy;

The following additional provisions shall apply in respect of the participation of the members to the Policy. The following provisions are in addition to and not in substitution for the provisions, terms and condition as set out in the Policy (including any amendment or endorsement thereto).

Several liability

1. The proportion of liability under the Policy underwritten by the members of a Lloyd's syndicate (being the total of the proportions underwritten by all the members of the syndicate taken together) is as provided for in the binding authority agreement number shown in the List of Subscribing Companies, or which may be obtained on application to the Coverholder whose name is also noted in the List of Subscribing Companies.
2. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total being the total of the proportions of the total shown for the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members or other insurers. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite the Policy. The business address of each member is Lloyd's, One Lime Street, EC3M 7HA, United Kingdom. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained in writing to Market Services, Lloyd's at the above address.
3. Although reference is made at various points in this endorsement to "the Policy" in the singular, where the circumstances so require this should be read as a reference to Policies in the plural.

Action Against Insurer

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

Notice

5. Any notice to the members may be validly given to the Coverholder whose signature and name appear in the List of Subscribing Companies.

LMA5190
5 July 2012

Subscription Policy

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the **INSURERS** named in the List of Subscribing Companies forming part hereof, or to **INSURERS** whose names are substituted therefor or added thereto by endorsement, hereinafter called "**THE INSURERS**", the Premium set against its name in the List of Subscribing Companies (attached hereto).

THE INSURERS SEVERALLY AND NOT JOINTLY agree, each for the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name in the List of Subscribing Companies, and subject always to the terms and conditions of this Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force, they will indemnify the **INSURED** against the loss so caused; the liability of each insurer individually for such loss being limited to that proportion of the loss payable according to the terms and conditions of this Policy which the Sum Insured or the amount corresponding to the Percentage set against its name in the List of Subscribing Companies, or such other sum or percentage as may be substituted therefor by endorsement, bears to the total of the sums insured or of the amounts corresponding to the percentages of the sums insured respectively set out against the coverage concerned on the Declarations page(s).

That as regards each item of property insured which is lost or damaged at any time while this Policy is in force by a peril for which insurance is provided by the terms and conditions of this Policy, the liability of each Insurer individually shall be limited to whichever is the least of:

- (a) that proportion of the actual cash value of the property at the time of the loss, destruction or damage which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual Insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril, or
- (b) that proportion of the interest of **THE INSURED** in the property which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this policy in respect of that property against that peril, or
- (c) that proportion of the limit of insurance stipulated in respect of the property lost, destroyed or damaged which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril, Provided however, that where the insurance applies to the property of more than one person or interest **THE INSURERS'** total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

If this Policy contains a Co-Insurance Clause or a Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this Policy as set out above, no Insurer shall be liable for a greater proportion of any loss or damage to the property insured, than the sum insured by such Insurer bears to:

- (a) that percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- (b) the Guaranteed Amount (Stated Amount) of total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", "This Company", "we", "us", or "our", reference shall be deemed to be made to each of the Insurers severally.

This policy is made and accepted subject to the foregoing provisions, and to the other provisions, stipulations and conditions contained herein, which are hereby specially referred to and made a part of this Policy, as well as such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

IN WITNESS WHEREOF THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

Form #PRIV-1 - Standard Schedule of Policyholder Notices

(Rev. 1 November 2024)

The following are notices which apply to the attached policy:

- Notice Concerning Personal Information – LSW1543E
- Lloyds Policyholders' Complaint Protocol – LSW1542F
- Lloyd's Underwriters Code of Consumer Rights & Responsibilities – LSW1565C

Notice Concerning Personal Information – LSW1543E – 08/23

Introduction:

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

Consent to Collection:

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

How we Collect Information:

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

What personal information we process about you and how it is used:

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

We collect, process, and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit www.lloyds.com. Further details can be found on our online Privacy & Cookies policy at Privacy - Lloyd's (lloyds.com).

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

Who we disclose your information to:

For our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction.

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

Use or disclosure without consent or further notification:

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- Interest of the individual: When it is clearly used for your benefit.
- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

Retention:

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

Your rights:

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

The right to access:

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

The right to rectification:

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

The right to be forgotten:

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

The right to data portability:

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

The right to withdraw consent:

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

How to access your information and/or contact us

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contact:

Lloyd's Underwriters
Attention: Nicole Seymour, Privacy Officer
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,
P.O. Box 51 Toronto, Ontario M5J 2J2
Tel: 1-416-360-1512
E-mail: LloydsCanada@lloyds.com

Lloyd's Underwriters' Policyholders' Complaint Protocol – LSW1542F – 09/14

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:
200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2
Tel: 1-877-455-6937 - Fax: (514) 861-0470 E-mail: info@lloyds.ca

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

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

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

Toll free number: 1-877-225-0446
www.giocanada.org

For Quebec clients:

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

Toll Free: 1-877-525-0337
Québec: (418) 525-0337
Montréal: (514) 395-0311
www.lautorite.qc.ca

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

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

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9
Services in English: 1-866-461-FCAC (3222)
Services in French: 1-866-461-ACFC (2232)
www.fcac-acfc.gc.ca

Lloyd's Underwriters Code of Consumer Rights & Responsibilities – LSW 1565C – 10/12

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

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

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

You have the right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

Insurers (including Lloyd's Underwriters), their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

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

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

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

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED.

Form #LSW1001 - Several Liabilities Clause

(Rev. 12 December 2007)

The subscribing insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Form #FAQ - Frequently Asked Questions – “FAQ’s”
(6 March 2022)

Commercial and Personal Lines Claims

Question: *What is the first thing I should I do if I experience a loss?*

Answer:

- Do what is necessary to prevent further loss and ensure you and those around you are safe.
- If a third party is involved, exchange names, addresses, and phone numbers. Contact the authorities in cases of bodily injury, or significant property damage.
- Contact your insurance broker/agent to file a property or liability loss notice available on Premier’s website, www.premiergroup.ca

During Normal Business Hours

No matter what type of claim you are reporting, your first step during normal business hours is to contact your independent insurance Broker/Agent. Your Broker/Agent is there to serve you and can report all the details of claim on your behalf.

Property, Casualty, Environmental/Pollution Claims

- Complete either a Property Loss Notice Form or a **Liability Loss Notice Form** located under Claims section of Premier’s website and click submit. Once submitted, you will receive an acknowledgement email that the Loss Notice Form has been successfully received.

For After Hours Emergency Claims

Because not all claims occur during business hours, if your claim is an **emergency** that happens outside normal business hours, a **Loss Notice Form** is still required to be sent from Brokers/Agents on all after hours emergency claims when normal business hours resume.

Property, Casualty, Environmental/Pollution Claims

- We are pleased to partner with **Kernaghan Adjusters**
- Call their 24-hour emergency claims number throughout Canada: **1-800-387-5677**

- Any occurrence or circumstances that could give rise to a claim must be reported immediately.

Question: *Once the loss notice form is filed, what happens next?*

Answer:

- An adjuster will be assigned to you claim. This individual will contact you directly.
- Investigation of causation of loss to determine what coverage is available will be conducted.
- The adjuster will evaluate the loss or damage and send a report to Premier.
- The report will be reviewed by our claims department. Your adjuster will contact you directly to discuss the status if your claim.

Question: *Once the loss notice form is filed, what happens next?*

Answer:

- You will be indemnified for the loss or damage based on the terms of your policy. Please refer to your Declaration page(s) and Policy Wordings, and conditions within your Application.
- Your policy may have a deductible that is paid by you the insured.

Boat & Yacht Claims

Question: *What is the first thing I should I do if I experience a loss with my boat or yacht?*

Answer:

- Do what is necessary to prevent further loss and ensure you and those around you are safe.
- If a third party is involved, exchange name, address, and phone numbers. Contact the authorities in cases of bodily injury, cases of significant property damage, and in cases where you might question any one the parties ability to operate a watercraft (intoxication, etc.).
- Contact your insurance agent to file a [marine loss report](#) with Premier Canada Assurance Managers Ltd. as applicable.
- Any occurrence or circumstances that *could give rise to a claim* must be reported immediately.

Question: *Once the marine loss report is filed, what happens next?*

Answer:

- An adjuster or marine surveyor will be assigned to you claim. This individual will contact you directly.
- Investigation of causation of loss to determine what coverage is available will be conducted.
- The adjuster or surveyor will evaluate the damage to your vessel and send a report to Premier Canada Assurance Managers Ltd. as applicable.
- The damage report and a repair estimate will be reviewed by our claims department.
- If a claim is filed against you, refer to the [Liability/Injury FAQs](#).

Question: *Who chooses the repair facility?*

Answer:

- The choice is entirely up to you, however the insurer will seek competitive bids and your policy will pay only the most reasonable estimate.

Question: *Who authorizes the repairs?*

Answer:

- The shop must receive authority from the boat owner to begin repairs.
- The contract of repair is between the shop and the vessel owner.

Question: *How much will my policy pay?*

Answer:

- You will be indemnified for the costs incurred based on the policy in place.
- All policies have a deductible that is paid by the vessel owner.
- Some policies may contain an actual cash value or depreciation clause. Please inquire for details on your specific claim and policy wording.
- A check for repairs will be issued directly to the vessel owner and, if applicable, the check may be made jointly payable to insured and either the repair shop or the lien holder.

Form #LMA3100 - Sanction Limitation and Exclusion Clause

(Rev. 15 September 2010)

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

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Form #OCS1000 (Rev. October 15, 2015) Sports & Adventure Liability Wording

Throughout this policy 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 underwriters 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 policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY

This Insuring Agreement only applies when an Each Occurrence Limit is shown in the Declarations.

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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D 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 – Coverages 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.
 - (4) the 'bodily injury' or 'property damage' arises out of 'covered activities'.
- 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".
- f. In the case of 'bodily injury', prior to the time of the occurrence the injured 'participant' had signed (or in those cases where the 'participant' is under the age of majority of the province in which the incident occurs, the 'participant's' parent or legal guardian had signed) the approved Release of Liability, Waiver of Claims and Assumption of Risk Agreement.

2. Exclusions

This insurance does not apply to:

- a. **Malicious Intentional or Deliberate Conduct**
"Bodily injury" or "property damage" arising out of "participant" to "participant" injury that has been caused by malicious or intentional or deliberate conduct on the part of "participants"
- b. **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; or
- c. **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

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- (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
- d. **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.
- e. **Employer's Liability**
"Bodily injury" to an "employee" of the insured arising out of and in the course of:
(1) Employment by the insured; or
(2) 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.
- f. **Aircraft**
"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 or air cushion vehicle owned or operated by or rented or loaned to any insured; 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 that is owned or operated by or rented or loaned to any insured.
- g. **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 watercraft owned or operated by or rented or loaned to any insured.
- 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 watercraft that is owned or operated by or rented or loaned to any insured.
- This exclusion does not apply to:
(1) A watercraft while ashore on premises you own or rent;
(2) A watercraft you own that is not motor powered and is less than 10 metres long
(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.
- h. **Automobile**
"Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any "automobile" owned or operated by or rented or loaned to any insured. Use includes operation. 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 applies to any motorized snow vehicle or its trailers and 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.
- Subject to paragraph (4) below, 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" that is owned or operated by or rented or loaned to any insured.
- This exclusion does not apply:
(1) To "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) To "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) To the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any "automobile" while at the site of the use or operation of such equipment.
(4) If your operations are related to the business of selling, repairing, servicing, parking or storing "automobiles", to liability arising out of a defective condition in or improper
(5) Maintenance of any "automobile" owned by you while rented, leased or loaned to others, provided, however, coverage shall apply only to "bodily injury" sustained by any person while driving the "automobile", or the son, daughter or spouse of such person while being carried in or upon or entering, getting on to or alighting from such "automobile".
- i. **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;

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- (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".

j. **Damage To Your Product**

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

In respect to your operations related to the business of selling, repairing, servicing, parking or storing automobiles, this exclusion is amended to read as follows:

"Property damage" to "your product" arising out of "your product" or any part of it if caused by a defect existing at the time it was sold or transferred to another.

k. **Damage To Your Work**

"Property damage" to "your work" arising out of "your work" 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.

l. **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.

m. **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.

n. **Explosives, Collapse and Underpinning**

"Property damage" arising out of:

- (1) The use of explosives for blasting;
- (2) Vibration from pile driving or caisson work; or
- (3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.

This exclusion does not apply to "property damage":

- (i) Arising out of work performed on your behalf by any contractor or sub-contractor;
- (ii) Included within the "products-completed operations hazard"; or
- (iii) For which liability is assumed by the Insured under an "insured contract" as defined in Section V – Definitions, Item 16, sections (a), (b), (c), (d), (e) and (f) only.

o. **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".

p. **Personal and Advertising Injury**

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

q. **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.

r. **Abuse**

- (1) 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".
- (2) 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".
- (3) Claims or "actions" alleging knowledge by an insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

s. **Asbestos** – see Common Exclusions

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

u. **Nuclear** – see Common Exclusions

v. **Pollution** – see Common Exclusions

w. **Terrorism** – see Common Exclusions

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

COVERAGE B. PERSONAL and ADVERTISING INJURY LIABILITY

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This Insuring Agreement only applies when a Personal and Advertising Injury Limit is shown in the Declarations.

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 Coverages A, B or D 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 – Coverages 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. **Employment Practices**
"Personal and advertising injury" sustained by any person as a result of an offense directly or indirectly arising out of your employment of such person.
- n. **Abuse Exclusion**
 - (1) 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".
 - (2) 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".
 - (3) Claims or "actions" alleging knowledge by an insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

- o. **Asbestos** – see Common Exclusions
- p. **Fungi or Spores** – see Common Exclusions
- r. **Nuclear**– see Common Exclusions
- s. **Pollution** – see Common Exclusions
- t. **Terrorism** – see Common Exclusions
- u. **War Risks** – see Common Exclusions

COVERAGE C. MEDICAL PAYMENTS

This Insuring Agreement only applies when a Medical Expense Limit is shown in the Declarations.

1. Insuring Agreement

a. We will pay medical expenses (hereinafter "expenses") as described in b. 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

This Insuring Agreement only applies when a Tenants' Legal Liability Limit is shown in the Declarations.

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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D 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 – 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:

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- (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":

- (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 "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 "property damage", provided:
 - (b) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and 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. **Wear and Tear**

"Property damage" for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.

d. **Faulty Workmanship, Material or Design**

"Property damage" for the cost of making good:

- (i) Faulty or improper material;
- (ii) Faulty or improper workmanship;
- (iii) Faulty or improper design;

provided, however, to the extent otherwise insured and not otherwise excluded under this policy, resultant "property damage" to the property is insured.

e. **Asbestos** – see Common Exclusions

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

g. **Nuclear**– see Common Exclusions

h. **Pollution** – see Common Exclusions

i. **Terrorism** – see Common Exclusions

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

COMMON EXCLUSIONS – COVERAGES A, B, C and D

This insurance does not apply to:

1. **Asbestos**

"Bodily injury", "property damage", "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.

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 medical expenses under Coverage **C**. 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 "spore(s)" 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 "spore(s)"; or
- 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 a "products-completed operations hazard" not otherwise excluded by this policy subject to the following limits:

Each Occurrence: \$250,000.

Fungi Liability Aggregate Limit: \$250,000

The Aggregate Limit is the most we will pay for "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" in each consecutive annual period and 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 limit of insurance that applies.

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This exclusion does not apply to any "fungi" or "spores" that are, are on, or are contained in "your product", if "your product" is intended for ingestion by humans or animals and is included in the "products-completed operations hazard".

3. Nuclear Energy Liability

- a. Liability imposed by or arising from any nuclear liability act, law, statute, or regulation, or any law amendatory thereof;
- b. "Bodily injury", "property damage" or "personal and advertising injury" with respect to which an insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- c. "Bodily injury", "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, managed, rented to others or occupied by any insured, 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 or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle 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".

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7. Host Liquor Liability

"Bodily injury" or "property damage" arising out of the selling, serving, or offering of alcohol by the Named Insured or anyone falling under the category Who is an Insured.

8. Punitive and Exemplary Damages

Regardless of any other provision of this policy, this policy does not apply to 'punitive or exemplary damages' awarded against an 'insured' or 'additional insured'. However, if a suit is brought against an 'insured' arising out of a claim which alleges both 'compensatory damages' and 'punitive or exemplary damages', we will defend the entire suit with the understanding that we pay only the 'compensatory damages'.

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 you 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', 'temporary workers', and 'independent contractors' only while performing duties related to the conduct of your business, or your 'employees' other than either you or your 'executive officers' (if you are an organization other than a partnership, limited liability partnership, joint venture, or 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', 'volunteer workers', 'temporary workers' or 'independent contractors' 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) 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 Paragraph (1)(a) above;
 - (c) Arising out of his or her providing or failing to provide professional health care services; or
 - (d) 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

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- 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 policy.
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. Coverage **A** and **D** does 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 or added by endorsement hereon.

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 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".
3. Subject to **2.** above, 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 **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. 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.
5. 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.
6. Subject to **3.** 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 policy 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.

7. Deductible

- a. Our obligation under Coverage **A** and Coverage **D** 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 coverages, and the limits of insurance applicable to each "occurrence" for Coverage **A** and any one premises for Coverage **D** will be reduced by the amount of such deductible. The Aggregate Limit under Coverage **A** shall not be reduced by the application of such deductible amounts.
- b. The deductible amount applies as follows:
 - 1) Under Coverage **A**: To all "compensatory damages" because of "property damage" or "bodily injury" 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".
- c. The deductible amount in the Declarations specifies a deductible on a "per claim" or "per occurrence" basis. In the event of a "per claim" deductible, if more than one claim arises out of the same "occurrence", then the deductible amount shall be applied to each claim separately. In the event of a "per occurrence" deductible, then the deductible amount shall be applied once to each "occurrence" regardless of the number of claimants involved.
- d. If a reimbursement amount is shown for the deductible in the Declarations, then subject to **3.** above, our obligation under Coverage **A** to pay as "compensatory damages" because of "bodily injury" or "property damage" and as Supplementary Payments applies only to the amount of "compensatory damages" and Supplementary Payments in excess of the Reimbursement amount stated in the Declarations. The limits of insurance applicable to each "occurrence" for "bodily injury" and "property damage" liability will be reduced by the amount of such deductible. The Aggregate Limit for such coverages shall not be reduced by the application of such deductible amounts.
- e. You shall reimburse us up to the Reimbursement amount shown for the deductible in the Declarations with respect to all "compensatory damages" because of "bodily injury" or "property damage" and Supplementary Payments combined in any one "occurrence," and we shall be liable only for loss, damage or expense in excess of that amount.
- f. The terms of this insurance, including those in respect to:
 - 1) Our right and duty to defend any "action" seeking those "compensatory damages"; and
 - 2) Your duties in the event of an "occurrence", claim or "action" apply irrespective of the application of the deductible amount.
- g. 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 policy.

2. **Canadian Currency Clause**

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

3. **Changes**

This policy 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 policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

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 policy 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 policy:

- 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 policy 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 policy 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 Coverages **A**, **B** or **D** of this policy, 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 Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) If the loss arises out of the maintenance or use of watercraft or "automobiles" to the extent not subject to Exclusions **f.** or **g.** of Section I – Coverage **A** – Bodily Injury and Property Damage Liability.
- (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 Coverages **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

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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 Audit

This clause is applicable only when premium audit adjustment terms are shown in the Declarations.

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.
- 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

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; and
- c. We have issued this policy in reliance upon your representations.

12. Separation Of Insureds, Cross Liability

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 **c.** below, we may terminate this policy by mailing or delivering 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 the registered letter or notification of it is delivered to the first Named Insured's postal address. Proof of mailing will be sufficient proof of notice.
- c. To the extent that the Civil Code of the Province of Quebec (the "Civil Code") is applicable to this policy, the notice provisions in the General Conditions and Provisions as set out in the Civil Code apply. Accordingly, we may terminate this policy by giving written notice sent by registered mail to the first Named Insured at the last known address of the first Named Insured, which termination shall take effect as follows:
 - (1) For non-payment of premium, 15 days following receipt of the notice;
 - (2) For all other reasons, 30 days following receipt of the notice.
- d. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- e. The policy period will end on the date termination takes effect.
- f. 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 policy, 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 Policy

Your rights and duties under this policy 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. "Abuse" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. "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.
3. "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:

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- 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.
4. "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.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "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.
7. "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 in writing.
8. "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.
9. "Employee" includes a "leased worker" and a "temporary worker".
10. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
11. "Fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
12. "Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.
13. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
14. "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:
- c. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - d. Your fulfilling the terms of the contract or agreement.
15. "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.
16. "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. 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.
17. "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".

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18. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft or watercraft;
 - While it is in or on an aircraft or watercraft; or
 - While it is being moved from an aircraft or watercraft 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 or watercraft.
19. "Nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.
20. "Nuclear facility" means:
- 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;
 - Any equipment or device designed or used for:
 - Separating the isotopes of plutonium, thorium and uranium or any one or more of them,
 - Processing or utilizing spent fuel, or
 - Handling, processing or packaging waste.
 - 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;
 - 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:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - 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;
 - 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;
 - The use of another's advertising idea in your "advertisement"; or
 - 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 but not limited to smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
24. "Products-completed operations hazard":
- 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:
 - Products that are still in your physical possession; or
 - Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - When all of the work called for in your contract has been completed.
 - 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.
 - 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.
 - 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:
- Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith, however the furnishing of food or beverages as the sole function of the Insured is not "professional services";
 - Any professional service or treatment conducive to health;
 - Professional services of a pharmacist;
 - The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
 - Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
 - Engineering, designing, architectural, draftsman or surveying services, including:
 - The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural, design or engineering activities;
 - Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
 - Any computer programming or re-programming, consulting, advisory or related services; or
 - Claim investigation, adjustment, appraisal, survey or audit services.
26. "Property damage" means:
- 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
 - 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.

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28. "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
29. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
30. "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.
31. "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.
32. "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.
33. "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.
34. 'Covered Activities' means all reported and approved activities and/or events of the Named Insured and member clubs occurring within the Coverage Territory and the Policy Period.
35. 'Independent Contractor' means any worker who can be defined by current Revenue Canada regulations as 'self employed' but only when that worker is performing duties related to the conduct of your business
36. 'Participant' means any person, while that person is actively participating in any activity sanctioned by the Named Insured within the Coverage Territory and the Policy Period
37. 'Punitive & Exemplary Damages' mean damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any other purpose other than as 'compensatory damages' for 'bodily injury' or 'property damage'.

SECTION VI – DESCRIPTION OF TERMS USED FOR PREMIUM BASES

1. "Area" means the total number of square metres of floor space at the insured premises, excluding that portion of the basement 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.
2. "Cost of work" means the total cost of all operations performed for you during the policy period by independent contractors, including the cost of materials furnished, used or delivered for use in the execution of the work. This does not include maintenance or ordinary alterations and repairs on premises owned or rented by you.
Rates apply per \$1,000. of cost of work.
3. "Flat" means the rate charged for exposure not related to other criteria.
4. "Gross Revenue" means the gross amount of money charged for all work or services performed by you or on your behalf or goods and products sold and distributed by you or by others trading under your name.
Rates apply per \$1,000. of revenue.
5. "Payroll" means the total earnings for each owner, partner, executive officer and employee.
Rates apply per \$1,000. of payroll.

Form #4502-C - Standard Schedule of Endorsements
(Rev. 21 February 2017)

This schedule of forms contains a number of endorsements and clauses that are applicable to the attached policy – PLEASE READ CAREFULLY.

The following endorsements and clauses apply to the Commercial General Liability coverage and the Errors and Omissions coverage of the attached policy:

- War Exclusion
- Nuclear Energy Liability Exclusion
- Absolute Pollution Exclusion
- Asbestos Exclusion
- Map Mold Exclusion
- Electronic Date Recognition Exclusion
- Terrorism Exclusion Endorsement
- Sexual Abuse and Molestation Exclusion
- Libel and Slander Exclusion
- Liquor Liability Exclusion
- Several Liabilities Clause
- Electronic Data and Cyber Risk Exclusion Endorsement

WAR EXCLUSION

This policy does not insure "Bodily injury" or "property damage" due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy does not insure:

- a. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- b. "Bodily injury" or "property damage" with respect to which an insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- c. "Bodily injury" or "property damage" resulting directly or indirectly from the nuclear energy hazard arising from:
 - 1) The ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured;
 - 2) the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of 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.

As used in this policy:

- 1) The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- 2) The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances 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;
- 3) The term "nuclear facility" means:
 - a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or 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.
- 4) The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

ABSOLUTE POLLUTION EXCLUSION

This policy does not insure:

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 or "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 premise, 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 Insureds 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 sub contractor. 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 or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle 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 vapors for materials brought into that building in connection with operation 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 Insureds 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 expenses 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 the 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.

ASBESTOS EXCLUSION - MKTRFM

It is agreed that this policy shall not apply to:

- 1. liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising from the existence of or exposure to asbestos and/or any asbestos containing materials;
- 2. any obligation to defend any claim or suit against the Assured alleging liability resulting from 1 above nor to Underwriters' liabilities for Defense Costs arising therefrom.

MAP MOLD EXCLUSION – Revised Nov 1, 2005

This policy does not insure any loss, injury, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is

- (i) any physical loss or damage to insured property;
- (ii) any insured peril or cause, whether or not contributing concurrently or in sequence;
- (iii) any loss of use, occupancy, or functionality; or
- (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE) NMA 2802

Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Policy is subject to the following:-

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

TERRORISM EXCLUSION ENDORSEMENT (Form #NMA2951 Rev. 14/07/2002)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SEXUAL ABUSE AND MOLESTATION EXCLUSION

This policy does not insure any claims which are caused by, arise out of or are resulting from any actual, threatened or alleged "sexual abuse and/or molestation" committed or alleged to have been committed is hereby excluded absolutely from the policy.

For the purpose of this endorsement only:

"Sexual Abuse and/or molestation" is defined as any or all of the following:

- sexual misconduct
- psychological, emotional or mental abuse of a sexual nature
- molestation
- sexual harassment

LIBEL AND SLANDER EXCLUSION

This Policy does not insure any "occurrences", claims or "actions" arising from or attributable to libel or slander.

LIQUOR LIABILITY EXCLUSION

This Policy does not insure any "occurrences", claims or "actions" arising from or attributable to the service or presence of liquor or intoxicating beverages or intoxicating substances, including any liability resulting or arising directly or indirectly from liquor licensing laws, liquor control laws, or similar laws.

SEVERAL LIABILITIES CLAUSE – LSW1001 (REV. DECEMBER 12, 2007)

The subscribing insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

ELECTRONIC DATA AND CYBER RISK EXCLUSION ENDORSEMENT

This endorsement is attached to and forms part of Manufacturers and Wholesalers Commercial General Liability

This policy does not cover any claim, damages, costs or expenses directly or indirectly arising out of, caused by, contributed to or resulting from any:

- (1) Functioning, non-functioning, improperly functioning, availability or unavailability of:
 - (a) The internet or similar facility; or
 - (b) Any intranet or private network or similar facility; or
 - (c) Any website, bulletin board, chat room, search engine, portal or similar third party application service.
- (2) Alteration, corruption, destruction, distortion, erasure, theft or other loss of or loss of use or damage to DATA, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set; or
- (3) Loss of use or functionality, whether partial or entire, cost, expense of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure of any insured to conduct business.

Clauses (1), (2) and (3) apply regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Further, for the purposes of this endorsement;

DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Form #OCS1003 - Total Asbestos Exclusion
(Rev. 31 January 2011)

APPLICABLE TO ALL LIABILITY COVERAGES ON THE POLICY

This insurance shall not apply to and does not cover any actual or alleged liability for any claim in respect of loss, damage, cost or expense directly or indirectly caused by, resulting from or 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 the loss, damage, cost or expense.

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

Form #OCS1001S - Accident / Medical Policy – Sports Program

(Rev. 21 February 2012)

AGREEMENT AND 'INSURED PERSON' DEFINITION:

In consideration for premium paid, the **Insurer** hereby agrees to indemnify **Accidents** resulting in Injury including death (as per the following Schedule of Benefits) of all amateur members participating as players, managers, coaches, trainers, executives, general members, volunteers, auxiliary workers, employees & officials being members of the association, league, club and/or teams, herein collectively called the **Insured Persons**, subject to the terms and conditions of this policy. This policy only applies to Injuries as a result of **Accidents** while **Insured Person** is:

- a) participating in Activities sponsored and supervised by the **Policyholder**; or
- b) travelling to, during or after such Activities as a member of a group in transportation of any type furnished or arranged by the **Policyholder** or under the auspices of the **Policyholder**.

The insurance provided under this policy is only available to legal residents of Canada.

TERRITORY:

The territorial limits of this policy shall be defined as Canada only.

GENERAL PROVISIONS:

A. INDIVIDUAL TERMINATIONS:

Unless otherwise specified in the policy, coverage of any Insured Person shall terminate on whichever of the following dates occurs first:

1. The date the **Insured Person** ceases to be under the sponsorship or supervision of the **Policyholder** or ceases to fall under the definition of **Insured Person** as stated in this Policy;
2. The date that any part of the **Insured Persons'** or **Policyholder's** premium remains unpaid; or
3. The date this policy terminates.

B. AMOUNT OF INSURANCE:

The amount of insurance coverage for each **Insured Person** under this policy is further defined and limited in accordance with the Schedule of Benefits provided in appendix A.

C. AGGREGATE LIMIT OF INDEMNITY AND DEDUCTIBLE

1. The **Insurer's** aggregate limit of indemnity for all losses arising out of any one (1) **Accident**, for which coverage is provided hereunder, is as stated in the Schedule of Benefits.
2. In the event said limit of indemnity for any one (1) **Accident** is insufficient to pay the full amount of indemnity for each **Insured Person**, then the amount payable for each **Insured Person** will be in the proportion that the limit of indemnity for any one (1) **Accident** bears to the total amount of insurance that would have been payable, except for such limit of indemnity.
3. The **Insured Person** shall solely be responsible for reimbursing the **Insurer** up to the applicable deductible amount shown on the Declarations Page. The **Insurer's** obligation pay claims applies only to the amount in excess of the deductible amount stated in the Declarations Page.
4. The deductible amount in the Declarations Page shall be applied to each claim separately.
5. The Aggregate Limit for such coverages shall not be reduced by the application of such deductible amounts.

D. EXCLUSIONS AND LIMITATIONS:

1. THIS INSURANCE DOES NOT COVER:

- a. Sickness or disease either as a cause or effect;
- b. Any benefits that are available under any Government Health Insurance Plan, whether enrolled in such a plan or not, for which the Insured is eligible;
- c. Any intentionally self inflicted bodily injury while sane or self-inflicted injury while insane;
- d. Any act of war, or undeclared war, invasion or civil war;
- e. Professional athletes that generate a majority of their income from that sporting or recreational activity;
- f. X-Rays, repair or replacement of existing dentures, fillings or crowns, bridges or orthodontic appliances EXCEPT as provided in the section entitled 'Dental Expense';
- g. Experimental or performance enhancing drugs not approved by Health Canada or any other applicable governmental authority;
- h. Medical services rendered by nurses, physiotherapists, certified athletic sports therapists, and chiropractors employed or engaged by the **Policyholder**;
- i. **Accidents** suffered as a direct consequence of **Insured Persons** or **Policyholder** being under the influence of alcohol exceeding those levels defined by law for the use of a motor vehicle in Canada.
- j. Participating in any speed contest or racing.

2. OTHER INSURANCE:

This Policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to hospital and/or Medical plans. Benefits will be reduced under the Accident Reimbursement Expense and Dental Expense sections of this policy and any amount paid or payable under any other policy providing similar reimbursement expenses.

DEFINITIONS:

Accident: an unexpected, unforeseen event caused by external forces not under the control of an insured and resulting in a loss that occurs during the policy period.

1. **Activities:** any specific deed, action, pursuit, recreational activities, or sporting activities which the Insured Persons has partaken in under the supervision or auspices of the **Policyholder**. Activities does not include any specific deed, action, pursuit, recreational activities, or sporting activities which the Insured Persons has partaken in while utilizing equipment and material rented to or provided by the **Policyholder** and not supervised by the **Policyholder**.
2. **Injury:** Bodily Injury suffered by an Insured Person caused directly by an **Accident** as described above.
 - a. For the purposes of this policy, the definition of Injury will not include sickness or disease or any causes thereof.
3. **Insured Person:** all amateur members participating as players, managers, coaches, trainers, executives, general members, volunteers, auxiliary workers, employees & officials being members of the association, league, club and/or teams during sponsored or supervised Activities of the association, league, club, team and/or **Policyholder**. This also includes any individual that participates in recreational or outdoor Activities, under the supervision or auspices of the **Policyholder**.

4. **Insurer:** means the insurance companies whose names appear in the Declarations
 5. **Medical Expense:** expense incurred for **Medically Necessary** services and supplies ordered or prescribed by a Legally Qualified Physician. Medical Expense is incurred on the date the service or supply is received.
 6. **Medically Necessary:** a service or supply which
 - a. Is recommended by the attending Legally Qualified Physician
 - b. Is appropriate and consistent with the diagnosis in accordance with accepted standards of community practice; and
 - c. Could not have been omitted without adversely affecting the Insured's condition or the quality of medical care.
 7. **Policyholder:** means the person or entity named in the Declarations including employees, members, and volunteers while in the course of employment, assignment, or volunteer work.
 8. **Usual and Customary Charges:** those comparable charges for similar treatment, services and supplies in the geographical area where treatment is performed.
- E. NOTICE OF CLAIM:**
1. Written notice of claim must be given to the Company within thirty days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as reasonably possible.
 2. Notice given by or on behalf of the Insured or the beneficiary to the Company, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.
 3. The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.
 4. In the event of a claim by reason of death of a member, the **Insurer** shall be entitled to receive, on forms provided by the **Insurer**, due proof of such death, as well as of the title and right of the claimant.
 5. Any action or proceedings against the **Insurer** for the recovery of any claim under this policy shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.
- F. PROOF OF LOSS:**
1. Written proof of loss must be furnished to the Company at its said office, within ninety days after the date of such loss.
 2. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.
- G. PAYMENT OF CLAIMS:**
1. Indemnity for loss of life of the Insured will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment.
 2. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured.
 3. Any other accrued indemnities unpaid at the Insured's death may, at the option of the **Insurer**, be paid either to such beneficiary or such estate.
 4. All other indemnities will be payable to the Insured.
 - a. In the event the Insured Person is a minor, all indemnities payable hereunder will be payable to the custodial parent, or if there is none, to the guardian of the Insured Person.
 5. Indemnities payable under this policy will be paid immediately upon receipt of due written proof of such loss
 6. All indemnities payable under this policy will be paid in Canadian currency.
- H. PHYSICAL EXAMINATIONS & AUTOPSY:**
1. The Company, at its own expense, shall have the right and opportunity to examine the person of anyone covered under this policy when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.
- I. LEGAL ACTION:**
1. Legal action will not be taken to recover benefits under this policy until sixty (60) days after proof of loss has been submitted to the **Insurer**. The claimant will be limited to a one (1) year period (three (3) years in the province of Quebec) from the expiration of the time within which proof of loss is required by the policy during which legal action may be taken.
 2. If any time limitation specified in this policy for giving notice of claim, or submitting proof of loss, or undertaking legal action is less than that permitted by law of the province in which the claimant is residing at the time of loss, then the time limitation will not be less than that provided for by provincial law.
- J. EXAMINATION OF RECORDS:**
1. The **Insurer** will be permitted to examine the Policy holder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.
- K. CANCELLATION:**
1. The policy may be cancelled by the **Policyholder** by mailing to the **Insurer** written notice stating when thereafter such cancellation will be effective.
 2. This policy may be cancelled by the **Insurer** by mailing to the **Policyholder** at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period.
 3. Delivery of such written notice either by the **Policyholder** or by the **Insurer** will be equivalent to mailing.
 4. Unless otherwise provided in the schedule, if the Policy holder cancels, earned premiums will be computed in accordance with the customary short rate table and procedures.
 5. If the **Insurer** cancels, earned premiums will be made as soon as practicable after cancellation becomes effective. The **Insurer's** cheque, or the cheque of its representative mailed or delivered as aforesaid, will be sufficient tender of any refund of premium due to the **Policyholder**.
- L. BENEFITS:**
- Upon satisfactory proof of loss or expense, as defined within the scope of coverage, limitations and exclusions under this policy, the **Insurer** shall pay the benefits for such loss or expense as provided in the following tables and to the limits stated in Appendix A, in accordance with the Payment of Claims provision stated in this document.
- M. CURRENCY:**
- All payments to or by the Insurer under this policy shall be paid in Canadian Currency.

N. THE CONTRACT:

This policy constitutes the entire contract. No provision of this policy may be altered, waived or modified except by an endorsement hereon signed by the Insurer.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Indemnity provided under this section will not be paid under any circumstance for more than one (1) of the losses, the greatest, sustained by any one (1) Insured Person as the result of any one(1) **Accident**.

In the event Loss of Life occurs within ninety (90) days after the date of the **Accident**, the maximum amount payable will be the Principal Sum.

FOR LOSS OF:

Life	Principal Sum
The Entire Sight of Both Eyes	Two Times the Principal Sum
One Hand and the Entire Sight of One Eye	Two Times the Principal Sum
One Foot and the Entire Sight of One Eye	Two Times the Principal Sum
Speech and Hearing in Both Ears	Two Times the Principal Sum
Speech	Principal Sum
Hearing in both ears	Principal Sum
Hearing in one ear	One Half the Principal Sum
All the Toes on one foot	One Half the Principal Sum

FOR LOSS, OR LOSS OF USE OF:

One Leg or One Arm	Principal Sum
One Hand or One Foot	Three Fourths of the Principal Sum
Both Hands	Principal Sum
Both Feet	Principal Sum
Thumb and Index Finger or at least four fingers of the Same Hand	Principal Sum

FOR PERMANENT TOTAL DISABLEMENT: meaning disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement

Tetraplegia (Total and Irreversible Paralysis of all four limbs)	Two Times the Principal Sum
Quadriplegia (Total and Irreversible Paralysis of all four limbs)	Two Times the Principal Sum
Paraplegia (Total and Irreversible Paralysis of both lower limbs)	Two Times the Principal Sum
Hemiplegia (Total and Irreversible Paralysis of One Arm and One Leg on the same side of the body)	Two Times the Principal Sum

“Loss” as above used:

1. with reference to hand or foot means complete severance through or above the wrist of ankle but below the elbow or knee joint;
2. as used with reference to arm or leg means complete severance through or above the elbow or knee joint;
3. with reference to thumb means the severance of one (1) complete entire phalanx of the thumb;
4. with reference to finger means the complete severance of two (2) entire phalanges of the finger;
5. with reference to toe means the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes;
6. with reference to eye means the irrecoverable loss of the entire sight thereof;
7. with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds;
8. with reference to hearing means complete and irrecoverable loss of hearing
9. with reference to Quadriplegia, Tetraplegia, Paraplegia and Hemiplegia means the complete and irreversible paralysis of the respective limbs;
10. with reference to loss of use means the total and irrecoverable loss of use,
 - a. provided the loss is continuous for twelve (12) consecutive months; and
 - b. such loss of use is determined to be permanent at the end of such period

MEDICAL EXPENSE BENEFITS

When covered Injuries result in treatment by a Legally Qualified Physician within the scope, coverage and provisions made under this policy, and where no coverage under any Government Plan or any other insurance held by the **Insured Person** exists, we will pay the **Medical Expense** incurred in excess of the Medical Deductible, if any. Benefits shall not exceed the **Usual and Customary Charges**. Limits are described in Appendix A.

Eligible **Medical Expenses** are as follows:

1. **Prosthetic Appliances** – when prescribed by a physician or surgeon and purchased within 52 weeks of the **Accident**, the **Insurer** will pay benefits incurred for artificial limbs and/or eyes up to the maximum stated in Appendix A for each **Injury** resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacements of same
2. **Blanket Accident Expense Reimbursement** – the **Insurer** will pay for **Medically Necessary** expense for which coverage is not available under any Government Plan, incurred within 52 weeks of the date of the **Accident**, resulting in an **Injury** which requires, within 30 days of the **Accident**, the following services or supplies while under the care and attendance of a physician other than himself or a member of his immediate family for
 - a. Private Duty Nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the **Insured Person's** residence;
 - b. Transportation by a licensed ambulance service or, when recommended by a physician, any other conveyance licensed to carry passengers for hire to or from the nearest hospital which is equipped to provide the required treatment;
 - c. Hospital charges for the difference between the public ward allowance under the **Insured Person's** Provincial Hospital Plan and the semi-private accommodation charge (or private, if recommended by a physician);
 - d. Rental of a wheelchair, iron lung, and other durable equipment for therapeutic treatment not to exceed the purchase price prevailing at the time the rental became necessary;
 - e. Expenses charged for the services of a licensed physiotherapist or certified athletic sports therapist ordered or prescribed by a physician, subject to a maximum of \$500 per policy term.
 - f. Charges for prescription drug, sera or vaccines, obtainable only with a written prescription or legally qualified dentist and dispensed by a registered pharmacist or Physician, but excluding any charges made for the administration of injectible drugs, sera or vaccines subject to a dispensing maximum of a thirty (30) day supply.
 - g. Miscellaneous expenses for hearing aids, crutches, splints, casts, trusses & braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of \$300.00 for each **Injury** per policy term, and not to exceed 50% of the cost of the brace;

- h. Expenses for the services of a licensed professional chiropractor, subject to a maximum of \$500 per policy term.
3. **Rehabilitation Benefit** – if an **Accident** causes **Injury** to a member which requires the member to undergo special training in order to be qualified to engage in a special occupation in which he would not have engaged except for such **Injury**, the **Insurer** will pay the reasonable and necessary expense actually incurred by any member, but shall not exceed \$3,000.00; nor shall payment be made for any expense incurred more than 2 years after date of the **Accident**, nor for room, board, or other ordinary living, travelling, or clothing expense.
 4. **Tuition Benefit** – when, within 90 days of the date of the **Accident**, an **Injury** shall disable totally and confine an **Insured Person** to his or her residence for a period in excess of 90 days, the **Insurer** shall pay the expense incurred from six months from the date of the **Accident** for tutorial services of a qualified teacher holding a current Provincial Ministry of Education Teaching certificate at a rate of no more than \$20 per hour. In addition, the **Insurer** shall pay for the rental of any equipment required or program software as suggested and approved by the Ministry of Education or local School Board where the member is in attendance. All benefits payable under this section are subject to an aggregate limit of \$2,000.
 5. **Special Treatment Travel Expense Benefit** – if, within 52 weeks of the **Accident**, an **Injury** requires special treatment that cannot be obtained in the municipality of a member's residence, the **Insurer** will pay up to a maximum of \$150 per **Insured Person** per claim for travel expense incurred away from home but not to exceed the maximum limit of \$1,000.
 6. **Out of Province Surgical and Medical Accident Benefits** – if bodily injury is sustained by an **Insured Person** as a result of an **Accident** outside of the province in which they reside, but still within Canada, and the **Insured Person** requires **Medically Necessary** treatment that is deemed to be immediate by a Licensed Physician and cannot wait until the **Insured Person** returns to their province or territory of residence, the **Insurer** will pay those sums in excess of the federal or provincial medical plan available to the **Insured Person**, whether or not they are enrolled in such a plan, to a maximum of \$10,000 per **Insured Person** per policy period.
 7. **Emergency Transportation Benefit:** if an **Accident** requires immediate transportation to the closest hospital, doctor's office, nurses station or other medical facility, the **Insurer** will pay the reasonable expense incurred in transporting the **Insured Person** to such facility, including evacuation by air transport, to a maximum of \$500.00 AGGREGATE per policy period.
 8. **Eyeglass & Contact Lenses Expense**
 - a. if bodily injury to an **Insured Person** requires and receives treatment by a qualified Physician or Dentist and also results in the breakage of eyeglasses or the breakage or loss of contact lens or lenses of the **Insured Person**, the **Insurer** will pay the actual cost of the repair or replacement of the eyeglasses or contact lens(es) to a maximum of \$100 per **Insured Person** in respect of all such replacements or repairs during the policy term.
 - b. If the **Injury** results in the purchase of eyeglasses or contact lenses as prescribed by a licensed Physician where not required nor worn prior to the **Accident**, the **Insurer** will pay the reasonable and necessary expense thereof to a maximum of \$100 per **Insured Person** per **Accident**.
 9. **Blanket Dental Accident Reimbursement** – when **Injury** to whole and sound teeth (capped or crowned teeth will for the purposes of this policy be considered whole and sound teeth), due to a force or a blow external to the mouth and within 30 days of the **Accident**, requires treatment, replacement or x-rays by a legally qualified dentist or dental surgeon who does not ordinarily reside in the **Insured Person's** residence nor is a member of the **Insured Person's** immediate family, the **Insurer** will pay the reasonable and necessary expenses actually incurred by the **Insured Person** within 52 weeks after the date of the **Accident** for such treatment or services not to exceed the amount stated in the schedule noted in Appendix A as the result of any one **Accident**.
 - a. The payments made under this section will be in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province or territory of the **Insured Person's** residence, and reduced by any amount paid or payable under the section entitled 'Dentures or Bridgework Benefit' or any other dental plan held by the **Insured Person** at the time of the treatment.
 10. **Dentures or Bridgework Benefit** – when, due to **Injury**, an **Insured Person** requires and receives medical treatment by a qualified Physician or Dentist who does not ordinarily reside in the **Insured Person's** residence nor is a member of the **Insured Person's** immediate family, and within 30 days of the **Accident** that caused damage to or breakage of removable dentures, fixed bridgework, and/or capped (crowned) tooth or teeth, the **Insurer** will pay the reasonable and necessary expenses actually incurred by the **Insured Person** within 52 weeks after the date of the **Accident** for the repair or replacement of such removable dentures, fixed bridgework or capped (crowned) tooth or teeth, not to exceed the amount stated in the schedule noted in Appendix A as the result of any one **Accident**.
 11. **Future Anticipated Dental Expense**
 - a. If, at the end of fifty-two weeks from the date of the **Accident**, further treatment is required, the **Insurer** will pay such future dental expenses that are incurred, prior to the member reaching nineteen years of age, provided that within sixty days after the fifty- two week period specified above, the Insured submits to the **Insurer** an estimate of the anticipated expenses from a licensed dentist for the dental treatment, as specifically necessitated by the **Injury**. The **Insurer** will pay seventy-five percent of such future incurred expenses, but the total of such dental expenses, paid by the Insured under this provision shall not exceed the limit shown in the Schedule of Benefits.
 - b. The **Insurer** shall have the right, at his own expense to obtain from any licensed dentist of his choice, a second independent estimate of anticipated future expenses for dental treatment arising out of the **Accident**. In the event that the **Insurer** obtains an estimate which anticipates a lesser expense than the member's estimate, the lesser of the two estimates will be the basis of future payments unless the two dentists come to an agreement as to the proposed future course of action and expenses, within sixty days from the date of a notice delivered by either the **Insurer** or the member to the other party, or unless a third dentist is appointed by both parties to arbitrate the difference within sixty days. Cost of the additional estimates or arbitration shall be borne by the **Insurer** and the Insured equally.
 - c. This benefit applies only to whole sound natural teeth and does not cover Dentures or Bridgework Benefit
 - d. Dental treatment shall include x-ray examination and repair or replacement of whole sound natural teeth
 - e. Payment under this section is limited to the amount stated in the Schedule of Appendix A and is made in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province or territory of the **Insured Person's** residence.
 12. **Youth Wage Loss** - A youth member actively employed by a business for wages on a part time basis who suffers an **Injury** and is under the regular care of a Physician, and is unable to perform all the duties of the job, will be covered for 75% of the youth member's hourly wage during the disability. Actively employed means the youth member has been continuously employed prior to the date of the **Accident**. Benefits will be payable from the 15th day of disability, to a maximum of \$1,000 during the term of this Policy. With respect to seasonal employment, this benefit will not be paid past the date employment would have normally ceased.
 13. **Babysitting** - If a youth member requires and receives treatment for an **Injury** by a Physician and is confined to home following the **Accident**, the **Insurer** will pay for a babysitter to tend to the youth member during normal school hours or during the Parent's workday if the Parent is unable to do so.

The babysitter must be at least 18 years of age and not an immediate family member. This benefit is subject to an hourly maximum equal to the provincial minimum wage and an aggregate limit of \$500 per youth member during the term of this Policy.

14. Exposure & Disappearance

- a. If, by reason of an **Accident** covered by this policy, an **Insured Person** is unavoidably exposed to the elements and, as the result of such exposure, suffers a loss for which indemnity is otherwise payable here under, such loss will be covered under the terms of this policy.
- b. If the **Insured Person** is not found within one (1) year after the date of the disappearance, sinking or wrecking of the conveyance in which the **Insured Person** was riding at the time of the **Accident** and under such circumstances as would otherwise be covered hereunder, it will be presumed the **Insured Person** suffered Loss of Life resulting from bodily **Injury** caused by an **Accident** at the time of such disappearance, sinking or wrecking.

- 15. Fracture, Tendon Severance, Dislocation & Miscellaneous Benefit Option** - When **Injury** results in any of the following fractures, dislocations, severances or miscellaneous conditions within three hundred and sixty-five (365) days after the date of the **Accident**, the **Insurer** will pay up to the Fracture Indemnity maximum stated in the schedule noted in Appendix A in accordance with the percentages indicated below but not more than one (1) such indemnity, the largest, will be payable as the result of any one (1) **Accident**

For complete fracture (including Greenstick type fracture):

	Percentage of Fracture Indemnity
Of the skull (depressed)	100%
Of the skull (not depressed)	33%
Of the spine (one or more vertebrae)	50%
Of the jawbone (mandible or maxilla)	33%
Of the thigh (femur)	33%
Of the pelvis	33%
Of the knee cap	27%
Of the lower leg	25%
Of the shoulder blade	25%
Of the ankle (small bones)	25%
Of the wrist (small bones)	25%
Of the forearm (compound or comminuted)	23%
Of the forearm (not compounded)	12%
Of the sacrum or coccyx	17%
Of the sternum	17%
Of the arm, between elbow and shoulder	17%
Of the collarbone	12%
Of the nose	12%
Of two or more ribs	10%
Of one hand (one or more metacarpals)	8%
Of one foot (one or more metatarsals)	8%
Of the facial bones	8%
Of one rib	5%
Of any bone not specified above	3%

For complete dislocation:

Of the hip	42%
Of the knee (with open primary repair)	33%
Of the shoulder (with open reduction)	25%
Of the wrist	17%
Of the ankle	17%
Of the elbow	12%
Of the bones of foot, other than toes	8%

Severance of tendon or tendons:

Heel (Achilles)	22%
Ankle	20%
Foot (not toes)	18%
Elbow	12%
Wrist	12%
Hand (including fingers)	12%

Miscellaneous:

Ruptured kidney (operative)	27%
Ruptured liver (operative)	27%
Ruptured spleen (operative)	27%
Punctured lung-with open surgery	22%
Burns-requiring one or more skin grafts	22%
Knee-injured and requiring surgery (when there is no fracture or dislocation)	22%
Bone operation-injured portion removed (when there is no fracture or dislocation)	20%

No benefit is payable under this section, if a Death Benefit is to be paid, or has been paid or if any benefit has been paid under Blanket Accident Expense Reimbursement.

APPENDIX A – SCHEDULE OF MAXIMUM LIMITS PAYABLE

In accordance with General Provision 'M – Benefits' this schedule shall represent the maximum sum payable under the following categories:

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AS PER CHART PROVIDED IN WORDING):

Principal Sum \$10,000

MEDICAL EXPENSE BENEFITS – MAXIMUM LIMITS:

TYPE OF COVERAGE

MAXIMUM SUM TO BE INSURED

Prosthetic Devices	\$3,000.00
Blanket Accident Reimbursement	\$25,000.00
Rehabilitation Benefit	\$3,000.00
Tuition Benefit	\$2,000.00
Special Treatment Travel Expense Benefit	\$1,000.00
Out of Province Medical Accident (inside Canada) Benefits	\$10,000.00
Eyeglass, Contact Lens Expense	\$100.00
Emergency Transportation Benefit – Including Air/Heli Evacuation	\$500.00
Blanket Dental Accident Reimbursement	\$2,000.00
If HOCKEY then helmet with full face shield must be worn.	
If half visor worn, then benefit reduced to	\$1,000
If no visor worn, then benefit reduced to	\$0 – NO DENTAL COVER.
Dentures/Bridgework Benefit	\$ 2,000.00
If HOCKEY then helmet with full face shield must be worn.	
If half visor worn, then benefit reduced to	\$1,000
If no visor worn, then benefit reduced to	\$0 – NO DENTURES/BRIDGEWORK COVER.
Babysitting	\$ 500.00
Youth Wage Loss	\$ 1,000.00

Form #OCS1001S (V. H) - Accident / Medical Policy – Sports Program
(Rev. 21 February 2012)

AGREEMENT AND 'INSURED PERSON' DEFINITION:

In consideration for premium paid, the **Insurer** hereby agrees to indemnify **Accidents** resulting in Injury including death (as per the following Schedule of Benefits) of all amateur members participating as players, managers, coaches, trainers, executives, general members, volunteers, auxiliary workers, employees & officials being members of the association, league, club and/or teams, herein collectively called the **Insured Persons**, subject to the terms and conditions of this policy.

This policy only applies to Injuries as a result of **Accidents** while **Insured Person** is:

- a) participating in Activities sponsored and supervised by the **Policyholder**; or
- b) travelling to, during or after such Activities as a member of a group in transportation of any type furnished or arranged by the **Policyholder** or under the auspices of the **Policyholder**.

The insurance provided under this policy is only available to legal residents of Canada.

TERRITORY:

The territorial limits of this policy shall be defined as Canada only.

GENERAL PROVISIONS:

A. INDIVIDUAL TERMINATIONS:

Unless otherwise specified in the policy, coverage of any Insured Person shall terminate on whichever of the following dates occurs first:

1. The date the **Insured Person** ceases to be under the sponsorship or supervision of the **Policyholder** or ceases to fall under the definition of **Insured Person** as stated in this Policy;
2. The date that any part of the **Insured Persons'** or **Policyholder's** premium remains unpaid; or
3. The date this policy terminates.

B. AMOUNT OF INSURANCE:

The amount of insurance coverage for each **Insured Person** under this policy is further defined and limited in accordance with the Schedule of Benefits provided in appendix A.

C. AGGREGATE LIMIT OF INDEMNITY AND DEDUCTIBLE

1. The **Insurer's** aggregate limit of indemnity for all losses arising out of any one (1) **Accident**, for which coverage is provided hereunder, is as stated in the Schedule of Benefits.
2. In the event said limit of indemnity for any one (1) **Accident** is insufficient to pay the full amount of indemnity for each **Insured Person**, then the amount payable for each **Insured Person** will be in the proportion that the limit of indemnity for any one (1) **Accident** bears to the total amount of insurance that would have been payable, except for such limit of indemnity.
3. The **Insured Person** shall solely be responsible for reimbursing the **Insurer** up to the applicable deductible amount shown on the Declarations Page. The **Insurer's** obligation pay claims applies only to the amount in excess of the deductible amount stated in the Declarations Page.
4. The deductible amount in the Declarations Page shall be applied to each claim separately.
5. The Aggregate Limit for such coverages shall not be reduced by the application of such deductible amounts.

D. EXCLUSIONS AND LIMITATIONS:

1. **THIS INSURANCE DOES NOT COVER:**

- a. Sickness or disease either as a cause or effect;
- b. Any benefits that are available under any Government Health Insurance Plan, whether enrolled in such a plan or not, for which the Insured is eligible;
- c. Any intentionally self inflicted bodily injury while sane or self-inflicted injury while insane;
- d. Any act of war, or undeclared war, invasion or civil war;
- e. Professional athletes that generate a majority of their income from that sporting or recreational activity;
- f. X-Rays, repair or replacement of existing dentures, fillings or crowns, bridges or orthodontic appliances EXCEPT as provided in the section entitled 'Dental Expense';
- g. Experimental or performance enhancing drugs not approved by Health Canada or any other applicable governmental authority;
- h. Medical services rendered by nurses, physiotherapists, certified athletic sports therapists, and chiropractors employed or engaged by the **Policyholder**;
- i. **Accidents** suffered as a direct consequence of **Insured Persons** or **Policyholder** being under the influence of alcohol exceeding those levels defined by law for the use of a motor vehicle in Canada.
- j. Participating in any speed contest or racing.
- k. Expenses for the services of a chiropractor;
- l. Expenses charged for the services of a physiotherapist or athletic sports therapist; and
- m. Expenses charged for the services of a dentist or physician performing comparable services involving, but not limit to, removable dentures, fixed bridgework, and capped (crowned) tooth or teeth.

2. **OTHER INSURANCE:**

This Policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to hospital and/or Medical plans. Benefits will be reduced under the Accident Reimbursement Expense and Dental Expense sections of this policy and any amount paid or payable under any other policy providing similar reimbursement expenses.

DEFINITIONS:

Accident: an unexpected, unforeseen event caused by external forces not under the control of an insured and resulting in a loss that occurs during the policy period.

1. **Activities:** any specific deed, action, pursuit, recreational activities, or sporting activities which the Insured Persons has partaken in under the supervision or auspices of the **Policyholder**. Activities does not include any specific deed, action, pursuit, recreational activities, or sporting activities which the Insured Persons has partaken in while utilizing equipment and material rented to or provided by the **Policyholder** and not supervised by the **Policyholder**.

2. **Injury:** Bodily Injury suffered by an Insured Person caused directly by an **Accident** as described above.
 - a. For the purposes of this policy, the definition of Injury will not include sickness or disease or any causes thereof.
 3. **Insured Person:** all amateur members participating as players, managers, coaches, trainers, executives, general members, volunteers, auxiliary workers, employees & officials being members of the association, league, club and/or teams during sponsored or supervised Activities of the association, league, club, team and/or **Policyholder**. This also includes any individual that participates in recreational or outdoor Activities, under the supervision or auspices of the **Policyholder**.
 4. **Insurer:** means the insurance companies whose names appear in the Declarations
 5. **Medical Expense:** expense incurred for **Medically Necessary** services and supplies ordered or prescribed by a Legally Qualified Physician. Medical Expense is incurred on the date the service or supply is received.
 6. **Medically Necessary:** a service or supply which
 - a. Is recommended by the attending Legally Qualified Physician
 - b. Is appropriate and consistent with the diagnosis in accordance with accepted standards of community practice; and
 - c. Could not have been omitted without adversely affecting the Insured's condition or the quality of medical care.
 7. **Policyholder:** means the person or entity named in the Declarations including employees, members, and volunteers while in the course of employment, assignment, or volunteer work.
 8. **Usual and Customary Charges:** those comparable charges for similar treatment, services and supplies in the geographical area where treatment is performed.
- E. NOTICE OF CLAIM:**
1. Written notice of claim must be given to the Company within thirty days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as reasonably possible.
 2. Notice given by or on behalf of the Insured or the beneficiary to the Company, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.
 3. The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.
 4. In the event of a claim by reason of death of a member, the **Insurer** shall be entitled to receive, on forms provided by the **Insurer**, due proof of such death, as well as of the title and right of the claimant.
 5. Any action or proceedings against the **Insurer** for the recovery of any claim under this policy shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.
- F. PROOF OF LOSS:**
1. Written proof of loss must be furnished to the Company at its said office, within ninety days after the date of such loss.
 2. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.
- G. PAYMENT OF CLAIMS:**
1. Indemnity for loss of life of the Insured will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment.
 2. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured.
 3. Any other accrued indemnities unpaid at the Insured's death may, at the option of the **Insurer**, be paid either to such beneficiary or such estate.
 4. All other indemnities will be payable to the Insured.
 - a. In the event the Insured Person is a minor, all indemnities payable hereunder will be payable to the custodial parent, or if there is none, to the guardian of the Insured Person.
 5. Indemnities payable under this policy will be paid immediately upon receipt of due written proof of such loss
 6. All indemnities payable under this policy will be paid in Canadian currency.
- H. PHYSICAL EXAMINATIONS & AUTOPSY:**
- The Company, at its own expense, shall have the right and opportunity to examine the person of anyone covered under this policy when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.
- I. LEGAL ACTION:**
1. Legal action will not be taken to recover benefits under this policy until sixty (60) days after proof of loss has been submitted to the **Insurer**. The claimant will be limited to a one (1) year period (three (3) years in the province of Quebec) from the expiration of the time within which proof of loss is required by the policy during which legal action may be taken.
 2. If any time limitation specified in this policy for giving notice of claim, or submitting proof of loss, or undertaking legal action is less than that permitted by law of the province in which the claimant is residing at the time of loss, then the time limitation will not be less than that provided for by provincial law.
- J. EXAMINATION OF RECORDS:**
- The **Insurer** will be permitted to examine the Policy holder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.
- K. CANCELLATION:**
1. The policy may be cancelled by the **Policyholder** by mailing to the **Insurer** written notice stating when thereafter such cancellation will be effective.
 2. This policy may be cancelled by the **Insurer** by mailing to the **Policyholder** at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period.
 3. Delivery of such written notice either by the **Policyholder** or by the **Insurer** will be equivalent to mailing.
 4. Unless otherwise provided in the schedule, if the Policy holder cancels, earned premiums will be computed in accordance with the customary

short rate table and procedures.

5. If the **Insurer** cancels, earned premiums will be made as soon as practicable after cancellation becomes effective. The **Insurer's** cheque, or the cheque of its representative mailed or delivered as aforesaid, will be sufficient tender of any refund of premium due to the **Policyholder**.

L. BENEFITS:

Upon satisfactory proof of loss or expense, as defined within the scope of coverage, limitations and exclusions under this policy, the **Insurer** shall pay the benefits for such loss or expense as provided in the following tables and to the limits stated in Appendix A, in accordance with the Payment of Claims provision stated in this document.

M. CURRENCY:

All payments to or by the Insurer under this policy shall be paid in Canadian Currency.

N. THE CONTRACT:

This policy constitutes the entire contract. No provision of this policy may be altered, waived or modified except by an endorsement hereon signed by the Insurer.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Indemnity provided under this section will not be paid under any circumstance for more than one (1) of the losses, the greatest, sustained by any one (1) Insured Person as the result of any one(1) **Accident**.

In the event Loss of Life occurs within ninety (90) days after the date of the **Accident**, the maximum amount payable will be the Principal Sum.

FOR LOSS OF:

Life	Principal Sum
The Entire Sight of Both Eyes	Two Times the Principal Sum
One Hand and the Entire Sight of One Eye	Two Times the Principal Sum
One Foot and the Entire Sight of One Eye	Two Times the Principal Sum
Speech and Hearing in Both Ears	Two Times the Principal Sum
Speech	Principal Sum
Hearing in both ears	Principal Sum
Hearing in one ear	One Half the Principal Sum
All the Toes on one foot	One Half the Principal Sum

FOR LOSS, OR LOSS OF USE OF:

One Leg or One Arm	Principal Sum
One Hand or One Foot	Three Fourths of the Principal Sum
Both Hands	Principal Sum
Both Feet	Principal Sum
Thumb and Index Finger or at least four fingers Of the Same Hand	Principal Sum

FOR PERMANENT TOTAL DISABLEMENT: meaning disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement

Tetraplegia (Total and Irreversible Paralysis of all four limbs)	Two Times the Principal Sum
Quadriplegia (Total and Irreversible Paralysis of all four limbs)	Two Times the Principal Sum
Paraplegia (Total and Irreversible Paralysis of both lower limbs)	Two Times the Principal Sum
Hemiplegia (Total and Irreversible Paralysis of One Arm and One Leg on the same side of the body)	Two Times the Principal Sum

"Loss" as above used:

1. with reference to hand or foot means complete severance through or above the wrist of ankle but below the elbow or knee joint;
2. as used with reference to arm or leg means complete severance through or above the elbow or knee joint;
3. with reference to thumb means the severance of one (1) complete entire phalanx of the thumb;
4. with reference to finger means the complete severance of two (2) entire phalanges of the finger;
5. with reference to toe means the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes;
6. with reference to eye means the irrecoverable loss of the entire sight thereof;
7. with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds;
8. with reference to hearing means complete and irrecoverable loss of hearing
9. with reference to Quadriplegia, Tetraplegia, Paraplegia and Hemiplegia means the complete and irreversible paralysis of the respective limbs;
10. with reference to loss of use means the total and irrecoverable loss of use,
 - a. provided the loss is continuous for twelve (12) consecutive months; and
 - b. such loss of use is determined to be permanent at the end of such period

MEDICAL EXPENSE BENEFITS

When covered Injuries result in treatment by a Legally Qualified Physician within the scope, coverage and provisions made under this policy, and where no coverage under any Government Plan or any other insurance held by the **Insured Person** exists, we will pay the **Medical Expense** incurred in excess of the Medical Deductible, if any. Benefits shall not exceed the **Usual and Customary Charges**. Limits are described in Appendix A.

Eligible **Medical Expenses** are as follows:

1. **Prosthetic Appliances** – when prescribed by a physician or surgeon and purchased within 52 weeks of the **Accident**, the **Insurer** will pay benefits incurred for artificial limbs and/or eyes up to the maximum stated in Appendix A for each **Injury** resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacements of same
2. **Blanket Accident Expense Reimbursement** – the **Insurer** will pay for **Medically Necessary** expense for which coverage is not available under any Government Plan, incurred within 52 weeks of the date of the **Accident**, resulting in an **Injury** which requires, within 30 days of the **Accident**, the following services or supplies while under the care and attendance of a physician other than himself or a member of his immediate family for
 - a. Private Duty Nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the **Insured Person's** residence;
 - b. Transportation by a licensed ambulance service or, when recommended by a physician, any other conveyance licensed to carry passengers for hire to or from the nearest hospital which is equipped to provide the required treatment;

- c. Hospital charges for the difference between the public ward allowance under the **Insured Person's** Provincial Hospital Plan and the semi-private accommodation charge (or private, if recommended by a physician);
 - d. Rental of a wheelchair, iron lung, and other durable equipment for therapeutic treatment not to exceed the purchase price prevailing at the time the rental became necessary;
 - e. Charges for prescription drug, sera or vaccines, obtainable only with a written prescription or legally qualified dentist and dispensed by a registered pharmacist or Physician, but excluding any charges made for the administration of injectible drugs, sera or vaccines subject to a dispensing maximum of a thirty (30) day supply.
 - f. Miscellaneous expenses for hearing aids, crutches, splints, casts, trusses & braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of \$300.00 for each **Injury** per policy term, and not to exceed 50% of the cost of the brace;
3. **Rehabilitation Benefit** – if an **Accident** causes **Injury** to a member which requires the member to undergo special training in order to be qualified to engage in a special occupation in which he would not have engaged except for such **Injury**, the **Insurer** will pay the reasonable and necessary expense actually incurred by any member, but shall not exceed \$3,000.00; nor shall payment be made for any expense incurred more than 2 years after date of the **Accident**, nor for room, board, or other ordinary living, travelling, or clothing expense.
 4. **Tuition Benefit** – when, within 90 days of the date of the **Accident**, an **Injury** shall disable totally and confine an **Insured Person** to his or her residence for a period in excess of 90 days, the **Insurer** shall pay the expense incurred from six months from the date of the **Accident** for tutorial services of a qualified teacher holding a current Provincial Ministry of Education Teaching certificate at a rate of no more than \$20 per hour. In addition, the **Insurer** shall pay for the rental of any equipment required or program software as suggested and approved by the Ministry of Education or local School Board where the member is in attendance. All benefits payable under this section are subject to an aggregate limit of \$2,000.
 5. **Special Treatment Travel Expense Benefit** – if, within 52 weeks of the **Accident**, an **Injury** requires special treatment that cannot be obtained in the municipality of a member's residence, the **Insurer** will pay up to a maximum of \$150 per **Insured Person** per claim for travel expense incurred away from home but not to exceed the maximum limit of \$1,000.
 6. **Out of Province Surgical and Medical Accident Benefits** – if bodily injury is sustained by an **Insured Person** as a result of an **Accident** outside of the province in which they reside, but still within Canada, and the **Insured Person** requires **Medically Necessary** treatment that is deemed to be immediate by a Licensed Physician and cannot wait until the **Insured Person** returns to their province or territory of residence, the **Insurer** will pay those sums in excess of the federal or provincial medical plan available to the **Insured Person**, whether or not they are enrolled in such a plan, to a maximum of \$10,000 per **Insured Person** per policy period.
 7. **Emergency Transportation Benefit:** if an **Accident** requires immediate transportation to the closest hospital, doctor's office, nurses station or other medical facility, the **Insurer** will pay the reasonable expense incurred in transporting the **Insured Person** to such facility, including evacuation by air transport, to a maximum of \$500.00 AGGREGATE per policy period.
 8. **Eyeglass & Contact Lenses Expense** –
 - a. if bodily injury to an **Insured Person** requires and receives treatment by a qualified Physician or Dentist and also results in the breakage of eyeglasses or the breakage or loss of contact lens or lenses of the **Insured Person**, the **Insurer** will pay the actual cost of the repair or replacement of the eyeglasses or contact lens(es) to a maximum of \$100 per **Insured Person** in respect of all such replacements or repairs during the policy term.
 - b. If the **Injury** results in the purchase of eyeglasses or contact lenses as prescribed by a licensed Physician where not required nor worn prior to the **Accident**, the **Insurer** will pay the reasonable and necessary expense thereof to a maximum of \$100 per **Insured Person** per **Accident**.
 9. **Youth Wage Loss** - A youth member actively employed by a business for wages on a part time basis who suffers an **Injury** and is under the regular care of a Physician, and is unable to perform all the duties of the job, will be covered for 75% of the youth member's hourly wage during the disability. Actively employed means the youth member has been continuously employed prior to the date of the **Accident**. Benefits will be payable from the 15th day of disability, to a maximum of \$1,000 during the term of this Policy. With respect to seasonal employment, this benefit will not be paid past the date employment would have normally ceased.
 10. **Babysitting** - If a youth member requires and receives treatment for an **Injury** by a Physician and is confined to home following the **Accident**, the **Insurer** will pay for a babysitter to tend to the youth member during normal school hours or during the Parent's workday if the Parent is unable to do so. The babysitter must be at least 18 years of age and not an immediate family member. This benefit is subject to an hourly maximum equal to the provincial minimum wage and an aggregate limit of \$500 per youth member during the term of this Policy.
 11. **Exposure & Disappearance**
 - a. If, by reason of an **Accident** covered by this policy, an **Insured Person** is unavoidably exposed to the elements and, as the result of such exposure, suffers a loss for which indemnity is otherwise payable here under, such loss will be covered under the terms of this policy.
 - b. If the **Insured Person** is not found within one (1) year after the date of the disappearance, sinking or wrecking of the conveyance in which the **Insured Person** was riding at the time of the **Accident** and under such circumstances as would otherwise be covered hereunder, it will be presumed the **Insured Person** suffered Loss of Life resulting from bodily **Injury** caused by an **Accident** at the time of such disappearance, sinking or wrecking.
 12. **Fracture, Tendon Severance, Dislocation & Miscellaneous Benefit Option** - When **Injury** results in any of the following fractures, dislocations, severances or miscellaneous conditions within three hundred and sixty-five (365) days after the date of the **Accident**, the **Insurer** will pay up to the Fracture Indemnity maximum stated in the schedule noted in Appendix A in accordance with the percentages indicated below but not more than one (1) such indemnity, the largest, will be payable as the result of any one (1) **Accident**

For complete fracture (including Greenstick type fracture):

	Percentage of Fracture Indemnity
Of the skull (depressed)	100%
Of the skull (not depressed)	33%
Of the spine (one or more vertebrae)	50%
Of the jawbone (mandible or maxilla)	33%
Of the thigh (femur)	33%
Of the pelvis	33%
Of the knee cap	27%
Of the lower leg	25%
Of the shoulder blade	25%
Of the ankle (small bones)	25%

Of the wrist (small bones)	25%
Of the forearm (compound or comminuted)	23%
Of the forearm (not compounded)	12%
Of the sacrum or coccyx	17%
Of the sternum	17%
Of the arm, between elbow and shoulder	17%
Of the collarbone	12%
Of the nose	12%
Of two or more ribs	10%
Of one hand (one or more metacarpals)	8%
Of one foot (one or more metatarsals)	8%
Of the facial bones	8%
Of one rib	5%
Of any bone not specified above	3%

For complete dislocation:

Of the hip	42%
Of the knee (with open primary repair)	33%
Of the shoulder (with open reduction)	25%
Of the wrist	17%
Of the ankle	17%
Of the elbow	12%
Of the bones of foot, other than toes	8%

Severance of tendon or tendons:

Heel (Achilles)	22%
Ankle	20%
Foot (not toes)	18%
Elbow	12%
Wrist	12%
Hand (including fingers)	12%

Miscellaneous:

Ruptured kidney (operative)	27%
Ruptured liver (operative)	27%
Ruptured spleen (operative)	27%
Punctured lung-with open surgery	22%
Burns-requiring one or more skin grafts	22%
Knee-injured and requiring surgery (when there is no fracture or dislocation)	22%
Bone operation-injured portion removed (when there is no fracture or dislocation)	20%

No benefit is payable under this section, if a Death Benefit is to be paid, or has been paid or if any benefit has been paid under Blanket Accident Expense Reimbursement.

APPENDIX A – SCHEDULE OF MAXIMUM LIMITS PAYABLE

In accordance with General Provision 'M – Benefits' this schedule shall represent the maximum sum payable under the following categories:

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AS PER CHART PROVIDED IN WORDING):

Principal Sum	\$10,000
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MEDICAL EXPENSE BENEFITS – MAXIMUM LIMITS:

TYPE OF COVERAGE	MAXIMUM SUM TO BE INSURED
Prosthetic Devices	\$ 3,000.00
Blanket Accident Reimbursement	\$ 25,000.00
Rehabilitation Benefit	\$ 3,000.00
Tuition Benefit	\$ 2,000.00
Special Treatment Travel Expense Benefit	\$ 1,000.00
Out of Province Medical Accident (inside Canada) Benefits	\$ 10,000.00
Eyeglass, Contact Lens Expense	\$ 100.00
Emergency Transportation Benefit Including Air/Heli Evacuation	\$500.00
Blanket Dental Accident Reimbursement If HOCKEY then NO DENTAL COVER	\$ 2,000.00
Dentures/Bridgework Benefit If HOCKEY then NO DENTURES/BRIDGEWORK COVER	\$ 2,000.00
Babysitting	\$ 500.00
Youth Wage Loss	\$ 1,000.00

Form #AINC - Additional Insured and Notice of Cancellation Endorsement
(Rev. 2 February 2012)

1. It is understood and agreed that the following legal entities are added to this Policy as an Additional Insured, but only with respect to the operations of the Named Insured and only in connection with AS00929.

With respect to the coverage provided to the Additional Insured, the limit liability under this endorsement will not exceed \$5,000,000 per Occurrence and \$5,000,000 Products and Completed Operations Hazard. Such insurance as is afforded by this endorsement does not insure liability arising out of the operations of the Additional Insured or its employees.

2. It is hereby agreed that if this Policy is cancelled by the Underwriters for any reason other than non-payment of premium or at the request of the Named Insured, we will send thirty (30) days written notice of cancellation to the designated entity shown in the schedule below. Failure to provide such notice shall not affect the Underwriters rights to cancel the Policy, nor shall it affect the cancellation of this Policy with regard to any entity that is not listed below or, if listed below, any entity to whom such notice is provided.

CANADORE COLLEGE
100 COLLEGE DR.
NORTH BAY, ON P1B 8K9

THE CORPORATION OF THE CITY OF NORTH BAY
200 MCINTYRE ST E
NORTH BAY, ON P1B 8V6

THE MUNICIPALITY OF CALLANDER
280 MAIN ST N, P.O BOX 100
CALLANDER, ON P0H 1H0

ROYAL CANADIAN LEGION BRANCH 445
345 LANSDOWNE ST
CALLANDER, ON P0H 1H0

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

Form #LMA5396 - Communicable Disease Exclusion (Liability Insurance)

(17 April 2020)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Form #LMA5528A - Cyber and Data Exclusion

(for attachment to Canadian Liability forms)

(15 March 2023)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;
 - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; or
 - 1.3 complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation, regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Definitions

3. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
4. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
5. **Cyber Incident** means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
6. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Form #SPF 6 - Non-Owned Automobile Policy
(Rev. 21 January 2008)

INSURING AGREEMENT

Now, therefore, subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated, and those stated in the Declarations.

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 workers' 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 the Declarations, 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 judgement 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 the Declarations; 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 the Declarations, 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 on the Declarations 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 on the Declarations 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.

STATUTORY CONDITIONS

The Statutory Conditions for Non-Owned Automobile Insurance as set out in the Insurance Act of the province in which this policy covers shall form part of the policy.

Form #SEF 96 - SEF No. 96 – Contractual Liability Endorsement

(Rev. 9 July 2012)

Applicable To The Non-Owned Automobile Policy – S.P.F. No. 6 (for attachment only to a non-owned policy S.P.F.No.6)

It is agreed that exclusion 2.c. of Section A Insuring Agreement of the Policy as shown in S.P.F.No.6 to which this endorsement is attached is amended to read as follows:

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

All written contracts including any other written agreement assuming the liability of other except:

- (1) Any contract or agreement assuming the legal liability of the automobile owner; and
- (2) Any contract or agreement where in the Insured has assumed liability for the sole negligence of the indemnity.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated,

Form #SEF 99 - Excluding Long Term Leased Vehicle Endorsement

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

(Rev. 21 January 2008)

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 the endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect

Form #SEF 94 - SEF No. 94 – Legal Liability for Damage to Automobiles in the Care, Custody, or Control of the Insured

(For attachment only to a Non-Owned Policy SPF No. 6)
(Rev. 5 July 2012)

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended as follows:

SECTION B – LEGAL LIABILITY FOR DAMAGE TO AUTOMOBILES IN THE CARE, CUSTODY or CONTROL OF THE INSURED

The **INSURERS** 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 any automobile not owned inwhole or in part by or licensed in the name of the Insured and resulting from loss or damage thereto, caused by–ALL PERILS.

Deductible Clause

Each occurrence causing loss or damage covered hereunder except loss or damage caused by fire or lightning or theft of the entire automobile shall give rise to a separate claim in respect of which the **INSURERS'** liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated.

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 **INSURERS** 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. 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 and expenditures provided for in the Additional Agreements of the Policy to which this Endorsement is attached.

Additional Agreement

The **INSURERS** 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.

Limit and Deductible Amount Advanced Premium

	LIMIT AND DEDUCTIBLE AMOUNT	ADVANCE PREMIUM
1. ALL PERILS	\$As per policy declaration page (exclusive of interests and costs) any one Accident \$As per policy declaration page Deductible (other than fire, lightning or theft of entire automobile)	\$ Included

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

Form #O.E.F. 98B - Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement

(22 November 2013)

Applicable to the 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:

- a) 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 Declarations, 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).
- b) 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.
- c) 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.

Form #LSW1193A - Statutory Conditions
(Rev. June 2005)

CONDITIONS

The conditions as set out below apply to all of the perils insured by this policy either as **STATUTORY CONDITIONS** or as contractual conditions as the law may require.

STATUTORY CONDITIONS

MISREPRESENTATION

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

PROPERTY OF OTHERS

2. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

CHANGE OF INTEREST

3. The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.

MATERIAL CHANGE IN RISK

4. Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

TERMINATION OF INSURANCE

5.
 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 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 the 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 1(a) 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.

REQUIREMENTS AFTER LOSS

6.
 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) forthwith give notice thereof in writing to the insurer;
 - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
 2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

FRAUD

7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

WHO MAY GIVE NOTICE AND PROOF

8. Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and 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.

SALVAGE

9. 1. The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
2. The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

ENTRY, CONTROL, ABANDONMENT

10. After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

APPRAISAL

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any 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.

WHEN LOSS PAYABLE

12. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

REPLACEMENT

13. 1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
2. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

ACTION

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

* Two years in the Province of Manitoba and the Northwest and Yukon Territories. Saskatchewan Statutory Condition 14 is repealed.

See The Limitations Act, S.S. 2004, c.L-16.1.

NOTICE

15. 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 the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL CONDITIONS**NOTICE TO AUTHORITIES**

1. Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereat, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

NO BENEFIT TO BAILEE

2. It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.

PAIR AND SET

3. In the case of loss of or damage to any article or articles, whether scheduled or unscheduled which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

PARTS

4. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

SUE AND LABOUR

5. It is the duty of the insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

BASIS OF SETTLEMENT

6. Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

SUBROGATION

7. The insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

D&O - EXTRA SMART

DECLARATIONS

DECLARATIONS PAGE

PURPOSE OF THIS DOCUMENT: New Business	POLICY NO. QD01781	
NAMED INSURED AND POSTAL ADDRESS NIPISSING DISTRICT SOFTBALL CLUB 331 Hutchson Ave, North Bay ON, P1B6Z1	AGENT OR BROKER CO-72844 Steve Johnson Insurance & Financial Services Inc. 326 Airport Road North Bay, ON P1B8W9	
PERIOD OF INSURANCE/POLICY PERIOD 12:01 A. M. STANDARD TIME AT THE "COVERED LOCATION(S)" SHOWN BELOW	FROM Oct 01, 2025 TO Oct 01, 2026	
DESCRIPTION OF OPERATIONS: Youth softball league	INDUSTRY CODE:	
LOCATION OF RISK: 331 Hutchson Ave, North Bay ON, P1B6Z1		

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN – ON TERMS AND CONDITIONS CONTAINED IN THE FORMS INDICATED.

D&O - EXTRA SMART - Policy Schedule

MAXIMUM AGGREGATE LIABILITY LIMIT	\$2,000,000	PREMIUM	\$795
BASIC COVERAGE	LIMIT	DEDUCTIBLE	
A. Directors & Officers	included	Nil	
B. Company Reimbursement	included	\$1,000	
C. Entity	included	\$1,000	
D. Employment Practices Liability	No coverage		
ADDITIONAL COVERAGE (within maximum aggregate liability limit)			
Pollution Defense Costs	\$100,000	Nil	
Fiduciary Liability	\$100,000	\$5,000	
Spousal Extension	Included	Nil	
TERRITORY	Worldwide		
PRIOR AND PENDING LITIGATION DATE	Inception		
POLICY FORMS:			
Form #S72061 - D&O Complete Solution (Rev. July, 2019), Form #S72062 (Rev. January 16, 2012) D&O Extra Smart, Form PMSTAT (Rev. January, 2019) Policy Conditions			
ENDORSEMENTS:			
Form #S72062 - D&O Extra Smart (Rev. Jan. 16, 2012) includes			LIMIT
Key Person Recruitment Benefit			\$25,000
Kidnap Recruitment Expenses			\$100,000
Crisis Management Services Expenses			Included
Kidnap Resultant Death Benefit			\$10,000
Additional Expense Limit (outside of policy limit) for Insured Persons in the event of exhaustion of limits by Named Insured			\$100,000

INSURANCE MANAGER: Premier Canada Assurance Managers Ltd., 1700 - 601 W. Hastings Street, Vancouver, B.C. V6B 1M8

THIS DOCUMENT CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE

IN WITNESS WHEREOF THIS DOCUMENT HAS BEEN SIGNED, AS AUTHORIZED BY THE INSURER, BY

Per 
 Authorised Representative

PREMIUM TOTAL (All Coverages) : \$795

MINIMUM RETAINED PREMIUM: IN THE EVENT OF A CANCELLATION 25% SHALL APPLY TO ALL PREMIUMS. POLICY FEE IS FULLY EARNED


PREMIER – STATEMENT OF ACCOUNT

Premium: \$795
 Policy Fee: \$80
Total Due: \$875

Policy Number: QD01781
 Insured: NIPISSING DISTRICT SOFTBALL CLUB
 Broker: CO-72844 Steve Johnson Insurance & Financial Services Inc.

Date Issued: Sep 24, 2025

LIST OF SUBSCRIBING COMPANIES

THE INSURERS	COVERAGE(S) INSURED	SUM(S) INSURED OR PERCENTAGE(S)	PREMIUM
The Sovereign General Insurance Company Per 	D&O \$2,000,000	100%	\$795

TOTAL PREMIUM: \$795

Form #S72061 (Rev. July 2019)
D&O Smart – Complete Solution

PLEASE READ CAREFULLY THIS INSURANCE POLICY IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS WITH ALL DEFENCE COSTS, CHARGES AND EXPENSES REDUCING THE LIMIT OF LIABILITY. PLEASE REFER TO THE CONDITIONS AND EXCLUSIONS CONTAINED IN THIS CONTRACT.

Key words and phrases which appear in bold type and quotations have special meanings. Refer to Part III Policy Definitions section.

PART 1

WHAT WE AGREE TO INSURE

We will pay on behalf of an "Insured" a "Loss" arising from a "Claim" against an "Insured" for a "Wrongful Act" subject to the terms and conditions and exclusions contained herein. In consideration of the payment of the premium and in reliance upon the statements made in the application, the supplementary applications and any additional document(s) for this insurance which are made a part thereof, the "Insurer" agrees to provide insurance as follows:

1. BASIC COVERAGE

This Form insures only those items for which a limit of insurance is specified on the "Declarations Page".

- A - If during the "Policy Period" any "Claim(s)" are made against any of the "Insured Person(s)" for "Wrongful Act(s)" and reported to the "Insurer" pursuant to the terms of this policy, the "Insurer" shall pay on behalf of the "Insured Person(s)" all "Loss" for which the "Insured Person(s)" shall become legally obligated to pay, except for such "Loss" which the "Named Insured(s)" is required by law, or agrees as permitted by law, to indemnify such "Insured Person(s)" unless and to the extent that the "Named Insured(s)" is unable or unwilling to make actual indemnification solely by reason of its "insolvency".
- B - If during the "Policy Period" any "Claim(s)" are made against any of the "Insured Person(s)" for a "Wrongful Act(s)" and reported to the "Insurer" pursuant to the terms of this policy, the "Insurer" shall pay on behalf of the "Named Insured(s)" all "Loss" for which the "Named Insured(s)" is required by law, or agrees as permitted by law, to indemnify such "Insured Person(s)".
- C - If during the "Policy Period" any "Claim(s)" are made against the "Named Insured" for "Wrongful Act(s)" and reported to the "Insurer" pursuant to the terms of this policy, the "Insurer" shall pay on behalf of the "Named Insured(s)" all "Loss" for which the "Named Insured" shall become legally obligated to pay.
- D - If during the "Policy Period" any "Claim(s)" are made against the "Insured(s)" for a "Employment Practices Liability Wrongful Act(s)" and reported to the "Insurer" pursuant to the terms of this policy, the "Insurer" shall pay on behalf of the "Insured(s)" all "Loss" for which the "Insured(s)" shall become legally obligated to pay.

WHERE COVERAGE APPLIES

2. TERRITORY

The coverage provided under this policy shall apply worldwide except in those jurisdictions where it is prohibited by law.

WHAT WE AGREE TO DEFEND

3. DEFENSE & SETTLEMENT

- (a) With respect to "Claim(s)" covered under Part I, Item 1 – Basic Coverage, the "Insurer" shall have the right and duty to:
 - (i) defend any "Claim(s)" against the "Insured(s)";
 - (ii) select defense counsel to defend any "Claim(s)";
 - (iii) investigate and negotiate the settlement of any "Claim(s)" as it deems expedient.
- (b) The "Insured(s)" shall not incur "Costs, Charges and Expenses", or admit liability, offer to settle, or agree to any settlement in connection with any "Claim(s)" without the express prior written consent of "Premier", which consent shall not be unreasonably withheld. The "Insured(s)" shall provide "Premier" with all information and particulars it may reasonably request in order to reach a decision as to such consent. The "Insurer" shall not be liable to make any payment for any "Loss" resulting from any admission of liability, agreement to settle, or "Costs, Charges and Expenses" incurred prior to "Premier's" express written consent.
- (c) The "Insurer" shall not settle or compromise any "Claim(s)" without the written consent of the "Named Insured(s)". If, however, the "Named Insured(s)" does not consent to any settlement recommended by the "Insurer" and shall elect to contest the "Claim(s)", then the "Insurer's" liability for the "Claim(s)" is limited to:
 - (i) the amount in excess of the "Deductible" for which the "Claim(s)" would have been so settled plus the "Costs, Charges and Expenses" incurred with its consent up to the date of such refusal settle; plus
 - (ii) eighty per cent (80%) of any additional covered "Loss" including "Costs, Charges and Expenses," in excess of the amount in clause (i) above, incurred subsequent to such refusal.
- (d) The "Insurer's" duty to defend any "Claim(s)" covered by this Policy shall cease upon exhaustion of the Limit of Liability as shown in the Declarations.

HOW THE LIMITS AND "DEDUCTIBLES" APPLY

4. LIMIT OF LIABILITY & "DEDUCTIBLE"

- (a) The amount shown in the Declarations shall be the "Insurer's" maximum aggregate liability for "Loss" in respect of all "Claim(s)" made against the "Insured(s)" during any one "Policy Period" and reported in accordance with Part IV Item 14 – Notice of "Claim(s)".
- (b) More than one "Claim(s)" involving the same "Wrongful Act(s)" or "Employment Practices Liability Wrongful Act(s)" of one or more "Insured(s)" is an "Inter-related Wrongful Act(s)" and will constitute a single "Claim(s)" and such single "Claim(s)" shall be deemed to have been made pursuant to Part IV, Item 12 – "Inter-related Wrongful Act(s)" and Date of "Claim(s)" Clause.
- (c) The "Insurer" shall only be liable for "Loss" in excess of the "Deductible" as stated in the Declarations. The "Deductible" shall not apply to "Costs, Charges and Expenses".
- (d) "Costs, Charges and Expenses" shall be part of and not in addition to the Limit of Liability as shown in the Schedule and such "Costs, Charges and Expenses" shall reduce the Limit of Liability as shown in the Declarations.
- (e) In the event a single "Loss" is covered in part under Part I, Items 1(a), 1(b), and 1(c) – Basic Coverage, the "Deductibles" as stated in the Schedule shall be applied separately to that part of the "Loss" covered by each insuring clause and the sum of the "Deductibles" so applied shall constitute the "Deductible" for each single "Loss" provided, the total "Deductible" as finally determined shall in no event exceed the largest applicable "Deductible" as shown in the Declarations.

5. Spousal Extension

This Policy shall cover "Loss" arising from any "Claim(s)" for an actual or alleged "Wrongful Act(s)" of an "Insured Person(s)" made against the lawful spouse (whether such status is derived by reason of a statutory law, common law or otherwise of any applicable jurisdiction in the world) of such "Insured Person(s)", but only to the extent that the spouse is a party to such "Claim(s)" solely out of his or her capacity as the spouse of an "Insured Person(s)", and only for the purpose of any such "Claim(s)" seeking damages recoverable from marital community property, property jointly held by the

“Insured Person(s)” and the spouse or property transferred from an “Insured Person(s)” to the spouse. However, this Policy shall not afford coverage for any “Claim(s)” for any actual or alleged “Wrongful Act(s)” of the spouse.

6. Fiduciary Liability:

The “Insurer” will pay on behalf of the “Named Insured” Loss for which the “Named Insured” is legally liable in the administration of an “Employee Benefit Plan”, excluding Defined Benefit Pension Plans. The Limit of Liability shall not exceed one hundred thousand (\$100,000) and is also subject to the Policy Aggregate as per Item 4(a) of the Limit of Liability & “Deductible” section.

7. Outside Non-Profit Entity Directorship Coverage

This Policy shall cover any “Loss” related to “Claims” for “Wrongful Act(s)” made against any Insured Person(s) who acts as a director, officer, or trustee of any “Outside Non-Profit Entity”; provided that such position is with the knowledge and consent of, or is at the direction or request of the “Named Insured(s).”

Coverage under this clause shall be specifically excess of any insurance obtained by the “Outside Non-Profit Entity” and any indemnification provided to the Insured Person(s) by such “Outside Non-Profit Entity”.

REPORTING CLAIMS AFTER TERMINATION OF POLICY

8. AUTOMATIC REPORTING PERIOD

This Policy shall automatically provide an extended reporting period of sixty (60) days, following the termination of this Policy, for the reporting of any “Claim(s)”, but only with respect to “Wrongful Act(s)” or “Employment Practices Liability Wrongful Act(s)” committed prior to such termination date. This extended sixty (60) day reporting period will not apply if the Policy is cancelled because of non-payment of the premium by the “Insured(s)” or if replacement coverage is obtained.

OPTIONAL ADDITIONAL EXTENDED REPORTING PERIOD

9. DISCOVERY PERIOD

If the “Insurer” or the “Insured(s)” cancel or refuse to renew this Policy, and provided that the premium has been fully paid, the “Insured(s)” shall have the right, upon payment of an additional premium, to an extension of the coverage granted by this Policy in respect of any “Claim(s)” which are made during the twelve (12) months after the termination of the Policy, but only with respect to any “Wrongful Act(s)” or “Employment Practices Liability Wrongful Act(s)” committed or alleged to have been committed prior to such termination date. Such twelve (12) month period is hereinafter referred to as the Discovery Period. The additional premium to be charged will be fifty per cent (50%) of the previous annual premium. This right of extension shall cease unless written notice is given to the Insurer within sixty (60) days after the termination date, together with full payment of the premium for this extension. The Discovery Period will be part of the immediately preceding “Policy Period” and shall not operate to increase the Limit of Liability of such “Policy Period”.

The additional premium for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period, once incepted, is not cancellable.

For the purposes of this clause, the Insurer’s quote of differing terms for renewal purposes, including differing conditions, premium, Limits of Liability or “Deductible”, does not constitute a refusal to renew this Policy.

PART II

WHAT IS NOT COVERED

PART II - EXCLUSIONS

The “Insurer” shall not be liable to make any payment for “Loss” in connection with any “Claim(s)” made against the “Insured(s).”

1. Bodily Injury/Property Damage:

For any actual or alleged:

- (a) bodily injury, sickness, disease, death, assault or battery or molestation of any person;
- (b) property damage, or any actual or alleged damage to or destruction of any tangible property including loss of use thereof;
- (c) mental anguish, emotional distress, defamation, invasion of privacy, slander or humiliation; however, part (c) shall not apply with respect to any “Employment Practices Liability Wrongful Act(s)”.

2. Contractual:

Based upon, or arising out of, any actual or alleged breach of contract or failure to proceed with a contract whether oral or written, however this exclusion will not be applicable to:

- (a) “Claim(s)” made against the “Insured Person(s)” alleging wrongful or unjust dismissal, but only to the extent that such “Claim(s)” is seeking damages arising from the manner in which the claimant was dismissed from employment by the “Insured Person(s)” with respect to Insuring Agreement 1(D) only; or
- (b) the “Costs, Charges and Expenses” subject to Part IV Item 3- Allocation, in respect of “Employment Practices Liability Wrongful Act(s)” under Insuring Agreement 1(D) only; or
- (c) “Claim(s)” for which the “Insured(s)” would have liability in the absence of such contract but only to the extent that such liability arises in the absence of such contract.

3. Employee Benefits:

Based upon, arising out of, or attributable to any actual or alleged violation of the responsibilities, duties or obligations imposed upon any “Insured(s)” by the Pension Benefits Standards Act, R.S.C. 1985, c. 32 (2nd Supp.), the Ontario Pension Benefits Standards Act, R.S.O.1990, c. P-8, the Employee Retirement Income Security Act of 1974 of the United States of America and amendments thereto or by similar provincial, state, territorial or local legislation, the Canada Health Act, R.S.C. 1985, c. C-6, the Ontario Health Insurance Act, R.S.O. 1990, c.H.6, or similar provincial, state, territorial or local legislation, the Ontario Insurance Act, R.S.O.1990, C. I.8 or similar provincial, state, territorial or local legislation. Legislation governing the Canada Pension Plan, workers compensation, employment insurance, social or old age security, employee disability or health insurance or similar provisions of any federal, provincial, state, territorial or local law, or for the cost of compliance therewith.

4. Employment Standards:

Based upon, arising out of, or attributable to any actual or alleged violation of the responsibilities, duties or obligations imposed upon any “Insured(s)” by the Canada Labour Code, the Occupational Health and Safety Act of Ontario, or any rules or regulations promulgated there under or any similar federal, provincial, state, territorial or local, statutory or common law or for the cost of compliance therewith.

5. Fraudulent Acts/Personal Profit or Remuneration:

Based upon, brought by or attributable to:

- (a) the fraudulent, dishonest or criminal acts of the “Insured Person(s)”; or

- (b) the **"Insured Person(s)"** gaining any personal profit, remuneration or advantage to which they were not legally entitled; provided however the provisions of this exclusion shall not apply unless a judgment or other final adjudication of the **"Claim(s)"** shall establish that such conduct in fact occurred.

Note: For the purposes of determining the applicability of Part II Item 5 – Fraudulent Acts/Personal Profit or Remuneration exclusion, it is understood and agreed that:

- (i) any fact pertaining to or knowledge possessed by any one **"Insured Person(s)"** shall not be imputed to any other **"Insured Person(s)"**; and
(ii) any fact pertaining to or knowledge possessed by any past, present or future chair of the board, president, executive director or chief financial officer of the **"Named Insured(s)"** shall be imputed to the **"Named Insured(s)"**.

6. "Insured(s)" versus "Insured(s)" – Claims brought by Insiders:

- By or on behalf of, or at the direction of, or for the benefit, directly or indirectly, of any **"Insured(s)"**, however, this exclusion shall not apply to **"Claim(s)"**:
- (a) brought under Insuring Agreement 1(a) made directly or derivatively provided that such **"Claim(s)"** is maintained without the solicitation, assistance, participation or intervention of any or all of the **"Insured Person(s)"**; or
(b) brought by any **"Insured(s)"** in the form of cross claim or third party claim for contribution or indemnity which results directly or indirectly from a **"Claim(s)"** not otherwise excluded by the terms of the Policy; or
(c) brought or maintained by a trustee in bankruptcy of the **"Named Insured(s)"**, an interim receiver appointed pursuant to the provisions of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, a liquidator appointed pursuant to the provisions of the Winding-up and Restructuring Act, R.S.C. 1985, c.W-11, a monitor appointed pursuant to the provisions of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, or a receiver or receiver and manager appointed pursuant to the Courts of Justice Act, R.S.O. 1990, c.C.43, or pursuant to other similar federal, provincial, state or territorial legislation; or
(d) brought by any **"Insured Person(s)"** who has not served as a duly elected or appointed director or officer of the **"Named Insured(s)"** for at least three (3) years preceding the date upon which the **Claim(s)** is first made or
(e) for **"Employment Practices Liability Wrongful Act(s)"**, brought by an employee of the **"Named Insured(s)"**; or
(f) brought and maintained independently of, and without the assistance, participation or intervention of any **"Named Insured(s)"**; provided however, if any **"Insured Person(s)"** has protection for any retaliatory conduct by the **"Named Insured(s)"** under any federal, provincial, state or territorial legislation, then for the purpose of this exception, such activity will not alone be considered to be with the solicitation, assistance or active participation of any **"Named Insured(s)"** or any such **"Insured Person(s)"**.

7. Intellectual Property

Based upon, arising out of, directly or indirectly resulting from, attributable to, in any way involving, or in connection with any actual or alleged intentional or unintentional breach or infringement or any patent or copyright or trademark or any other form of intellectual property.

8. Nuclear Liability:

- (a) for liability imposed by or arising under the Nuclear Liability Act; nor
(b) for "Loss" with respect to which an **"Insured Person(s)"** under this Policy is also **Insured** under a contract of nuclear energy liability insurance (whether the **"Insured Person(s)"** is unnamed in such contract or whether or not it is legally enforceable by the **"Insured Person(s)"** issued by the Nuclear Insurance Association of Canada or any other Insurer or group or pool of Insurers or would be an **"Insured Person(s)"** under any such Policy but for its termination upon exhaustion of its limit of liability; nor
(c) for **"Loss"** resulting directly or indirectly from the **"Nuclear Energy Hazard"** arising from:
(i) the ownership, maintenance, operation or use of a **"Nuclear Facility"** by or on behalf of an **"Insured Person(s)"**;
(ii) 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"**; and
(iii) the possession, consumption, use, handling, disposal or transportation of **"Fissionable Substance(s)"s**, or of other **"Radioactive Material"** (except radioactive isotopes, away from a **"Nuclear Facility"**, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an **"Insured Person(s)"**.

9. Pollution:

Based upon, arising out of, directly or indirectly attributable to or in consequence of

- (a) the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants into, in or upon real or personal property, water or the atmosphere;
or;
(b) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **"Pollutants"**;

Provided however, this exclusion shall not apply to:

- i) any **"Claim(s)"** for **"Employment Practices Liability Wrongful Act(s)"** arising from actual or threatened disclosure of the matters described in this exclusion.
ii) **'Costs, Charges and Expenses'** arising out of **"Wrongful Acts"** within the territorial limits and jurisdiction of Canada to a maximum \$100,000 Limit of Liability and is included in the Aggregate Policy Limit.

10. Professional Services:

Based upon, arising out of directly or indirectly, or in any manner attributable, in whole or in part, to the rendering or failure to render **"Professional Services"** to others either gratuitously or for a fee.

11. Prior Knowledge:

Based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any **"Wrongful Acts"** or **"Employment Practices Liability Wrongful Act(s)"**, prior and/or pending civil, criminal, administrative or investigative proceeding involving the **"Insured(s)"** and known to the **"Insured(s)"** or any fact, circumstance or situation underlying or alleged prior to the issuance of this coverage.

12. Prior or Pending Litigation:

Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **"Wrongful Act(s)"** or **"Employment Practices Liability Wrongful Act(s)"** or any fact, circumstance or situation which has been the subject of any notice given as of or prior to the applicable Prior and Pending Litigation Date set forth in the Declarations for which this coverage is a direct or indirect renewal or replacement.

13. Securities:

Based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving actual or attempted offering, solicitation, sale, distribution or issuance of securities to the **Public**, whether or not a prospectus has been issued.

14. Major Shareholders:

Made or instigated by or on behalf of, or for, the benefit of any person or entity holding beneficially or otherwise more than 25% of the issued share capital of the **"Named Insured(s)"**.

15. Subsidiaries:

Arising out of any “**Wrongful Act(s)**” or “**Employment Practices Liability Wrongful Act(s)**” committed or alleged to have been committed by the “**Insured Person(s)**” of any “**Subsidiary**” occurring prior to the date such entity became a “**Subsidiary**” or after such entity ceased to be a “**Subsidiary**”. Furthermore, there shall be no protection under this Policy for any individuals who only became “**Insured Person(s)**” of the “**Subsidiary**” after it ceased to be a “**Subsidiary**”.

16. Fiduciary Liability:

Based upon, arising out of, directly or indirectly resulting from or in consequence of the administration of any Employee Defined Benefit Pension Plan.

Part III

Policy Definitions

As used in this policy, the following words or expressions shall mean:

1. “Claim(s)”:

- (a) A written or oral demand for monetary or non-monetary relief; or,
- (b) A civil, criminal, administrative, regulatory or arbitration proceeding for monetary or non-monetary relief which is commenced by:
 - (i) a Writ of Summons, statement of claim or similar originating legal document; or
 - (ii) return of a summons, information or similar document (in the case of a criminal proceeding).

2. “Costs, Charges and Expenses”:

Reasonable and necessary legal fees and expenses incurred by the “**Insured(s)**” solely in the defense of any “**Claim(s)**” and appeals there from, or in connection with an appearance before any administrative tribunal and/or board of enquiry, and cost of attachment or similar bonds; provided, however, “**Costs, Charges and Expenses**” shall not include the following:

- (a) salaries, wages, overhead or benefit expenses associated with officers or employees of the “**Named Insured(s)**”; or
- (b) any amounts incurred in defense of any “**Claim(s)**” for which any other Insurer has a duty to defend, regardless of whether or not such other Insurer undertakes such duty.

3. “Deductible”

The amount the **Insured** is required and obligated to pay by the insurance policy.

4. “Employee Benefit Plan”

Any dental, medical, life and accident or employee profit sharing plan which at the inception date of the Policy, is sponsored by the “**Named Insured**”, except any multi-employer plan. Including any “**Employee Benefit Plan**” acquired or created during the “**Policy Period**”, but only with respect to “**Wrongful Acts**” or “**Employment Practices Liability Wrongful Act(s)**” occurring subsequent to the date of such acquisition or creation. “**Employee Benefit Plan**” does not include any, defined benefits, employee pension plan or welfare benefit plan.

5. “Employment Practices Liability Wrongful Act(s)”:

The following acts related to employment if alleged by or on behalf of **any past, present or future employee of the “Named Insured” or any applicant for employment with the “Named Insured(s)”**

- (a) discrimination;
- (b) wrongful dismissal, discharge or termination of employment, whether actual or constructive;
- (c) employment related misrepresentation, whether written or oral;
- (d) wrongful failure to employ or promote or grant tenure;
- (e) sexual or workplace harassment of any kind;
- (f) failure to create or enforce adequate workplace or employment policies and procedures;
- (g) wrongful discipline, denial of training, deprivation of career opportunity, negligent evaluation including defamatory statements made in connection with an employee reference;
- (h) retaliation;
- (i) employment related libel, slander, defamation, humiliation or invasion of privacy; or
- (j) breach of an employment agreement whether written or oral, other than a collective bargaining agreement.

6. “Fissionable Substance(s)”:

Any prescribed substances that is, or from which can be obtained a substance capable of releasing atomic energy by nuclear fission.

7. “Insolvency”:

- (a) The appointment of a Receiver or a Receiver Manager of the “**Named Insured(s)**”;
- (b) The filing of a proposal or plan of arrangement by the “**Named Insured(s)**” pursuant to the provisions of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, or similar federal, provincial, territorial or state legislation; or
- (c) The “**Named Insured(s)**” filing a proposal, assignment or being placed in bankruptcy pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended.

8. “Insured Person(s)”: “You” “Your”

Applicable to **Non-Profit Organization**

- (a) Any persons who were or now are directors, officers (including de facto directors and officers), trustees, volunteers or members of any duly constituted committee of the “**Named Insured(s)**”;
- (b) The functional equivalent of any duly elected or appointed director or officer of the “**Named Insured(s)**” in a foreign jurisdiction.
- (c) The estates, heirs, legal representatives or assigns of directors, officers, trustees, employees, volunteers or members of any such committees in the event of their death, incompetency, “**Insolvency**” or bankruptcy.
- (d) any past, present and future employee of the “**Named Insured(s)**” including part-time, seasonal and temporary employee, but not an independent contractor,

Applicable to **Private Companies**

- (a) Any persons who were or now are directors, officers (including de facto directors and officers), or trustees of the “**Named Insured(s)**”;
- (b) The functional equivalent of any duly elected or appointed director or officer of the “**Named Insured(s)**” in a foreign jurisdiction.
- (c) The estates, heirs, legal representatives or assigns of directors, officers in the event of their death, incompetency, “**Insolvency**” or bankruptcy.
- (d) any past, present and future employee of the “**Named Insured(s)**” including part-time, seasonal and temporary employee, but not an independent contractor,

9. “Insured(s)” “You”, “Your”

The “**Insured Person(s)**” and the “**Named Insured(s)**”

10. **“Insurer” “Company” “we”**
Shall mean the insurance companies whose names appear in the Declarations.
11. **Inter-related Wrongful Act(s)”:**
Any **“Wrongful Act(s)”** or **“Employment Practices Liability Wrongful Act(s)”** that has a common nexus, any fact, circumstance, situation, event, transaction, series of facts, circumstances, situations, events or transactions.
12. **“Loss”:**
Any **“Costs, Charges and Expenses”**, damages, settlement and judgment including taxable costs, pre-judgment interest and any post-judgment interest providing, however, that **“Loss”** shall not include:
 (a) criminal or civil fines or taxes;
 (b) penalties imposed by law;
 (c) liability for matters which are uninsurable under the law pursuant to which this Policy shall be construed;;
 (d) amounts based upon, arising out of, or attributable to any liability of the **“Named Insured(s)”** under any contract or agreement, either oral or written, except to the extent set out in Part II Item 2.(a), 2.(b) and 2.(c);
 (e) damages for the failure to afford reasonable notice upon the termination of an employment contract;
- However, with respect to coverage provided by Insuring Agreement 1(a) **“Loss”** shall include:
 (i) taxes and related penalties assessed against a director based upon, arising out of or attributable to the failure to deduct, withhold or remit tax from a payment of salary or wages of an employee under the provisions of any federal, provincial, territorial, local statutory, civil or common law;
 (ii) any amount constituting payment of wages and similar provisions of any federal, provincial, territorial, or local statutory, civil or common law; and
 (iii) unpaid tax liabilities of the **“Named Insured(s)”** arising under the federal laws of Canada, or similar provisions of any provincial, territorial or local law due to the **“Insolvency”** of the **“Named Insured(s)”**.
13. **“Named Insured(s)”:**
 (a) The legal entity as Named in the Declarations;
 (b) Any **“Subsidiary”** of such legal entity, which existed prior to or at the inception date of this Policy, provided such **“Subsidiary”** is Named in the application for this Policy;
 (c) Any **“Subsidiary”** or such legal entity which is acquired or created subsequent to the inception date of this Policy, subject to the provisions of Part III – Item 20.
14. **“Nuclear Energy Hazard”:**
The radioactive toxic, explosive or other hazardous properties of **“Radioactive Material”**.
15. **“Nuclear Facility”:**
 (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 of more of them;
 (ii) processing or utilizing spent fuel; or
 (iii) handling, processing or packaging waste;
 (c) Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the **“Insured Person(s)”** 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.
16. **“Policy Period”:**
The period shown on the Declarations. If this Policy is cancelled, the **“Policy Period”** shall be amended accordingly. If the Discovery Period is exercised in accordance with Part 1, Item 9 – Discovery Period, it shall be part of the last **“Policy Period”** and not an additional period.
17. **“Pollutant(s)”:**
Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals, waste, reconditioned waste, waste water, reclaimed materials, asbestos or asbestos products, lead or lead products, mould of any type, oil or oil products, infectious, medical or biological waste, or any noise located anywhere in the world.
18. **Professional Services:**
Services rendered requiring specialized knowledge and skill acquired through rigorous intellectual training.
19. **“Radioactive Material”:**
Uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
20. **“Subsidiary”:**
 (a) any legal entity more than 50% owned by the **“Named Insured(s)”** either directly or indirectly, on or before the inception date of this Policy; or
 (b) any legal entity acquired or created subsequent to the inception date of this Policy whose assets are more than 50% owned by the **“Named Insured(s)”** either directly or indirectly, and whose assets do not exceed 30% of the consolidated assets of the **“Named Insured(s)”** as of the inception date of this Policy; or
 (c) any legal entity acquired or created subsequent to the inception date of this Policy whose assets are more than 50% owned by the **“Named Insured(s)”** either directly or indirectly, and whose assets exceed 30% of the consolidated assets of the **“Named Insured(s)”** as of the inception date of this policy, but such organization shall be a **“Subsidiary”** only:
 (i) for a period of ninety (90) days from the date it became a **“Subsidiary”**; or
 (ii) until the **“Policy Period”** ends, whichever occurs first; and provided written notice of such acquisition or creation has been given to **“Premier”**, and specific application has been submitted on the **“Premier’s”** form in use at the time, together with such documentation and information as **“Premier”** may require, all within ninety (90) days after the effective date of such acquisition or creation. Coverage shall not be afforded following such ninety (90) day period unless the **“Insurer”** has agreed to provide such coverage, subject to any premium adjustment and/or coverage revision that may be required by the **“Insurer”**.

21. **“Wrongful Act(s)”**:
 (a) any actual or alleged error or misstatement or misleading statement, act or omission, neglect or breach of duty including fiduciary or statutory duty, other than an **“Employment Practices Liability Wrongful Act(s)”** by any **“Insured Person(s)”** in the discharge of their duties, individually or collectively in their capacity with the **“Named Insured(s)”**;
 (b) any actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty, other than an **“Employment Practices Liability Wrongful Act(s)”** by the **“Named Insured(s)”** but only in respect to Insuring Agreement 1(C);
22. **“Outside Non-Profit Entity”**
 Any legally constituted non-profit organization or association
23. **“Premier”**
 The Insurance manager whose name and address appear in the Declarations and who is authorized to be the agent of the **“Insurer”** for the purpose of issuing this policy, receiving notices and managing **“Claim(s)”** on behalf of the **“Insurer”**. **“Premier”** is not a party to this contract of insurance.
24. **“Public”**
 Investors conducting the buying and selling of securities on a public exchange. This does not include members of co-operative holding shares in such co-operative or mutual organization.

Part IV

Policy Conditions

Our liability is conditional upon you fulfilling your obligations to comply with the Policy Conditions.

- A. 1. **Action against the “Insurer”**
 No action shall lie against the **“Insurer”** for the enforcement of any entitlement under this Policy. All disputes under the Policy shall be resolved by way of arbitration in accordance with Part IV, Item 4 – Arbitration.
2. **Adjustment**
 This Policy is issued and the premium computed on the basis of the information submitted to **“Premier”** as part of the application referred to in the declarations. **“Premier”** may require premium adjustment and coverage revision in the event:
 (a) the **“Named Insured(s)”** acquires any other entity; or
 (b) the **“Named Insured(s)”** creates or acquires a **“Subsidiary”** subsequent to the inception date of the Policy. Where the value of the assets of such acquisition or creation represents more than thirty (30) per cent of the **“Named Insured(s)”** total assets prior to the acquisition or creation, the **“Named Insured(s)”** agrees to give notice to **“Premier”** in writing no later than ninety (90) days after the effective date of such event and to furnish such information in connection therewith as **“Premier”** may require.
3. **Allocation**
 If any **“Claim(s)”** made against the **“Insured(s)”** includes both covered and uncovered matters, or is made against any **“insured(s)”** and any other party or parties not covered under this Policy, the **“Insurer”** and the **“Insured(s)”** agree to allocate the **“Loss”** amounts as follows:
 (i) with respect to **“Costs, Charges and Expenses”**, the **“Insured(s)”** and **“Insurer”** agree to use their best efforts to determine a fair and proper allocation between covered matters and uncovered matters based on the relative legal and financial exposures of all parties to such matters. The **“Insurer”** shall not be liable under this policy for the portion of such amounts allocated to **“Costs, Charges and Expenses for “Loss”** not covered by this policy.
 (ii) with respect to **“Loss”** other than **Costs Charges and Expenses**, the **“Insured(s)”** and **“Insurer”** agree to use their best efforts to determine a fair and proper allocation between covered **“Loss”** and uncovered **“Loss”** based on the relative legal and financial exposures of all parties to such matters. The **“Insurer”** shall not be liable under this policy for the portion of such amounts allocated to **“Loss”** not covered by this policy.
 (iii) If the **“Insured(s)”** and **“Insurer”** cannot agree on a fair allocation under item (ii) the **“Insurer”** shall advance payment of loss on a current basis pursuant to the terms of this policy, which the **“Insurer”** determines to be a covered loss until a different allocation is determined in accordance with Part IV Conditions Item 4 Arbitration.
4. **Arbitration**
 Any dispute between the **“Insured(s)”** and the **“Insurer”** arising in connection with or relating to this Policy shall be submitted to binding arbitration in accordance with the commercial arbitration legislation that applies in the jurisdiction of the **“Named Insured”(s)** as stated in the Declarations. The arbitration panel shall consist of one arbitrator selected by the **“Insured(s)”**, one arbitrator selected by the **“Insurer”** and a third independent arbitrator selected by the first two arbitrators. If all parties consent, the arbitration can proceed with a single arbitrator in any such arbitration, each party will bear its own legal fees and expenses but the costs and expenses of the arbitration, including the arbitrators, shall be shared equally by the parties to the dispute unless otherwise agreed
5. **Assignment**
 No assignment of interest under this Policy shall bind the **“Insurer”** until the **“Insurer’s”** consent is endorsed hereon.
6. **Assistance and Co-operation of the Insured**
 The **“Insured(s)”** shall co-operate with **“Premier”** in the investigation and defense of any **“Claim(s)”**, the investigation of the availability of coverage under this Policy, and the prosecution of the subrogated **“Claim(s)”**, and shall give to **“Premier”** such information and written statements as **“Premier”** may require, attend examinations for discovery, hearings and trials and give evidence in connection with the defense of such **“Claim(s)”**, all without charge to the **“Insurer”**. The **“Insured(s)”** shall not voluntarily make any payment, assume any liability or obligation or incur any expense, without the prior written consent of **“Premier”**.
7. **Authorization**
 By acceptance of this policy, the **“Named Insured(s)”** per the Declarations agree to act on behalf of all **“Insured(s)”** with respect to the giving of all notices to the **“Premier”** as required herein, the receiving of notices of **“Claim(s)”** or cancellation, the payment of premiums, and the receiving of any return premiums that may become due under this Policy, and the **“Insured(s)”** agree that the **“Named Insured(s)”** shall act on their behalf. As respects the giving of notice to exercise the Discovery Period under Part 1, Item 9, the **“Insured Person(s)”** may give such notice directly to the **“Premier”**.
8. **Currency**
 Except as otherwise stated, all limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.

9. **Cancellation**

This Policy may be cancelled:

- (a) by the **Insurer** giving to the **Named Insured(s)**, by registered mail, fifteen (15) days notice of cancellation if cancellation is due to non-payment of premium;
- (b) by the **Named Insured(s)**, giving written notice at any time. Cancellation will take effect on the date that written notice given by the **Named Insured(s)** is received by **Premier** or at a later date if specified therein. **Insurer** will refund the unearned premium on a short-rate basis, but in no event shall the short-rate premium for the cancelled time be deemed to be less than any minimum retained premium specified. This Policy may not be cancelled during the Discovery Period.

10. **Changes**

This Policy contains all the agreements between the **Insured(s)** and the **Insurer** concerning the insurance afforded. The **Named Insured(s)** shown in the Schedule is authorized to make changes in the terms of this Policy with the **Insurer's** consent. The terms of this Policy may be amended or waived only by endorsement issued by the **Insurer** and made a part of this Policy.

11. **Sale or Dissolution**

If, during the **Policy Period**, a transaction occurs wherein another entity gains control of the **Named Insured(s)** through the acquisition of more than fifty per cent (50%) of the assets of the **Named Insured(s)**, the **Named Insured(s)** merges into another entity or consolidates with another entity such that the **Named Insured(s)** is not the surviving entity, or the **Named Insured(s)** ceases to qualify as a non-profit entity under any federal, provincial or territorial legislation:

- (a) the **Named Insured(s)** must give written notice of such transaction to **Premier** within ninety (90) days after the effective date of such transaction and provide **Premier** with such information in connection therewith as **Premier** may deem necessary;
- (b) this Policy shall continue in full force and effect, but only with respect to **Claim(s)** for **Wrongful Act(s)** committed on or before the effective date of such transaction; and the entire premium for this Policy shall be deemed earned as of the date of such transaction.

12. **“Inter-Related Wrongful Act(s)” and Date of Claim(s)**

More than one **Claim(s)** involving either the same **Wrongful Act** or an **Inter-related Wrongful Act(s)** shall constitute a single **Claim(s)** and such single **Claim(s)** shall be deemed to have been first made at the earliest of either:

- (a) the time the earliest **Claim(s)** was made and reported in accordance with Part IV, Item 14(a); or
- (b) the earliest time in which notice was given under any insurance Policy of any actual or alleged **Wrongful Act(s)** or **Employment Practices Liability Wrongful Act(s)** which is the basis of any **Claim(s)**.

13. **Non- Rescindable**

This policy may not be rescinded by the **Insurer** solely with respect to coverage provided to the **Insured Person(s)** for Claims for which the Entity is not permitted to indemnify them or cannot indemnify them due to its financial **insolvency**.

14. **Notice of Claim(s)**

- (a) If during the **Policy Period** or Discovery Period, any **Claim(s)** is made against the **Insured(s)**, the **Insured(s)** shall, as a condition precedent to their right to coverage under this policy, give to **Premier** notice in writing as soon as practicable, but in no event later than 60 days after the termination date of this policy, of any such **Claim(s)**.
- (b) If during the **Policy Period** or the Discovery Period:
 - (i) the **Insured(s)** shall receive written or oral notice from any party that it is the intention of such party to hold the **Insured(s)** responsible for a **Wrongful Act(s)**; or,
 - (ii) The **Insured(s)** shall become aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim(s)** being made against the **Insured(s)** for a **Wrongful Act(s)** or **Employment Practices Liability Wrongful Act(s)**;

And shall in either case during such period give written notice as soon as practicable to **Premier** of the receipt of such written or oral notice under Part IV, Item 14(b) (i) – Notice of **Claim(s)** or of such fact, circumstance or situation under Part IV, Item 14 (b) (ii) - Notice of **Claim(s)** then any **Claim(s)** which is subsequently made against the **Insured(s)** arising out of such **Wrongful Act(s)** or **Employment Practices Liability Wrongful Act(s)** shall for the purpose of this Policy be treated as a **Claim(s)** made during the **Policy Period** or Discovery Period.

- (c) The **Insured(s)**, following the furnishing of notice as provided in paragraphs (a), (b) and (c) of this section shall, as soon as practicable, furnish **Premier** with:
 - (i) names of potential Claimants and a description of the specific **Wrongful Act(s)** or **Employment Practices Liability Wrongful Act(s)** which forms the basis of their potential **Claim(s)**, including the specific date(s) of the alleged **Wrongful Act(s)**;
 - (ii) The identity of the specific **Insured(s)** allegedly responsible for such specific **Wrongful Act(s)** or **Employment Practices Liability Wrongful Act(s)**;
 - (iii) The consequences which have resulted or may result from such specific **Wrongful Act(s)** or **Employment Practices Liability Wrongful Act(s)**;
 - (iv) The nature of the potential monetary damages or non-monetary relief which may be sought in consequence of such specific **Wrongful Act(s)** or **Employment Practices Liability Wrongful Act(s)**; and,
 - (v) the circumstances by which the **Insured(s)** first became aware of such specific **Wrongful Act(s)** or **Employment Practices Liability Wrongful Act(s)**. **Premier** shall have the right to examine under oath any **Insured Person(s)** of the **Named Insured(s)** at any time following the furnishing of such notice. Any notice shall be deemed to be given and received on the day and at the time it is so received by **Premier** at the address indicated in the Declarations.

15. **Order of Payments**

If **Loss** from any **Claim(s)** covered under this Policy exceeds the remaining applicable Limit of Liability as set forth in Item 1 of the Declarations:

- (a) The **Insurer** will first pay **Loss** for such **Claim(s)** to which Insuring Agreement 1(a) applies; then
- (b) To the extent that any amount of the applicable Limit of Liability shall remain available, the **Insurer** shall pay **Loss** for such **Claim(s)** to which Insuring Agreements 1(b) and 1(c) apply.

16. **Other Insurance**

If other valid and collectable insurance is available to any **Insured(s)** for any **Loss** that is covered under this policy, the **Insurer** under this Policy shall be liable for only the excess, if any, of any **Loss** over the applicable limit of the other insurance covering such **Loss**.

This Policy shall not contribute to any **Claim(s)** that is less than or equal to the applicable limit of the other insurance covering such **Claim(s)**. In the event that any part of such other valid and collectible insurance is provided by another Policy of any member company of the Co-operators Group, the **Insurer's** liability hereon shall be reduced by the amount payable under such other policy.

17. **Severability of Application**

In the event that the Application contains misrepresentations or material non-disclosures which materially affect either the acceptance of the risk or the hazard assumed by the “**Insurer**” under this Policy, this Policy shall be void and of no effect whatsoever, but only as against any “**Insured Person(s)**” who completed or signed the Application or had actual knowledge of such misrepresentation. However, Insuring Agreement 1(a) of this Policy shall not be rescinded by the “**Insurer**”.

Nothing in this clause shall increase the “**Insurer’s**” maximum liability as set forth in Part I, Item 4 – Limit of Liability and “**Deductible**” of this Policy.

18. **Statutory Conformity**

Terms of this policy, which are in conflict with the statutes of the province or territory where the “**Named Insured(s)**” has its main address, are hereby amended to conform to such statutes.

19. **Subrogation**

In the event of any payment under this policy, the “**Insurer**” shall be subrogated to the extent of such payment to all rights or recovery therefore, and the “**Named Insured(s)**” or the “**Insured Person(s)**” shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the “**Insurer**” effectively to bring suit in the name of the “**Named Insured(s)**” or the “**Insured Person(s)**”.

Form #S72062 (Rev. October 28, 2016)
D&O Extra Smart

This endorsement modifies insurance provided under this Policy as the following conditions are added:

1. Kidnap Reimbursement Expense

The "Insurer" will reimburse the "Named Insured" for "Kidnap Expenses" resulting from a kidnap crisis of a director or officer of the Company or organization Named on the Schedule of the Policy. The Limit of Liability shall not exceed one hundred thousand (\$100,000) and is also subject to the Policy Aggregate as per Item 4(a) of the Limit of Liability & "Deductible" section.

The "Insured(s)" shall not incur "Kidnap Expenses", or admit liability, offer to settle, or agree to any settlement in connection with any "Claim(s)" without the express prior written consent of the "Premier", which consent shall not be unreasonably withheld.

Kidnap Reimbursement Expense coverage is limited to Canada and the United States of America (not including territories).

2. Key Person Recruitment Reimbursement Benefit

The "Insurer" will reimburse the "Named Insured" up to a maximum of \$25,000 for all reasonable expenses incurred for the purposes of recruiting a permanent replacement for a "Key Person" of the Company or organization named on the Schedule of the Policy resulting from bodily injury to, or the death of, such "Key Person", caused by an accident. The Limit of Liability shall not exceed twenty five thousand (\$25,000) and is also subject to the Policy Aggregate as per Item 4(a) of the Limit of Liability & "Deductible" section.

3. Additional Expenses Coverage

Item 4(d) of the Limit of Liability & "Deductible" section is deleted and replaced with the following:

(d) "Costs, Charges and Expenses" shall be part of and not in addition to the Limit of Liability as shown in the Schedule and such "Costs, Charges and Expenses" shall reduce the Limit of Liability as shown in the Policy Schedule, except in the event the "Named Insured" has exhausted all applicable Limits of Liability, there shall be an additional \$100,000 limit available for the purposes of "Costs, Charges, and Expenses" to the "Insured Person(s)".

4. Definitions

For the purposes of this endorsement, the following definitions are added to the Policy:

(a) "Kidnap Expenses" means "Insurer" will reimburse the "Insured" for the following reasonable expenses only:

(i) Medical, dental, cosmetic, psychiatric services;

(ii) "Crisis Management Services"; and

(iii) Reasonable funeral expenses arising out of a death of an "Insured Person" as a direct result of the kidnap crisis. The Limit of Liability shall not exceed ten thousand (\$10,000) and is part of the total limit shown in Item 1 of this endorsement.

(b) "Crisis Management Services Expenses" means services provided by private crisis management companies; specialty crisis support services; and personal security services.

(c) Key Person means a partner or a key employee that provides a specialized skill or service for which the Company or organization has no immediate replacement and would not be able to continue operations.

All other terms, conditions and exceptions of this Policy remain unchanged.

Form PMSTAT (Rev. January 2019)
Policy Conditions

Where the terms and conditions of this policy and forms attached hereto are in conflict with the applicable provincial statutes, the interpretation most favourable to the Insured shall prevail.

These conditions apply to all coverage insured by this policy except where such conditions and provisions may be modified or supplemented by forms or endorsements attached to this policy.

Statutory Conditions
(Common Law Jurisdictions only)

1. MISREPRESENTATION

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

2. PROPERTY OF OTHERS

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless

- (1) otherwise specifically stated in the contract, or
- (2) the interest of the Insured in that property is stated in the contract.

3. CHANGE OF INTEREST

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law, or by death.

4. MATERIAL CHANGE IN RISK

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

5. TERMINATION OF INSURANCE

- (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, or
 - (b) by the Insured at any time on request.
- (2) If the contract is terminated by the Insurer,
 - (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The fifteen day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

6. REQUIREMENTS AFTER LOSS

- (1) On the happening of any loss or damage to insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Conditions 9, 10 and 11,
 - (a) immediately give notice in writing to the Insurer,
 - (b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
 - (iv) stating the amount of other insurances and the names of other Insurers,
 - (v) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
 - (c) if required by the Insurer, give a complete inventory of undamaged property, showing in detail quantities and cost of that property, and
 - (d) if required by the Insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraphs (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. **FRAUD**
Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.
8. **WHO MAY GIVE NOTICE AND PROOF**
Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
- (1) by the agent of the Insured, if
 - (a) the Insured is absent or unable to give the notice or make the proof, and
 - (b) the absence or inability is satisfactorily accounted for, or
 - (2) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (a) of this condition.
9. **SALVAGE**
- (1) In the event of loss or damage to insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
 - (2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition.
10. **ENTRY, CONTROL, ABANDONMENT**
After loss or damage to insured property, the Insurer has
- (1) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
 - (2) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - (a) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property, and
 - (b) without the Insurer's consent, there can be no abandonment to it of the insured property.
11. **IN CASE OF DISAGREEMENT**
- (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable **dispute resolution process*** set out in the Insurance Act, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
 - (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the Insurer.
- *Appraisal process** will apply in all jurisdictions other than QC, BC, AB and MB. **Appraisal Process:** In the event of a disagreement as to the value of the Property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act 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; but 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
12. **WHEN LOSS PAYABLE**
Unless the contract provides for a shorter period, the loss is payable within sixty days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.
13. **REPAIR OR REPLACEMENT**
- (1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within thirty days after receiving the proof of loss.
 - (2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild, or replace the property within forty-five days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.
14. **ACTION**
Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year after the loss or damage occurs, unless legislation provides otherwise.
15. **NOTICE**
- (1) 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.
 - (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

NOTE: To the extent that the Civil Code of the **Province of Quebec** is applicable to this contract General Conditions and Provisions as set out in the Civil Code of the Province of Quebec apply. These General Conditions and Provisions, a copy of which is available on request from the Insurer, apply to all perils insured by this policy, except where such conditions and provisions may be modified or supplemented in forms or endorsements attached to this policy

Frequently Asked Questions – “FAQ’s”

Commercial and Personal Lines Claims

Question: *What is the first thing I should I do if I experience a loss?*

Answer:

- Do what is necessary to prevent further loss and ensure you and those around you are safe.
- If a third party is involved, exchange names, addresses, and phone numbers. Contact the authorities in cases of bodily injury, or significant property damage.
- Contact your insurance broker/agent to file a property or liability loss notice available on Premier's website, www.premiergroup.ca

During Normal Business Hours

No matter what type of claim you are reporting, your first step during normal business hours is to contact your independent insurance Broker/Agent. Your Broker/Agent is there to serve you and can report all the details of claim on your behalf.

Property, Casualty, Environmental/Pollution Claims

- Complete either a Property Loss Notice Form or a **Liability Loss Notice Form** located under Claims section of Premier's website and click submit. Once submitted, you will receive an acknowledgement email that the Loss Notice Form has been successfully received.

For After Hours Emergency Claims

Because not all claims occur during business hours, if your claim is an **emergency** that happens outside normal business hours, a **Loss Notice Form** is still required to be sent from Brokers/Agents on all after hours emergency claims when normal business hours resume.

Property, Casualty, Environmental/Pollution Claims

- We are pleased to partner with **Kernaghan Adjusters**
- Call their 24-hour emergency claims number throughout Canada: **1-800-387-5677**

- Any occurrence or circumstances that could give rise to a claim must be reported immediately.

Question: *Once the loss notice form is filed, what happens next?*

Answer:

- An adjuster will be assigned to your claim. This individual will contact you directly.
- Investigation of causation of loss to determine what coverage is available will be conducted.
- The adjuster will evaluate the loss or damage and send a report to Premier.
- The report will be reviewed by our claims department. Your adjuster will contact you directly to discuss the status of your claim.

Question: *Once the loss notice form is filed, what happens next?*

Answer:

- You will be indemnified for the loss or damage based on the terms of your policy. Please refer to your Declaration page(s) and Policy Wordings, and conditions within your Application.
- Your policy may have a deductible that is paid by you the insured.



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
THE CORPORATION OF THE CITY OF NORTH BAY 200 MCINTYRE ST E	NIPISSING DISTRICT SOFTBALL CLUB 31 HUTCHESON AVE
NORTH BAY ON POSTAL CODE P1B 8V6	NORTH BAY ON POSTAL CODE P1B 6Z1

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
Youth softball league; use of various fields for games and practices.

4. COVERAGES
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	LLOYD'S UNDERWRITERS AS00929-0	2025/10/01	2026/10/01	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		\$5,000,000
				- EACH OCCURRENCE	\$1,000	\$5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$5,000,000
				MEDICAL PAYMENTS		\$10,000
				TENANTS LEGAL LIABILITY		\$250,000
				POLLUTION LIABILITY EXTENSION		
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES		2025/10/01	2026/10/01	NON OWNED AUTOMOBILE		\$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)
STEVE JOHNSON INSURANCE & FINANCIAL SERVICES INC 326 Airport Rd	THE CORPORATION OF THE CITY OF NORTH BAY 200 MCINTYRE ST E
North Bay On POSTAL CODE P1B 8W9	NORTH BAY, ON
BROKER CLIENT ID:	POSTAL CODE P1B 8V6

8. CERTIFICATE AUTHORIZATION	
ISSUER Premier Canada Assurance Managers Ltd.	CONTACT NUMBER(S) TYPE Phone NO. (705) 474-5900 TYPE NO.
AUTHORIZED REPRESENTATIVE Troy Kellough	TYPE NO. TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE 2025/10/01 EMAIL ADDRESS Troy_Kellough@cooperators.ca



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS **2. INSURED'S FULL NAME AND MAILING ADDRESS**

		POSTAL CODE	POSTAL CODE

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION				COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		
				- EACH OCCURRENCE		
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		
				MEDICAL PAYMENTS		
				TENANTS LEGAL LIABILITY		
				POLLUTION LIABILITY EXTENSION		
<input type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES				NON OWNED AUTOMOBILE		
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS **7. ADDITIONAL INSURED NAME AND MAILING ADDRESS** (but only with respect to the operations of the Named Insured)

		POSTAL CODE	POSTAL CODE

BROKER CLIENT ID: _____

8. CERTIFICATE AUTHORIZATION

ISSUER	CONTACT NUMBER(S)		
	TYPE	NO.	TYPE
AUTHORIZED REPRESENTATIVE			NO.
	TYPE	NO.	TYPE
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE		EMAIL ADDRESS



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
ROYAL CANADIAN LEGION BRANCH 445	NIPISSING DISTRICT SOFTBALL CLUB
345 LANSDOWNE ST	31 HUTCHESON AVE

CALLANDER	ON	POSTAL CODE P0H 1H0	NORTH BAY	ON	POSTAL CODE P1B 6Z1
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3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Youth softball league; use of various fields for games and practices.

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	LLOYD'S UNDERWRITERS AS00929-0	2025/10/01	2026/10/01	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		\$5,000,000
				- EACH OCCURRENCE	\$1,000	\$5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$5,000,000
				MEDICAL PAYMENTS		\$10,000
				TENANTS LEGAL LIABILITY		\$250,000
				POLLUTION LIABILITY EXTENSION		
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES		2025/10/01	2026/10/01	NON OWNED AUTOMOBILE		\$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)	
STEVE JOHNSON INSURANCE & FINANCIAL SERVICES INC	ROYAL CANADIAN LEGION BRANCH 445	
326 Airport Rd	345 LANSDOWNE ST	
	CALLANDER, ON	
North Bay	On	POSTAL CODE P1B 8W9
BROKER CLIENT ID:		POSTAL CODE P0H 1H0

8. CERTIFICATE AUTHORIZATION

ISSUER Premier Canada Assurance Managers Ltd.	CONTACT NUMBER(S) TYPE Phone NO. (705) 474-5900 TYPE NO.
AUTHORIZED REPRESENTATIVE Troy Kellough	TYPE NO. TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE 2025/10/01 EMAIL ADDRESS Troy_Kellough@cooperators.ca



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
THE MUNICIPALITY OF CALLANDER 280 MAIN ST N, P.O BOX 100	NIPISSING DISTRICT SOFTBALL CLUB 31 HUTCHESON AVE
CALLANDER ON POSTAL CODE P0H 1H0	NORTH BAY ON POSTAL CODE P1B 6Z1

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
Youth softball league; use of various fields for games and practices.

4. COVERAGES
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	LLOYD'S UNDERWRITERS AS00929-0	2025/10/01	2026/10/01	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		\$5,000,000
				- EACH OCCURRENCE	\$1,000	\$5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$5,000,000
				MEDICAL PAYMENTS		\$10,000
				TENANTS LEGAL LIABILITY		\$250,000
				POLLUTION LIABILITY EXTENSION		
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES		2025/10/01	2026/10/01	NON OWNED AUTOMOBILE		\$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)
STEVE JOHNSON INSURANCE & FINANCIAL SERVICES INC 326 Airport Rd North Bay On POSTAL CODE P1B 8W9	THE MUNICIPALITY OF CALLANDER 280 MAIN ST N, P.O BOX 100 CALLANDER, ON POSTAL CODE P0H 1H0
BROKER CLIENT ID:	POSTAL CODE P0H 1H0

8. CERTIFICATE AUTHORIZATION	
ISSUER Premier Canada Assurance Managers Ltd.	CONTACT NUMBER(S) TYPE Phone NO. (705) 474-5900 TYPE NO.
AUTHORIZED REPRESENTATIVE Troy Kellough	TYPE NO. TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE 2025/10/01 EMAIL ADDRESS Troy_Kellough@cooperators.ca