

COMMERCIAL INSURANCE POLICY

POLICY NUMBER SR080567

MASTER POLICY NUMBER

REPLACES NUMBER

PURPOSE OF DOCUMENT Policy Renewal

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

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

POLICY DECLARATIONS

Name of Insured	Pro Max Exteriors Inc.
Mailing Address	525 13Th Ave W Suite 101 Vancouver, BC V5Z 1N6
Policy Period (MM/DD/YYYY)	From 11/17/2024 12:01 AM To 11/17/2025 12:01 AM
Broker	Community Insurance Services (2634) 4429 Kingsway Suite 3 Burnaby, BC V5H 2A1
Broker Number	2634
IBC Code	1812
Total Policy Premium	\$700
Minimum Retained Premium	\$175
Special Risk Policy Fee (Non-Refundable)	\$115
Total Owing	\$815

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy

Description of Operations: Activities of the named insured with respect to a siding contractor.
Locations to which this policy applies: all locations used by the named insured.

Remarks:
- Gross Revenue: \$80,000
- \$5,000 reimbursement with respect to water damage per claimant

Created On: 2024/10/25

Printed On: 2024/10/25

Claims: Please report claims to your insurance broker or to claims@srим.ca, or visit our website at www.srim.ca

Liability Coverage

Form #	Coverage	Deductible	Type	Limit	Premium
OLDA 5603G	Commercial General Liability Wording				Included
	Coverage A Products and Completed Operations- aggregate limit	\$2,500	Reimbursement	\$2,000,000	
	Coverage A. Bodily Injury and Property Damage- per occurrence	\$2,500	Reimbursement	\$2,000,000	
	Coverage B Personal Injury & Advertising Injury Liability- per occurrence	\$2,500	Reimbursement	\$2,000,000	
	Coverage C. Medical Expense Limit				
	5,000/25,000 any one person/ any one accident				
	Coverage D. Tenants Legal Liability Broad Form	\$1,000	Reimbursement	\$250,000	
SPF No. 6	Non-Owned Automobile Liability	\$1,000	Reimbursement	\$2,000,000	
	(any one accident)				
5123	Faulty or Improper Workmanship Endorsement - Claims Made	\$1,000	Reimbursement	\$25,000	
	Retroactive Date: 11/17/2022				
5130	Limited Fungi & Fungal Derivatives Enhancement	\$1,000		\$250,000	Included
5319	Limited Pollution Liability Coverage - 120 Hrs	\$1,000	Reimbursement	\$1,000,000	
F8652ea	Employee Benefits Liability Coverage - Claims Made - (Sublimit)	\$1,000	Reimbursement	\$1,000,000	Included
	Retroactive Date: 11/17/2022				
OOOP104	Professional Liability Extension Endorsement - Claims Made	\$2,500	Reimbursement	\$100,000	Included
	Sublimit				
	Retroactive Date: 11/17/2022				

Applicable To All Liability Coverage

Form #		Form #	
IFC33000	Insuring Agreement	5165	English Language Policy Wording Acknowledgement
5008	Reimbursement Clause Endorsement	5174	Mould Exclusion - Absolute
5052	Total Asbestos Exclusion	5186	Illegal Substances & Activities Exclusion
5061b	Other Insurance Amendment Endorsement	5290	Policy Territory Endorsement
5090	Policy Disputes	LMA5396	Communicable Disease Exclusion
5091	Punitive & Exemplary Damages Exclusion Clause	LMA5528A	Cyber and Data Exclusion
5101	USA Sales, Work, Jurisdiction & Occurrences Exclusion	LMA5595A	Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion No. 1
5103	Rights of Recourse Warranty	LSW1815	Statutory Conditions- BC
5119a	Contractors/Sub-Contractors Warranty (\$2 Mill.)	NMA1978a	Nuclear Incident Exclusion
5149	Use and/or Application of Heat Exclusion	NMA2918	War & Terrorism Exclusion Endorsement
5156	Additional Insureds Certificate Holders Endorsement		

Applicable To All Coverages Of This Policy

Form #		Form #	
LMA5028B	Service of Suit Clause (Canada)		Special Risk Cancellation Form
LMA5096	Several Liability Clause		Special Risk Disclosure Notice
LSW1542F	Lloyd's Underwriters' Policyholders' Complaint Protocol		Special Risk Privacy Policy
LSW1565C	Code of Consumer Rights & Responsibilities		HDI - Complaints Statement 2022
LMA3100	Sanction Limitation and Exclusion Clause		HDI - Privacy Policy Notice 2023
LSW1543E	Notice Concerning Personal Information		HDI - Sanctions Clause 2022
	Short Rate Cancellation Table		HDI - Service of Suit Clause

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 Agreement No. **B079924LS302490** (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 SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned

Authorized Representative

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 Agreement No. **B079924KI306180** (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 SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned

Authorized Representative

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 Agreement No. **B079924KI310740** (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 SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned**Authorized Representative****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 Agreement No. **B079924LS311340** (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 SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned**Authorized Representative**

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 Agreement No. **B079924LS311970** (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 SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned

Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by HDI Global Specialty SE.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of HDI Global Specialty SE's insurance business in Canada.

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned.

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

Countersigned

Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by Trisura Guarantee Insurance Company.

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned/

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

Countersigned



Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by Red River Mutual Insurance Company.

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned/

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

Countersigned



Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by Arch Insurance Canada Ltd.

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned.

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

CountersignedA handwritten signature in black ink, appearing to read "Hillie", written over a horizontal line.**Authorized Representative**

SUBSCRIPTION FORM

IN CONSIDERATION OF THE INSURED having paid or agreed to pay the premium set against the name of each INSURER named in the schedule of subscribing Companies forming part hereof or to INSURERS whose names are substituted therefor or added thereto by endorsement, herein after called "THE INSURERS",

THE INSURERS SEVERALLY AND NOT JOINTLY, each for the proportion or for the sum insured and for the Coverages set against its name in the schedule of subscribing companies hereunder, agree with the INSURED named in the Declarations herein to insure as provided and limited in this Policy, its Riders and Endorsements.

The liability of The Insurers individually under this Policy shall be limited to that proportion of the loss payable under this Policy which the sum or proportion set against the name of the Individual Insurer in the schedule of subscribing Companies hereunder, or such other sum or proportion as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of this Policy and its Riders and Endorsements.

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

THAT as regards each item of The Schedule the liability of THE INSURERS individually shall be limited to whichever is the least of:

- That proportion of the actual cash value of the property at the time of loss, destruction or damage which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- That proportion of the interest of THE INSURED in the property which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- That proportion of the limit of insurance provided by The Schedule in respect of the property lost, destroyed or damaged which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto,

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 forth in the List of Subscribing Companies, no Insurer shall be liable for a greater proportion of any loss or damage to the property described in The Schedule attached hereto, than the sum insured by such Insurer bears to:


- That percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- The guaranteed Amount (Stated Amount) of the 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.

This Policy is subject to the terms and conditions set forth herein together with such terms and conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived in whole or in part by THE INSURERS unless the waiver is clearly expressed in writing, signed by the person authorized for that purpose by THE INSURERS.

In Witness Whereof THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy

THE INSURER	LINEAGE REFERENCE	SECTION	PERCENT INSURED	TOTAL PREMIUM	ENDORSEMENT PREMIUM	SIGNATURE
Lloyd's Underwriters under Contract No. 24LS302490/Unique Market Reference No. B079924LS302490 as arranged by Special Risk Insurance Managers Ltd.	56	Liab	42%	\$294		
Lloyd's Underwriters under Contract No. 24KI306180/Unique Market Reference No. B079924KI306180 as arranged by Special Risk Insurance Managers Ltd.	A0	Liab	13%	\$91		
Lloyd's Underwriters under Contract No. 24KI310740/Unique Market Reference No. B079924KI310740 as arranged by Special Risk Insurance Managers Ltd.	AM	Liab	6%	\$42		
Lloyd's Underwriters under Contract No. 24LS311340/Unique Market Reference No. B079924LS311340 as arranged by Special Risk Insurance Managers Ltd.	AR	Liab	3%	\$21		
Lloyd's Underwriters under Contract No. 24LS311970/Unique Market Reference No. B079924LS311970 as arranged by Special Risk Insurance Managers Ltd.	AZ	Liab	4%	\$28		
HDI Global Specialty SE - Canadian Branch, as arranged by Special Risk Insurance Managers Ltd.		Liab	15%	\$105		
Trisura Guarantee Insurance Company, as arranged by Special Risk Insurance Managers Ltd.		Liab	10%	\$70		
Red River Mutual Insurance Company, as arranged by Special Risk Insurance Managers Ltd.		Liab	5%	\$35		

THE INSURER	LINEAGE REFERENCE	SECTION	PERCENT INSURED	TOTAL PREMIUM	ENDORSEMENT PREMIUM	SIGNATURE
Arch Insurance Canada Ltd., as arranged by Special Risk Insurance Managers Ltd.		Liab	2%	\$14		
					Total Premium	\$700

DISCLOSURE NOTICE UNDER THE FINANCIAL INSTITUTIONS ACT

The Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to the customer in writing at the time of entering into an insurance transaction.

1. **Special Risk Insurance Managers Ltd.** is licensed as a General Insurance Agency by the Insurance Council of British Columbia.
2. This transaction is between you and **Underwriters at Lloyd's through Special Risk Insurance Managers Ltd.**
3. In soliciting the transaction described above, the broker is representing **Special Risk Insurance Managers Ltd.** who does business with the insurer.
4. The nature and extent of the insurer interest in **Special Risk Insurance Managers Ltd.** is none.
5. Upon completion of this transaction, the broker will be remunerated by way of commission or fee by **Special Risk Insurance Managers Ltd.**
6. The Financial Institutions Act prohibits the insurer from requiring you to transact additional or other business with the insurer or any other person or corporation as a condition of this transaction.
7. In accordance with the Insurance Companies Act (Canada), this document was issued in the course of **Certain Underwriters through Special Risk Insurance Managers Ltd.** insurance business in Canada.

Insured: As per declarations page
Policy: As per declarations page
Date: As per declarations page

Privacy Notice

HDI Global Specialty SE

HDI Global Specialty SE ("HDI Global Specialty") is an insurance company whose registered home office address is HDI-Platz 1, 30659 Hannover, Germany. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation ("GDPR"). HDI Global Specialty operates a Canadian branch located at 130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5 Canada ("HSCB"). In addition to complying with the GDPR, HSCB also complies with the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") and, where applicable, with the "PIPA Alberta", "PIPA BC", and "Quebec Privacy Act" (collectively, "Canadian Privacy Laws").

HSCB collects personal information, and in some cases, may collect sensitive information. "Personal information" means information about an identifiable individual. Personal information does not include business contact information such as an employee's name, title, business address, telephone number or email addresses that is collected, used or disclosed solely for the purpose of communicating with that person in relation to their employment or profession. "Sensitive information" is personal information and includes information about an individual's health, genetics, race, political opinion or membership, religion, philosophical beliefs, union membership, sexual orientation and criminal record. HSCB will assess whether the personal information is sensitive information prior to collection.

Collecting your personal information

We limit the collection and use of personal information to what we require in order to serve you as a customer and to administer our business, including to:

- Assess applications for insurance;
- Administer insurance policies;
- Investigate, adjust or settle claims;
- Defending or prosecuting legal claims or regulatory proceedings;
- Detect, investigate, prevent and suppress fraud, authorized, or illegal activities;
- Comply with applicable laws and requirements of regulators, including self-regulatory organizations.

We typically collect personal information from your agent, insurance broker and/or other insurance intermediary; however, we may also collect personal information directly from you.

Consent

HSCB will obtain your consent to collect, use, disclose and/or share your personal information, subject to specified exceptions contained in Canadian Privacy Laws. Your consent may be obtained in different ways depending on the situation: implied consent or express consent. Your implied consent is obtained when you approach us to obtain information about an insurance product, inquire about or apply for insurance products or services from us, and through your use of our insurance product(s). Your express consent – which may be obtained verbally, in writing or online – is required to collect sensitive information, which could occur during a claims process.

If you provide us with personal information about another person, we expect you to ask for their permission to do this and consent to our privacy policy on their behalf.

You may withdraw your consent to the collection, use and disclosure of your personal information, subject to certain limitations. However, if you do so, we may not be able to continue to provide you with



our insurance products and services. If you wish to withdraw your consent, please contact our Privacy Officer.

Automated Processing

HSCB may, in limited circumstances, automatically process your personal information to render a decision with respect to an insurance product. You have the right to request the personal information used to render such a decision; the reasons and the principal factors and parameters that led to the decision; and the right to correct any mistakes in the personal information used to render such a decision. Further, you have the right to submit observations to an employee of HSCB who is in a position to review the decision that was based on automatic processing of your personal information.

Using and disclosing your personal information

We may disclose your personal information to:

- Our related corporate entities for the purpose of performing our functions or corporate reporting. These related entities may be located overseas in any of the countries in which HDI Global Specialty SE operates including, but not limited to, Germany, the United Kingdom, the Netherlands, Denmark, Italy, Sweden, and Australia.
- Service providers and third parties to carry out activities on our behalf such as underwriting services, claims handling services or providing IT services to us for the purposes described above.
- Other entities within our group, reinsurers (who may be located overseas), insurance intermediaries, credit reference agencies, our advisors, our agents, our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting us and them in providing relevant services and products, or for the purpose of recovery or litigation.
- People listed as co-insured on your policy and to family members or agents authorized by you.

When disclosing your personal information to any third parties, HSCB requires the third parties, as part of their contracts with HSCB, to maintain your confidentiality and may not use your information for any unauthorized purpose. HSCB requires them to protect and handle your personal information in a manner consistent with our privacy practices and all applicable privacy laws.

Rights of access / challenges

You have a right to access the personal information that we hold about you, and where the collection, use and/or disclosure requires your consent, the right to withdraw that consent so we stop the processing in question, though both of these rights are subject to any legal restrictions or rights of refusal. You also have the right to challenge the accuracy and completeness of the information, and have that information amended as appropriate.

If you have any questions, comments, or challenges with respect to our privacy policy, or wish to access your personal information, you may contact our Privacy Officer at the following:

Privacy Officer
HDI Global Specialty SE – Canadian Branch
130 Adelaide Street West, Suite 3400
Toronto, ON M5H 3P5

E-mail address: PrivacyCanadaBranch@hdi-specialty.com

The complete Privacy Policy of the Canadian branch of HDI Global Specialty SE can be found at the following link:

https://www.hdi.global/globalassets/local/international/downloads/group_hgs-privacy/hgs_privacypolicy_ca_en.pdf

Further privacy information for HDI Global Specialty SE can be found at the following link:

<https://www.hdi.global/en-ca/legal/privacy/#1>



Special Risk and Your Privacy

Special Risk Insurance Managers Ltd. is committed to protecting the privacy, confidentiality, accuracy and security of the personal information that it collects, uses, retains and discloses in the course of conducting business.

Building Relationships with You

To build a lasting relationship with you, and to provide you with requested products, services and advice, we need certain information. The information we gather about you varies, depending on your desired product or service. "Personal information" is information – oral, electronic or written – about an identifiable individual, including (but not limited to):

- **name, address and telephone number**
- **age, gender, family and marital status**
- **driving record**
- **previous insurance and claims experience**
- **medical and health information**
- **employment information**
- **banking information, credit rating, payment records**
- **identification numbers**
- **assets and liabilities**

Using Your Personal Information

As part of our relationship with you, we may collect, use and disclose your personal information to:

- **identify you**
- **understand your needs**
- **confirm your application information and assess your eligibility for products and services**
- **provide you with ongoing services, establish and maintain communication, and to respond to your inquiries**
- **investigate and settle your claims, and determine your eligibility for benefits**
- **provide information that may be of interest to you**
- **meet regulatory requirements**

We may collect, use and disclose your information with your Broker, other insurers, insurance reporting agencies, credit bureaus, and/or any other person, corporation, firm or enterprise (such as the Motor Vehicle Licensing Bureau). This would **only** be done as reasonably required for the purposes stated above.

Before using your information for any purpose other than those listed above, we or your Broker will explain the purpose and obtain your consent. We do not sell client lists nor do we collect, use or disclose your personal information without your consent, except where authorized by law. *We do not share your health information without your express consent.*

Except as otherwise stated in this brochure, Special Risk will **not** use your personal information to offer other products or services from us, from any companies affiliated with us or from any of our business partners. This is what your insurance Broker does for you. If you have any questions about what your insurance Broker does with your personal information, please contact their office for details on their policies and procedures with respect to your private data.



Your Rights

As a valued client of Special Risk, you have the right to access your personal information and request changes if required. It is also your legal right to deny us the use or disclosure of your information for certain purposes, or to choose not to provide us with some or all of your personal information. Please note however, that we only collect information that is necessary to determine your eligibility for coverage, process your business and handle your claims. Therefore, should you exercise this right and refuse to provide the required information, we will not be able to provide you with the requested products or services.

By providing your consent for us to collect, use and disclose your personal information, we can better provide you with services and products, information and counsel.

Special Risk notifies your Broker of special product offers, contests, community events, new discounts, coverages, products and services. Be sure to let your Broker know if you would like to receive this information.

Once Special Risk has issued a policy to you, you may not withdraw your consent. This is necessary since we may be required to use your personal information in the normal course of handling your business, past and present. For example, we may need to contact you in the event of a claim.

Our Commitment To You

Maintaining the security of your personal information is a top priority. Only authorized personnel have access to your information. Our systems and procedures are designed to prevent the loss, misuse, unauthorized access, disclosure, alteration, and destruction of your information. Our commitment to security is emphasized in our Code of Ethics and extends to the contracts and agreements that we sign with external suppliers and service providers. We will only retain your information for as long as required for the purposes for which it was collected and/or any legal or regulatory requirements.

Privacy Questions, Comments or Requests?

If you have any questions, comments, concerns or requests pertaining to our privacy policy – please feel free to:

- talk to your broker
- contact us at:
Special Risk Insurance Managers Ltd.
Privacy Compliance Officer
#103-8411-200TH Street,
Langley, BC
V2Y 0E7
Tel: (604) 888-0050
Toll Free: 1-800-993-6388
Fax: (604) 888-1008

Note: The Privacy Policies of Insurers/Underwriters at risk are also available upon request.

Note: For Quebec Residents:

If a conflict arises between Federal and Quebec privacy legislation for events occurring in the province of Quebec, then Quebec privacy legislation shall prevail.



SPECIAL RISK
INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | WWW.SRIM.CA

CANCELLATION OF INSURANCE

Effected with certain Underwriters (hereafter called the "Insurer") as arranged through

SPECIAL RISK INSURANCE MANAGERS LTD.
103 – 8411 200 St Langley, British Columbia

We hereby agree that policy (certificate) number: _____

issued on behalf of: **CERTAIN UNDERWRITERS as arranged through
Special Risk Insurance Managers Ltd.**

in the name of: _____

together with renewal certificates relating thereto,
be declared null and void as of (requested date of cancellation): _____

and that the Insurer be relieved from all liability there under as from said date.

Signature of Insured: _____

Signature of Witness: _____

Signature of Mortgagee: _____

Date of cancellation: _____

Date of Inception: _____

Period in force: _____

Whole premium: _____

Earned premium: _____

Refund: _____

State whether the refund is
calculated:

☐ Pro Rata

☐ Short Rate

Reason: _____

State new number if replaced: _____

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

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

NOTICE CONCERNING PERSONAL INFORMATION

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 \(lloyds.com\)](http://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

08/23
LSW1543E

Making a Complaint

HDI Global Specialty SE

At HDI Global Specialty SE each of our customers is important to us, and we believe you have the right to a fair, swift and courteous service at all times. If you are dissatisfied with the service you have received and wish to make a complaint, please contact us by email: complaints-canadianBranch@hdi-specialty.com

We will acknowledge your complaint in writing and provide you with our initial response within ten (10) business days of receipt.

If your complaint has not been resolved earlier, we will provide you with a final response within fifty-six (56) days of receipt of your complaint. If we are unable to provide you with a final response within this time frame, we will write to you explaining the delay and advise you when you can expect a final response.

If you are a customer of our Canadian branch (outside Quebec), and if more than 56 days from the date of your complaint have elapsed and you have not received a final response, or you are dissatisfied with the final response you have received from us, you may choose to refer your complaint to the:

General Insurance OmbudService (GIO):

4711 Yonge street
10th Floor
Toronto, ON M2N 6K8
1-877-225-0446
416-299-4261 (fax)

Website:
<https://giocanada.org/>

Online Complaint Form:
<https://giocanada.org/submit-a-complaint/>

Sanctions clause

HDI Global Specialty SE

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 sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Canada or United States of America.



SERVICE OF SUIT CLAUSE (CANADA)

(Action against Insurer)

Notices, including notices of legal proceedings, in connection with this Agreement and involving the Underwriter **HDI Global Specialty SE acting through its Canadian Branch**, shall be in writing and sent to the address and/or email address included below:

Head of Branch, for
HDI GLOBAL SPECIALTY SE - CANADIAN BRANCH
130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5;
email address: derek.spafford@hdi-specialty.com



SANCTION LIMITATION AND EXCLUSION CLAUSE

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.

15/09/10

LMA3100

SERVICE OF SUIT CLAUSE (CANADA)
(Action against Insurer)

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 & Grayson LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8

LMA5028B

15 April 2022

SEVERAL LIABILITY CLAUSE

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

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

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 itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. 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 this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)



CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

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 a 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 of any change in your circumstances.

Right to Complaint Resolution

Insurers, 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 to 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.

SHORT RATE CANCELLATION TABLE:**A) For Insurances written for one year:**

Days insurance in force	Percent of one Year premium	Days insurance in force	Percent of one year premium
1	5	154 - 156	53
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182	60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32	19	210 - 214	67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246	74
59 - 62	27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273	80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91	35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305	87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124	44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337	94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153	52	361 - 365	100

B) For insurances written for more or less than one Year:

- 1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.**
- 2. If insurance has been in force for more than 12 months;**
 - a) Determine full annual premium as for an insurance written for a term of one year.**
 - b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.**
 - c) Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.**

INSURING AGREEMENT

LIABILITY

The Insurer, in consideration of the payment to the premium, in reliance upon the statements in the Declarations made a part of this policy and subject to all the terms and conditions of this policy and the riders and endorsements attached, agrees with the Named Insured as specified in the Insuring Agreements of the riders and endorsements attached hereto. The following Definitions, Pollution Exclusion, Nuclear Energy Liability Exclusion and Conditions apply to all Liability Riders and/or Endorsements attached to this policy except as they may be modified or supplemented by the riders and/or endorsements attached.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means any self-propelled land motor vehicle, trailers or semi-trailers while attached thereto or unattached (including its equipment mounted on or attached thereto) other than any of the following or their trailers, accessories and equipment:

- (i) vehicles of the crawler type (other than motorized snow vehicles);
- (ii) tractors (other than road transport tractors designed to haul trailers or semi-trailers), road rollers, graders, scrapers, bulldozers, paving machines and concrete mixers (other than concrete mixers of the mix-in-transit type);
- (iii) other construction machinery or equipment mounted on wheels but not self-propelled while not attached to any self-propelled land motor vehicle;
- (iv) self-propelled land motor vehicles used solely on the premises of the Insured.

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"completed operations hazard" includes bodily injury or property damage arising out of operations, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (i) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;
- (ii) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed;
- (iii) when the portion of the work out of which the bodily injury or property damage arises has been put to its intended use by any persons or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard shall not include:

- (i) operations in connection with the pick up and delivery of property;
 - (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.
- "elevator" means any hoisting or lowering device to connect floors or landings whether or not in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include:
- (i) dumbwaiters, the floor area of which does not exceed 1 square metre (10.76 square

feet), and used exclusively for carrying property;

- (ii) hod or material hoists used in connection with alterations, construction or demolition operations;
- (iii) inclined conveyors used exclusively for carrying property;
- (iv) automobile servicing hoists.

"Incidental contract" means any written agreement which is a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement or elevator maintenance agreement.

"Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision of the applicable coverage rider. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought.

"Named Insured" means the person or organization named in the Declarations of this policy.

"Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof other than a vehicle), but shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

"Policy territory" means:

- (i) Canada or the United States of America, its territories or possessions, or
- (ii) anywhere in the world with respect to compensatory damages because of bodily injury

or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (i) above, provided suit for such compensatory damages is brought within such territory.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Products hazard" includes bodily injury and property damage arising out of the Named Insured's products but only if such bodily injury or property damage occurs *away* from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

"Property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an accident occurring during the policy period

ENVIRONMENTAL LIABILITY EXCLUSION

It is agreed that this policy does not apply to:

- (a) "Bodily injury" or "property damage" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:

1. At or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to an Insured;
2. 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;
3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom the Insured may be legally responsible; or
4. 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:

- (a) if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor; or
- (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of pollutants.

Sub-paragraphs 1. and 4.(a) of paragraph (a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be.

- (b) Any loss, cost or expense arising out of any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to, or assess the effect of pollutants unless such loss, cost or expense is consequent upon "bodily injury" or "property damage" covered by this policy.

NUCLEAR ENERGY LIABILITY EXCLUSION

Applicable to all coverage riders other than Comprehensive Personal Liability, Farmers Comprehensive Liability and Storekeepers Liability).

It is agreed that this policy does not apply:

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

nor

- (b) to 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; nor

- (c) to bodily injury or property damage 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;
- (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 substances, or of other radioactive material (except radioactive isotopes away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this 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 that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:

- (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium 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.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

SEE CONDITIONS ON REVERSE SIDE

CONDITIONS

1. Premium and Adjustment of Premiums:

- (a) Unless otherwise stated, the premium stated in the declarations is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium bases and rates shown in the declarations or in any endorsement attached hereto, shall be used in ascertaining the earned premium with respect to the specific hazards mentioned herein.
- (b) In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the declarations, or in any endorsement, the earned premium with respect thereto shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- (c) Subject to the retention by the Insurer of the minimum premium provided for in the declarations, if the earned premium for this policy thus computed exceeds the estimated deposit premium paid, the Named Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- (d) The Named Insured shall maintain for each hazard hereby insured against, a record of the information necessary for premium computation on the basis stated, and shall submit such record to the Insurer at the end of the policy period and at such other times during the policy period as the Insurer may direct.

2. Inspection - Audit:

The Named Insured shall permit the Insurer to inspect the insured premises, operations and elevators and to examine and audit the Named Insured's books and records at any time during the policy period (and any extension thereof and within one year after the termination of this policy), as far as they relate to the premium basis or the subject matter of this insurance. The Insurer assumes no responsibility and waives no rights by reason of such inspection, examination, audit or the omission thereof.

3. Insured's Duties in the event of Accident, Occurrence, Claim or Suit:

- (a) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given promptly by or for the Insured to the Insurer or any of its authorized agents.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every writ, letter, document or advice received by him or his representative.
- (c) The Insured shall co-operate with the Insurer and, upon the Insurer's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for the first aid to others at the time of accident.

4. Action against Insurer:

No action shall lie against the Insurer under any Insuring Agreement of this policy including the Insuring Agreement relating to "Defense - Settlement-Supplementary Payments" unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer. Every action or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or written agreement and not afterwards. If this policy is governed by the law of Quebec, every action or proceeding against the Insurer shall be commenced within three years from the time the right of action arises. Nothing contained in this policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations hereunder.

5. Subrogation:

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

6. Other Insurance:

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amounts of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares:

If all of such other valid and collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits:

If any of such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Changes:

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

8. Assignment:

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon; if, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall, if written notice be given to the Insurer within sixty days, after the date of such death or adjudication, cover the Named Insured's legal representative as the Named Insured except in the Province of Quebec where no notice is required.

9. Notice:

Any written notice to the Insurer may be delivered at or sent by registered mail to the agent through whom this policy was issued or to any branch of the Insurer in Canada. Written notice may be given to the Named Insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the Insurer; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition the expression "registered" shall mean registered within or without Canada. Notice to the first Named Insured shall constitute notice to all Insureds.

10. Cancellation-Termination:

- (a) This policy may be terminated,
 - (i) by the Insurer giving to the Named Insured 15 days written notice of termination by registered mail or personal delivery; (ii) by the Named Insured at any time on written request.
- (b) Where the policy is terminated by the Insurer,
 - (i) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the policy has been in force, calculated pro rata; or
 - (ii) where the premium is developed by an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- (c) Where the policy is terminated by the Named Insured,
 - (I) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy, or where the premium is developed by an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy.
- (d) Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- (e) Except in Quebec, the fifteen days mentioned above in this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- (f) In Quebec, the Notice of Cancellation from the Insurer takes effect 15 days after receipt by the Insured at the last known address.
- (g) premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.

11. Declarations:

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

COMMERCIAL GENERAL LIABILITY POLICY

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies. 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. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking those damages, but:
 - (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - (ii) we may investigate and settle any claim or "action" at our discretion; and
 - (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
 - (iv) The "action" must be brought in the "coverage territory".
- (b) 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". Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".
- (c) "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (b) "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 for "insured contracts".

- 1) Assumed in a contract or agreement that is an "insured contract"; or
 - 2) That the Insured would have in the absence of the contract or agreement.
- (c) Any obligation of the Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (d) (i) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any Insured of:
- a. any "automobile";
 - b. any motorized snow vehicle or its trailers;
 - c. 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; or
 - d. any vehicle which, if it were to be insured, would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.
- (ii) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.

This exclusion does not apply to "bodily injury" to an employee of the Insured on whose behalf contributions are made or required to be made by the Insured under the provisions of any workers compensation law.

- (e) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any Insured of any watercraft.

This exclusion does not apply to:

- (i) a watercraft while ashore on premises you own or rent;
 - (ii) a watercraft you do not own that is:
 - a. less than 8 meters long; and
 - b. in/outboard motor of not more than 10h.p., and
 - c. not being used to carry persons or property for a charge.
 - (iii) "bodily injury" to any employee of the Insured on whose behalf contributions are made or required to be made under the provisions of any workers compensation law.
- (f) (i) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any Insured of:
- a. any aircraft; or
 - b. any air cushion vehicle.
- (ii) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation or entrustment to others by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- (g) "Property damage" to:
- (i) property you own, rent or occupy;
 - (ii) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (iii) property loaned to you;
 - (iv) personal property in your care, custody or control;
 - (v) that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or

- (vi) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

- (h) "Property damage" to "your product" arising out of it or any part of it.
- (i) "Property damage" to that particular part of "your work" out of which an "occurrence" arises due to "your work" having been incorrectly performed on it and included in the "products-completed operations hazard".

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

- (j) "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
 - (i) a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or,
 - (ii) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

- (k) 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:
 - (i) "your product";
 - (ii) "your work"; or
 - (iii) "impaired property";
if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- (l) "Bodily injury" or "property damage" due to the rendering or failure to render any professional services by you or for you.
- (m) Pollution Liability - see Common Exclusions.
- (n) Nuclear Liability - see Common Exclusions.
- (o) War Risks - see Common Exclusions.
- (p) Microorganism – See Common Exclusions

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. We will have the right and duty to defend any "action" seeking those compensatory damages but:

- (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".
- (ii) we may investigate and settle any claim or "action" at our discretion; and
- (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
- (iv) The "action" must be brought in the "coverage territory".
- (b) This insurance applies to "personal injury" only if caused by an offence:
 - (i) committed in the "coverage territory" during the policy period; and
 - (ii) arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by you or for you.
- (c) This insurance applies to "advertising injury" only if caused by an offence committed:
 - (i) in the "coverage territory" during the policy period; and
 - (ii) in the course of advertising your goods, products or services.

2. Exclusions

This insurance does not apply to:

- (a) "Personal injury" or "advertising injury":
 - (i) arising out of oral or written publication of material, if done by or at the discretion of the Insured with knowledge of its falsity;
 - (ii) arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - (iii) arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
 - (iv) for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
- (b) "Advertising injury" arising out of:
 - (i) breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (ii) the failure of goods, products or services to conform with advertised quality or performance;
 - (iii) the wrong description of the price of goods, products or services; or
 - (iv) an offence committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.
- (c) Pollution Liability - see Common Exclusions.
- (d) Nuclear Liability - see Common Exclusions.
- (e) War Risks - see Common Exclusions.
- (f) Microorganism – See Common Exclusions.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- (a) We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (i) on premises you own or rent;
 - (ii) on ways next to premises you own or rent; or
 - (iii) because of your operations;
 - provided that:
 - a. the accident takes place in the "coverage territory" and during the policy period;
 - b. the expenses are incurred and reported to us within one year of the date of the accident; and
 - c. 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. We will pay reasonable expenses for:
 - (i) first aid at the time of an accident;
 - (ii) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (iii) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- (a) to any Insured;
- (b) to a person hired to do work for or on behalf of any Insured or a tenant of any Insured;
- (c) to a person injured on that part of premises you own or rent that the person normally occupies;
- (d) to a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law;
- (e) to a person injured while taking part in athletics;
- (f) the payment of which is prohibited by law;
- (g) included within the "products-completed-operations hazard";
- (h) excluded under Coverage A.

COVERAGE D. TENANT'S LEGAL LIABILITY

1. Insuring Agreement

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. 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. This insurance applies only to "property damage" to premises rented to you or occupied by you. This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking compensatory damages but:

- (a) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".
- (b) we may investigate and settle any claim or "action" at our discretion; and

- (c) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverage A, B or D or medical expenses under Coverage C.
- (d) The “action” must be brought in the “coverage territory”.

2. Exclusions

This insurance does not apply to:

- (a) “Property damage” expected or intended from the standpoint of the Insured.
- (b) “Property damage” for which the Insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.
- (c) “Property damage” for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.
- (d) Pollution Liability - see Common Exclusions.
- (e) Nuclear Energy Liability - see Common Exclusions.
- (f) War Risks - see Common Exclusions.
- (g) Microorganism – See Common Exclusions.

COMMON EXCLUSIONS - COVERAGES A, B, C, AND D

1. Pollution Liability

- (a) “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
 - (i) at or from premises owned, rented or occupied by an Insured;
 - (ii) at or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (iii) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or organization for whom the Insured may be legally responsible; or
 - (iv) at or from any site or locations on which an Insured or any contractor or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
 - a. if the pollutants are brought on or to the site or location in connection with such operations; or
 - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- (b) Any loss, cost or expense arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- (c) Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. “Waste” includes materials to be recycled, reconditioned or reclaimed.

Subparagraphs (i) and (iv) a. of paragraph (a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire". As used in this exclusion, a "hostile fire" means one which becomes uncontrollable, or breaks out from where it was intended to be.

2. Nuclear Energy Liability

- (a) Liability imposed by or arising under the Nuclear Liability Act.
- (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:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured or services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility;
 - (iii) 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 that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- (3) the term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium 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

3. War Risks

"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.

5. Microorganism

"Bodily injury" or "property damage" due to any claim, cost, expense, or other sum arising directly or indirectly out of or relating to:

the actual or alleged presence, at or from any premises owned, rented or occupied by an Insured, of mold, mildew, fungus, spores or other microorganism 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 replaces and supersedes any provision in the Policy that may provide insurance, in whole or in part, for these matters.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, AND D

We will pay, with respect to any claim or "action" 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 defence of the claim or "action", including actual loss of earnings up to \$100 a day because of time off from work.
- (d) All costs taxed against the Insured in the "action" and any interest accruing after entry of judgement upon that part of the judgement which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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 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) An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an Insured:

- (a) Your employees or your volunteers, other than your executive officers, but only for acts within the scope of their employment by you or, in the case of volunteers, within the scope of their duties assigned by you. However, except as provided in (b) below, none of these employees or volunteers is an Insured for:
 - (i) "bodily injury" or "personal injury" 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; or

- (ii) "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (iii) "property damage" to property owned or occupied by or rented or loaned to that employee or volunteer, any of your other employees or volunteers, or any of your partners or members (if you are a partnership or joint venture).

And no employee is an Insured for bodily injury or personal injury to you or to a co-employee whilst in the course of their employment or service.

- (b) Any member while participating in or training for a sanctioned sporting or social event.
 - (c) Any person (other than your employees or volunteers), or any organization while acting as your real estate manager.
 - (d) Any person or organization having proper temporary custody of your property if you die, but only:
 - (i) with respect to liability arising out of the maintenance or use of that property; and
 - (ii) until your legal representative has been appointed.
 - (e) 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.
 - (f) Municipalities, government departments, sponsors and owners of facilities in whose name you have agreed to provide insurance are added as additional Insureds, but only for their vicarious liability arising out of your operations.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be 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 injury" or "advertising injury" arising out of an offence 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 or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "actions" brought; or
 - (c) Persons or organizations making claims or bringing "actions".
2. The Aggregate Limit is the most we will pay for the sum of:
 - (a) Medical expenses under Coverage C;
 - (b) Compensatory damages under Coverage B - Personal and Advertising Injury Liability;
 - (c) Compensatory damages under Coverage A - Bodily Injury and Property Damage Liability, arising out of 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 Coverage B; and

- (b) Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 4. 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.
- 5. 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.
- 6. All Loss Deductible Coverage A:
Bodily Injury and Property Damage, Legal Fees Expenses - Coverage A:
It is agreed that our obligation under Coverage A to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of "bodily injury", "property damages", legal fees and expenses as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
- 7. All Loss Deductible Coverage B:
Personal and Advertising Injury, Legal Fees Expenses - Coverage B:
It is agreed that our obligation under Coverage B to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of "personal injury" or "advertising injury", legal fees and expenses as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
- 8. All Loss Deductible Coverage D (Tenants Legal Liability):
It is agreed that our obligation under this coverage to pay compensatory damages on your behalf because of "property damage" applies only to the amount of compensatory damages in excess of the deductible amount. The deductible amount applies to all compensatory damages because of property damage as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of "actions", and (b) your duties in the event of an "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

The limits 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.

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. Cancellation

- (a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- (b) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (i) 15 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (ii) 30 days before the effective date of cancellation if we cancel for any other reason. In Quebec, if notice is mailed, cancellation takes effect 15 or 30 days after receipt of notice by the post office to which it is addressed depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice.
- (c) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (d) The policy period will end on the date cancellation takes effect.
- (e) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

4. 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.

5. Duties in the Event of Occurrence, Claim or Action

- (a) You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - (i) how, when and where the "occurrence took place; and
 - (ii) the names and addresses of any injured persons and of witnesses.
- (b) If a claim is made or "action" is brought against an Insured, you must see to it that we receive prompt written notice of the claim or "action".
- (c) You and any other involved Insured must:
 - (i) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - (ii) authorize us to obtain records and other information;
 - (iii) cooperate with us in the investigation, settlement or defence of the claim or "action"; and
 - (iv) 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 Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. 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.

7. Inspections and Surveys

We have the right but are not obligated to:

- (a) Make inspections and surveys at any time;
- (b) Give you reports on the conditions we find; and
- (c) Recommend any changes.

Any inspections, surveys, reports or recommendations 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, code or standards.
This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections surveys, reports or recommendations.

8. 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 judgement against an Insured obtained after an actual trial; 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. Every "action" or proceeding against us shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this policy is governed by the laws of Quebec, every action or proceeding against us shall be commenced within three years from the time the right of action arises.

9. 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 any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) that is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work" or for premises rented to you; or
- (ii) if the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion (e) or Coverage A (Section 1).

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

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

- (i) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) 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.

10. Premium Audit

- (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 term is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum 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.

11. 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.

12. 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.

13. Separation of Insureds, Cross Liability

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

- (a) As if each Named Insured were the only Named Insured; and
- (b) Separately to each Insured against whom claim is made or "action" is brought.

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 the rights and duties but only with respect to that property.

SECTION V - DEFINITIONS

1. "Action" means a civil proceeding in which compensatory damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which you must submit with our consent.
2. "Advertising injury" means injury arising out of one or more of the following offences:
 - (a) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - (b) Oral or written publication of material that violates a person's right of privacy;
 - (c) Misappropriation of advertising ideas or style of doing business.
3. "Automobile" means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.
4. "Coverage territory" means worldwide, with actions to be brought in Canada only. This policy does not have an obligation of duty to defend on actions brought outside of Canada.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "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 the contract or agreement; such property can be restored to use by:

- (i) the repair, replacement, adjustment or removal of "your product" or "your work"; or
- (ii) you fulfilling the terms of a contract or agreement.

7. "Insured Contract" means:

- (a) A lease of premises;
- (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 indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- (f) An elevator maintenance agreement.

An "insured contract" does not include that part of any contract or agreement:

- (i) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (ii) under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in (i) above and supervisory, inspection or engineering services.

8. "Occurrence" means accident, including continuous or repeated exposure to substantially the same general harmful condition.

9. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offences:

- (a) False arrest, detention or imprisonment;
- (b) Malicious prosecution;
- (c) Wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
- (d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (e) Oral or written publication of material that violates a person's right to privacy.

10. (a) "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

- (i) products that are still in your physical possession; or
- (ii) work that has not yet been completed or abandoned.

(b) "Your work" will be deemed completed at the earliest of the following times:

- (i) when all of the work called for in your contract has been completed;
- (ii) when all of the work to be done at the site has been completed if your contract calls for work at more than one site;
- (iii) when that part of 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.

- (c) This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
11. "Property damage" means:
- (a) Physical injury to tangible property, including all resulting loss of use of that property; or
 - (b) Loss of use of tangible property that is not physically injured.
12. "Your product" means:
- (a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (i) you;
 - (ii) others trading under your name; or
 - (iii) a person or organization whose business or assets you have acquired; and
 - (b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
13. "Your work" means:
- (a) Work or operations performed by you or on your behalf; and
 - (b) Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above.

S. P. F. No. 6 – STANDARD NON-OWNED AUTOMOBILE POLICY

INSURING AGREEMENT

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

SECTION A – THIRD PARTY LIABILITY

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

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

Provided always the Insurer shall not be liable under this policy:

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

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 or 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 judgement 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 Section A of Item 7 of the application; and
- (6) Not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

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

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

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSURED

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or in (ii) such additional Insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

2. TERRITORY

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

3. HIRED AUTOMOBILES DEFINED

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

4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

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

5. TWO OR MORE AUTOMOBILES

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

6. PREMIUM ADJUSTMENT

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

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

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

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

STATUTORY CONDITIONS

The insurance provided under this Coverage is subject to the "Automobile Statutory Conditions" approved by the Superintendent of Insurance for the Province in which this policy is issued and upon request the Company will make available a complete copy of same.

REIMBURSEMENT CLAUSE ENDORSEMENT

Attached to and forming part of the commercial general liability coverage as per wordings:

It is hereby understood and agreed that the insured shall reimburse the company up to the amount stated in the declarations with respect to all claims, legal fees and adjusting expenses combined in any one loss, and the company shall only be liable for loss, damage or expense in the excess of that amount.

The terms of the policy, including those with respect to notice of loss and the insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the reimbursement.

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

TOTAL ASBESTOS EXCLUSION

Attached to and forming part of the commercial general liability coverage as per wordings:

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.

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured seeking damages.

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

OTHER INSURANCE CLAUSE

It is hereby understood and agreed under Insuring Agreement Form IFC33000, Condition 6 “Other Insurance” is deleted in its entirety. Further, Section IV, Commercial General Liability – Condition 9 “Other Insurance” is replaced with the following:

Other Insurance

“If other valid and collectible insurance is available to the insured for a loss covered under this policy, this insurance is excess over any and all of the other insurance, whether such other insurance is primary, excess, contingent or on any other basis and whether such other insurance has a policy that is the same or different in type and/or purpose from this policy, and the Insurer is not liable for any loss or claim until the amount of such other insurance has been used in its entirety.”

Excess Insurance

When this insurance is excess, we will have no duty under the coverage in this policy to defend any claim or action that any other insurer has a duty to defend. If no other insurer defends, and if we undertake to do so, we will be entitled to all the insured’s rights against all those other insurers.

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

- a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b) 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 unless it was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy, in which case we will not share any of the remaining loss.

Additional Insured – Primary and Non-Contributory – by Contract

If you have agreed in a written contract or written agreement with an additional insured that this insurance is primary and non-contributory, then this insurance is primary specifically relating to the Insureds negligence to other insurance available to the additional insured which covers that person or organization as a named insured and we will not seek contribution from that other insurance.

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

POLICY DISPUTES

Attached to and forming part of the commercial general liability wordings:

Any dispute concerning coverage under this policy and/or the interpretation of the Terms Conditions Limitations and/or Exclusions contained herein is understood and agreed by both the Insured and the Insurers to be subject to the law and jurisdiction of a Canadian province or Territory as determined by the relevant Insurance Act(s).

Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Canadian province or Territory as determined by the relevant Insurance Act(s) and to comply with all requirements necessary to give such court jurisdiction.

All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction.

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

PUNITIVE AND/OR EXEMPLARY DAMAGES EXCLUSION CLAUSE

Attached to and forming part of the commercial general liability coverage as per wordings:

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

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

USA SALES, WORK, JURISDICTION & OCCURRENCES EXCLUSION

It is hereby understood and agreed that this Policy shall not indemnify the Insured for any liability arising out of any exposure within or relating to activities, sales, work or occurrences within the USA. Further, the policy shall not extend to provide coverage to exposures within any USA jurisdiction.

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

RIGHTS OF RECOURSE WARRANTY

Attached to and forming part of the commercial general liability coverage:

Not applicable to the Employers Liability Section if indicated as operative in the Schedule

The following warranty shall apply throughout the policy term of this insurance:

Warranty

It is hereby warranted that no products obtained by the Assured on terms which prevent the Assured exercising their rights of recovery under the ordinary process of law against the manufacturers and/or suppliers of such products.

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



SPECIAL RISK
INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | WWW.SRIM.CA

CONTRACTORS / SUB-CONTRACTORS WARRANTY

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that the Insured shall obtain from each and every contractor or sub-contractor hired or engaged to do work on behalf of the Insured, evidence of liability insurance of not less than \$2,000,000 inclusive limits for Bodily Injury Liability and Property Damage Liability, and shall provide a copy of said evidence of liability to the Insurers upon request. Said liability insurance is to include at least 15 days notice to the Insured of cancellation or material change to the policy.

Failure to provide evidence of insurance for contractors/ sub-contractors and trades hired by the Insured to provide services on behalf of the Insured will render the policy null and void.

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured seeking damages.

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

FAULTY or IMPROPER WORKMANSHIP ENHANCEMENT

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

This Endorsement provides claims made coverage. Please Read Carefully.

Notwithstanding any provision to the contrary, the Insurer agrees to reimburse the Named Insured for those expenses that the insured shall incur as compensatory damages to make good faulty or improper workmanship with respect to any work performed in the conduct of the Insured's business stated in the Declarations, but only if a claim for these compensatory damages is first made against an Insured during the policy period and reported to the Insurer within five days.

Exclusions

This endorsement does not apply to:

- 1) Claims related to work performed before the effective date of this endorsement, unless already Insured under a faulty or improper workmanship endorsement;
- 2) Loss of use of tangible property;
- 3) Fines, penalties, punitive or exemplary damages or any other sums the insurance of which is prohibited by law;
- 4) Claims arising out of the Insured's intentional acts.

Limit of Liability

Regardless of the number of (a) Insureds (b) claims made or actions brought or (c) persons or organizations making claims or bringing actions, the limit of liability stated in the Declarations for the endorsement is the most the Insurer will pay in any one occurrence and in the aggregate for each policy year.

Such limits applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the effective date of this endorsement, unless the period is extended after issuance for additional of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding period for the purpose of determining the limit of liability.

This extension does not increase the each occurrence limit applicable to the policy.

Special Provision

The Insured agrees to make the necessary repairs at the actual cost to the Insured of labour and materials.

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

LIMITED FUNGI AND FUNGAL DERIVATIVE COVERAGE

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that the following exclusion is applicable to the policy in force and the policy of insurance does not apply to:

- a) "Bodily injury", "property damage", "personal injury" or Medical Payments 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, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores"; 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 the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs. If this exclusion applies, the insurer has no duty to defend the insured against any claims seeking damages.

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

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

For the purpose of this endorsement, the following definitions are added:

- a) "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 "spore(s)" or resultant mycotoxins, allergens, or pathogens
- b) "spore(s)" includes but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

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

USE AND / OR APPLICATION OF HEAT EXCLUSION

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that this insurance does not apply to "Property Damage" arising out of the application of heat, in any form or matter, in the conduct of welding, roofing or other operations

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured seeking damages.

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

ADDITIONAL INSUREDS CERTIFICATE HOLDERS ENDORSEMENT

Attached to and forming part of the commercial general liability policy:

It is hereby understood and agreed that the retail broker has authority to issue certificates of insurance for Canadian domiciled landlords, government departments, municipalities and or school boards. The certificate issued by the retail broker will add the party as additional insureds or a loss payee to the policy but only with respect to liability arising out of the Named Insured's premises or operations.

No certificates can be issued by the retail broker for any foreign company, government, landlord, corporate entity, individual or any organization that is outside of Canadian Jurisdiction.

Except for non-payment of premium, should any of the policies described herein be cancelled by the Insurer before the expiration date thereof, the Insurer will provide 30 days notice of cancellation to certificate holders, who have been granted such notice, and whose names and addresses are on file with the insurer as provided by the broker at the time of notice.

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

ENGLISH LANGUAGE POLICY WORDING ACKNOWLEDGEMENT FORM

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that the policy and policy wordings as agreed upon by the Insured and conveyed to the Insured by the Retail Broker, shall be provided in English Language only.

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



MOULD EXCLUSION - ABSOLUTE

The purpose of this endorsement is to restrict YOUR coverage.

THE INSURER will not cover YOU, pay DAMAGES, provide YOU with a defence or make supplementary payments for CLAIMS based upon, arising out of, or alleged to have resulted, in whole or in part in

a) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of;

b) 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;

c) the actual or alleged failure to detect, report, test for, monitor, cleanup, remove, contain, dispose of, treat, detoxify, neutralize, or in any way respond to, assess the effects of or advise of the existence of;

any FUNGI or any spores, mycotoxins, odours, or any other substances, products or by-products produced by, released by, or arising out of the current or past presence of FUNGI.

"FUNGI" means any form of fungus, including but not limited to yeast, mould, mildew, rust, smut or mushroom.

Such CLAIMS are excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

ILLEGAL SUBSTANCE AND ILLEGAL ACTIVITY EXCLUSION

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that this insurance excludes all liability arising from:

- (a) loss or damage however caused which results, directly or indirectly, from any **Illegal Substance Activity** regardless of the insured being unaware or able to control such activity.

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured or Additional Insured seeking damages.

The following is added to the Definition contained in Definitions section of the policy wordings.

“Illegal Substance” means any substance that is not legal for the insured or any other party of interest, employees or agents of the insured or any person to whom the Insured’s property may be entrusted, to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance enumerated in Schedule of the *Controlled Drugs and Substances Act* currently in force.

“Illegal Substance Activity” means any activity relating to the growing, propagating or harvesting, manufacturing, distributing, storing or selling of any **Illegal Substance**.

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

POLICY TERRITORY ENDORSEMENT

Attached to and forming part of the commercial general liability coverage as per wordings:

It is understood and agreed that under the insuring agreement form IFC33000 (8-95) the definition with respect to 'policy territory' is deleted and replaced with the following:

'Coverage territory' means Worldwide, with actions to be brought in Canada only. This policy does not have an obligation of duty to defend on actions brought outside of Canada.

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

Form 5290 (09/2018)



LIMITED POLLUTION LIABILITY COVERAGE

This Endorsement Changes the policy - please read it carefully

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY (OCCURRENCE FORM)

With respect to "Section 1 – Coverages" "Common Exclusions – Coverages A, B, C, and D" the "Pollution Liability" exclusion is deleted and replaced with the following:

1. Pollution Liability

- (a) "Bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants;
 - i) At or from premises owned, rented, or occupied by an insured;
 - ii) At or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing, or treatment of waste;
 - iii) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or organization for whom the Insured- may be legally responsible, or
 - iv) At or from any site or location on which an insured or any contractors or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
 - a) if the pollutants are brought on or to the site or location in connection with such operations: or
 - b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize the pollutants.
- (b) Any loss, cost, or expenses arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants.
- (c) Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

Sub-paragraphs i) and iv) a) of paragraph a, of this exclusion do not apply to "bodily injury" or "property damage" caused by

- i) heat, smoke, or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- ii) a sudden & accidental discharge, disposal, release or escape of pollutants provided such discharge, dispersal, release or escape of pollutants:
 - a) results in the injurious presence of pollutants in or upon land, the atmosphere, drainage, of sewage system watercourse or body of water, and
 - b) is detected within 60 hours after the commencement of the discharge, dispersal, release, or escape; and
 - c) is reported to us within 120 hours of being detected; and
 - d) does not occur in a quantity or with a quality that is routine or usual to the business of the Insured

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

▲ WE'RE THERE.

Coverage is subject to the Limit & Deductible as shown on the Declarations Page. The limit shown on the declarations page is both the limit of coverage per occurrence and in the aggregate.

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

EMPLOYEE BENEFITS LIABILITY COVERAGE

INSURING AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY POLICY.

The following is added to paragraph 1.a. of Coverage A (Section I):

We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages to any employee or former employee or the heirs, beneficiaries or legal representatives of either because of any act of negligence, error, mistake or omission of the Insured or others for whom the Insured is legally responsible in the "administration" of "employee benefit programs" of the Insured. Compensatory damages arising out of the "administration" of "employee benefit programs" shall be deemed to be caused by an "occurrence".

For the purpose of determining the Limits of Insurance for coverage provided by this endorsement, any act of negligence, error, mistake or omission together with all related acts of negligence, errors, mistakes in the "administration" of these "employee benefit programs" will be considered one "occurrence".

This insurance applies to any act of negligence, error, mistake or omission which occurs within Canada or the United States of America, its territories or possessions,

1. during the period it is in effect, provided claim is made or action is brought during that period, or
2. prior to its effective date, if the Insured first become aware thereof during the period of this insurance and claim is made or action is brought during such period.

ADDITIONAL EXCLUSIONS

This insurance afforded by this endorsement does not apply:

1. to any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, discrimination or humiliation on your part or on the part of any other party of interest, employees or your agents;
2. to "bodily injury" to, or sickness, disease or death of any person, including damages for care and loss of services arising therefrom or to injury to or destruction of any tangible property, including the loss of use thereof;
3. to any claim for failure of performance of contract by any Insured;
4. to any claim based upon the Insured's failure to comply with any workers' compensation, disability benefits or unemployment compensation law or any similar law;
5. to any claim based upon:
 - a. failure of any investment program, individual securities or savings program to perform as represented by an Insured;
 - b. advice given by an Insured in connection with participation or non-participation in stock subscription plans or savings programs;
6. any claim out of the failure of the Insured or any Insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfil any of their guarantees with respect to:
 - a. the payment of benefits under "employee benefit programs", or
 - b. the providing, handling or investment of funds related thereto.
7. Any claim based on the liability of others which is assumed by the Insured under a contract or agreement;
8. Any claim resulting from personal profit of advantage gained by the Insured without the legal right to the gain;
9. Any claim for the return of compensation paid to the Insured if a court determines that the payment was illegal;
10. The liability of any insured for taxes, fines or penalties imposed by law;
11. Any claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit program";
12. Any claim that results from not having adequate insurance or bonds to protect the assets of an "employee benefit program".

LIMITS OF INSURANCE

The Limit of Insurance, Each Occurrence Limit stated in the Schedule of Part III is the most we will pay for compensatory damages because of any act of negligence, error, mistake or omission in the "administration" of "employee benefit programs" arising out of any one "occurrence" regardless of the number of:

1. Insureds;
2. Claims made or "actions" brought; or
3. Persons or organizations making claims or bringing "actions".

Our obligation under Employee Benefits Liability Coverage to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of any deductible amount, if any, stated in the Schedule of Part III applicable to the coverage, and the limits of insurance applicable to "each occurrence" will be reduced by the amount of such deductible.

ADDITIONAL DEFINITIONS

1. Employee Benefit Programs

The term "Employee Benefit Program" shall mean group life insurance, group accident or health insurance, Profit sharing plans, pension plans, employee stock subscription plans, travel, savings or vacation plans and, except as respects the insurance afforded hereunder to employees, shall also include workers' compensation insurance, unemployment compensation insurance and disability benefits insurance.

2. Administration

The unqualified word "administration", whenever used, shall mean the following:

- a. counselling employees with respect to "employee benefit programs";
- b. interpretations relative to "employee benefit programs";
- c. record-keeping in connection with "employee benefit programs";
- d. enrolment, termination or cancellation of employees under "employee benefit programs".

COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

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.

LMA5396

17 April 2020

CYBER AND DATA EXCLUSION

(for attachment to Canadian Liability forms)

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

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.

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**.

CYBER INCIDENT means:

- (a) 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
- (b) 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**.

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**.

**PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL
SUBSTANCES (PFAS) EXCLUSION NO. 1**

(For use on liability insurance policies)

1. This POLICY does not cover any claim for 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 any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
2. For the purposes of this Exclusion, 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, contain, test for or in any way respond to or assess the effect of any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
3. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - a. perfluorinated methyl group (-CF₃); or
 - b. perfluorinated methylene group (-CF₂-).

LMA5595A

10th October 2023

STATUTORY CONDITIONS
(British Columbia)

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 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. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property 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 and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4.
 - (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 15 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.

Termination of insurance

5. (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 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 15 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.

Requirements after loss

6. (1) On the happening of any loss of 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 Condition 9,
 - (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 cost 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 exposure 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 subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

- 7. 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.

Who may give notice and proof

- 8. 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
 - (a) by the agent of the insured, if
 - (i) the insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or
 - (b) 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.

Salvage

- 9. (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.

Entry, control, abandonment

- 10. After loss or damage to insured property, the insurer has
 - (a) 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
 - (b) 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

- (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
- (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

- 11. (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.

When loss payable

- 12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

- 13. (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 30 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 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

- 14. (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.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)-CANADA
(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to 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; nor
- (c) to bodily injury or property damage 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;
 - (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 substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this 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 or pursuant to any law, act or statute, or 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 utilising spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

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

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.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

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WAR AND TERRORISM EXCLUSION ENDORSEMENT

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

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For this purpose of this endorsement an act of terrorism mean 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 organization(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, 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 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, 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.

PROFESSIONAL LIABILITY - LAP98

(000P104)

NOTICE

This extension endorsement is underwritten on a "claims made" basis. Unless stated otherwise coverage afforded under this insurance is limited to claims that:

- (a) are first made against the INSURED during the POLICY PERIOD and reported in writing to the Underwriters either during the POLICY PERIOD, or within sixty (60) days after the expiration of the POLICY PERIOD and;
- (b) arise from PROFESSIONAL SERVICES rendered subsequent to the retroactive inception date as stated on the Declarations.

The limit of liability available to pay DAMAGES shall be reduced and may be completely exhausted by the payment of CLAIMS EXPENSES. DAMAGES and CLAIMS EXPENSES shall be applied against the Deductible.

Please review this endorsement carefully with your insurance agent, broker or representative.

INSURING AGREEMENTS

The Underwriters, in consideration of the payment of the premium, and the Insured undertaking to promptly pay the Deductible as described in the policy Declarations, and in reliance upon the statements and representations in the application and any supplemental materials submitted therewith, which are made a part hereof, and attached hereto and subject to all the terms and conditions of this Policy, agree with the INSURED as follows:

A. COVERAGE - PROFESSIONAL LIABILITY

To pay on behalf of the INSURED those sums which the INSURED shall become legally obligated to pay as "DAMAGES" by reason of a CLAIM first made against the INSURED during the POLICY PERIOD and reported in writing to the Underwriters either during the POLICY PERIOD, or within sixty (60) days after the expiration of the POLICY PERIOD arising out of any negligent act, error or omission in rendering or failure to render PROFESSIONAL SERVICES by the INSURED or by any person for whose negligent act, error or omission the INSURED is legally responsible.

B. DEFENCE AND SETTLEMENT

- (a) The Underwriters shall have the right and duty to defend, subject to the limit of liability, a CLAIM against the INSURED seeking DAMAGES which are payable under the terms of this insurance, even if any of the allegations of the CLAIM are groundless, false or fraudulent
- (b) It is agreed that the limit of liability available to pay DAMAGES shall be reduced and may be completely exhausted by payment of CLAIMS EXPENSES. DAMAGES and CLAIMS EXPENSES shall be applied against the Deductible.
- (c) The Underwriters shall have the right to make any investigation they deem necessary with respect to coverage, including, without limitation, any investigation with respect to the application, statements made in the application and any supplemental materials submitted therewith. The INSURED shall submit for examination by a representative of the Underwriters, under oath if requested, in connection with all matters relating to this Policy.
- (d) If the NAMED INSURED shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant and elects to contest the CLAIM, Underwriters' liability for any DAMAGES and CLAIMS EXPENSES shall not exceed the amount for which the CLAIM could have been settled including the CLAIMS EXPENSES incurred up to the time of such refusal, or the applicable limit of liability, whichever is less and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the NAMED INSURED.
- (e) It is further provided that the Underwriters shall not be obligated to pay any DAMAGES OR CLAIMS EXPENSES or to undertake or continue defense of a CLAIM after the applicable limit of liability has been exhausted by payment of DAMAGES or CLAIMS EXPENSES, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the NAMED INSURED.

C. LIMIT OF LIABILITY

The Limit of Liability of the Underwriters for all CLAIMS covered under the terms of the Policy, regardless of the number of CLAIMS, shall not exceed the amount of the Limit of Liability stated on the Declarations Page. Neither the inclusion herein of more than one INSURED, nor the making of CLAIMS by more than one person or entity, shall increase the Limit of Liability.

D. DEDUCTIBLE/ REIMBURSEMENT

The Deductible amount stated in the Declarations shall apply separately to each and every CLAIM and shall apply to DAMAGES and CLAIMS EXPENSES, separately or in combination. Subject to the Limit of Liability stated in the Declarations, the obligation of the Underwriters to pay on behalf of the INSURED for DAMAGES and CLAIMS EXPENSES, separately or in combination, shall only be in excess of the Deductible amount, and only after the Insured has fully paid the Deductible.

E. TERRITORY

The insurance afforded herein applies worldwide, suits in Canada only.

EXCLUSIONS

This Policy shall not apply to CLAIMS or CLAIMS EXPENSES arising out of:

- 1. Any facts or circumstances in respect of which the INSURED, prior to the commencement of this policy, has given notice to any insurer on any other policy.
- 2. Any facts or circumstances known to the INSURED prior to commencement of this Policy which a reasonably prudent person, if aware of said facts or circumstances, might expect to give rise to a CLAIM against the INSURED;
- 3. Any fraudulent, criminal, malicious or knowingly or intentionally wrongful or dishonest acts, errors or omissions of any INSURED. However, nothing contained in the foregoing shall exclude coverage to the NAMED INSURED or to any other INSURED who neither committed nor had knowledge of such acts, errors or omissions as described above except that this Policy shall then only pay in excess of the full extent of the assets in the NAMED INSURED of any INSURED who committed such acts, errors or omissions as described above, and any other personal assets of such INSURED recovered by the NAMED INSURED shall inure, to the extent of the amount paid by this Policy, to the benefit of Underwriters;

4. Any liability of one or more INSUREDS under this Policy to any other one or more INSUREDS under this Policy;
5. Any projects where project specific professional liability insurance has been purchased and is in force, unless specifically endorsed hereon;
6. The advising or requiring of, or failure to advise or require, or failure to maintain any form of insurance, surety ship or bond, either with respect to the INSURED or any other person;
7. Personal injury, bodily injury, sickness, disease or death to any employee of the INSURED arising out of and in the course of employment by the Insured; or any obligation which the Insured or any carrier as insurer may be liable under any worker's compensation, unemployment compensation, employers liability, disability benefits law or under any similar law;
8. Express warranties and guarantees: Hold harmless agreements except for the negligence of the Insured arising out of the performance of Professional Services;
9. The design or manufacture of any goods or products which are sold or supplied by the INSURED or by others under license from the INSURED;
10. Professional Services performed for any entity which:
 - (a) is operated, managed or controlled by the INSURED or in which the INSURED has an ownership interest in excess of 15%; or in which the INSURED is an officer or director; or
 - (b) wholly or partly owns, operates, controls or manages the INSURED. This exclusion does not apply to legal liability that arises out of a negligent act, error or omission in the performance of the INSURED'S PROFESSIONAL SERVICES in a joint venture.

DEFINITIONS

As used throughout this Policy, whether expressed in Singular or plural:

1. INSURED shall mean:
 - (a) the NAMED INSURED designated in the Declarations;
 - (b) a present principal, partner, director or officer of the NAMED INSURED but only while acting in his capacity as such on behalf of the NAMED INSURED;
 - (c) a present employee of the NAMED INSURED but only while acting in his capacity as such on behalf of the NAMED INSURED;
 - (d) a former principal, partner, director, officer or employee (and estate of any such former principal, partner, director, officer or employee) of the NAMED INSURED, but only while acting in his capacity as such on behalf of the NAMED INSURED during the period of such service with the NAMED INSURED; provided always that any such INSURED must have been performing those PROFESSIONAL SERVICES;
 - (e) the legal heir, executor, administrator or legal representative of the INSURED in the event of the INSURED's death, incapacity or bankruptcy, but only with respect to the performance of PROFESSIONAL SERVICES;
2. CLAIM shall mean: (a) the INSURED's receipt of a written demand for money or services or a request for arbitration; or, (b) the INSURED'S receipt of a suit seeking relief against it, which is covered under the terms of the policy. Two or more CLAIMS arising from a single or related series of negligent acts, errors or omissions shall be considered as a single CLAIM if such claims arise out of the performance of Professional Services for a single project and entered under a single contract, excepting a single project does not include projects constructed in phases. Each phase, for the purpose of this policy, shall be considered a single project. For the purposes of this policy, irrespective of the number of claimants and/or negligent acts, errors omissions all CLAIMS shall be deemed to have been made at the time of the first CLAIM.
3. CLAIMS EXPENSES shall mean those fees, costs and expenses incurred by an attorney consented to by the Underwriters to represent the INSURED and all other costs, charges and expenses incurred for the investigation, adjustment, settlement, arbitration, defense or appeal of a CLAIM which is covered under the terms of the policy.

CLAIMS EXPENSES do not include salaries of Underwriters' employees, representatives or officials, or fees and expenses of independent adjusters or supervisory counsel.

4. DAMAGES shall mean a judgment, award or settlement, including any interest thereon. The term DAMAGES shall not include sanctions, fines, penalties, taxes, return of fees, multiple damages, exemplary damages, punitive damages and any matters uninsurable under the law under which this policy shall be construed.
5. NAMED INSURED shall mean only those persons, partnerships, corporations or entities specified in the Declarations. The term NAMED INSURED shall not include any partnerships, corporations or entities formed or acquired by the NAMED INSURED subsequent to the inception date of this policy unless specifically endorsed hereon.
6. POLICY PERIOD shall mean that period between the inception and expiration dates specified in the Declarations subject to any earlier termination date.
7. PROFESSIONAL SERVICES shall mean only those services provided by the INSURED as shown on Declarations Page.

CONDITIONS

1. NOTICE OF CLAIMS

If any CLAIM is made against the INSURED, whether or not the alleged DAMAGES fall within or in excess of the Deductible, the INSURED shall have the duty to immediately give written notice to the Underwriters' representatives.

Such written notice must contain complete details of the CLAIM, the exact date the CLAIM was first made, the location, the circumstances giving rise to such CLAIM, the identity of all claimants and a full description of the nature and scope of the alleged DAMAGES. The INSURED must immediately forward every demand, notice, summons or other process received by it or its representative, upon receipt thereof, to Underwriters' representatives.

2. NOTICE OF CIRCUMSTANCES

If the INSURED becomes aware of any specific negligent act, error or omission which may reasonably be expected to give rise to a CLAIM, the INSURED shall, during the POLICY PERIOD, give written notice to Underwriters of:

- (i) the specific act, error or omission;
- (ii) the injury or damage which has or may result from such act, error or omission; and
- (iii) the circumstance by which the INSURED first became aware of such act, error or omission.

Then if the INSURED complies with the foregoing notice requirements (i), (ii) and (iii), any CLAIM subsequently made against the INSURED arising out of such act, error or omission shall be treated as a CLAIM first made on the date on which such written notice was received by Underwriters.

3. COOPERATION AND ASSISTANCE OF THE INSURED

The INSURED shall have the duty to cooperate fully with and assist the Underwriters and their representatives with respect to the investigation, settlement or defense of any CLAIM or potential CLAIM.

It is expressly understood however that in no event shall the INSURED be reimbursed for loss of earnings or fees, or for internal expenses or costs incurred in cooperating with or assisting the Underwriters in investigating or settling any CLAIM at the direction of the Underwriters or in the INSURED'S defense of any CLAIM, nor shall any such loss of earnings or fees or costs or expenses apply to the INSURED'S responsibility to pay the Deductible.

However, the above condition does not apply to reasonable costs incurred in securing the co-operation of former principals, officers or employees in the defense of a CLAIM otherwise covered herein.

4. ADMISSION OF LIABILITY

The INSURED shall not, without the prior written consent of the Underwriters, incur any expenses, including but not limited to forgoing or reducing any compensation due or alleged to be due, or make any other payment, assume any obligation, make any settlement, attempt any remedial measure or in any way admit or acknowledge liability in connection with any CLAIM or potential CLAIM.

5. NO ACTION AGAINST UNDERWRITERS

No action shall lie against the Underwriters or their representatives unless, as a condition precedent thereto, the INSURED shall have fully complied with all the terms and conditions of this Policy, or until the amount of any DAMAGES has been finally determined either by operation of law or by written agreement of the INSURED, the claimant and the Underwriters.

Nothing contained in this Policy shall give any person or organization any right to join Underwriters as a defendant or co-defendant or other party in any action against the INSURED to determine the INSURED'S liability.

6. OTHER INSURANCE

The coverage afforded by this Policy shall be excess of all other applicable professional liability insurance, whether or not valid or collectible, including any Deductible portion thereof.

7. CHANGES

None of the Insuring Agreements, Exclusions, Definitions or Conditions or other terms of this Policy shall be amended, waived or otherwise changed except by endorsement hereto signed by the Underwriters.

8. NAMED INSURED AS AGENT

The NAMED INSURED specified on the Declarations Page shall be considered the agent of all INSURED'S with respect to the giving of or receipt of all notices pertaining to this Policy and shall be responsible for the payment to the Underwriters of all premiums and for payment of the Deductible.

9. PREMIUM

The premium for this Policy shall be the amount specified on the Declarations Page.

10. SUBROGATION

In the event of any CLAIM under this Policy, the Underwriters shall be subrogated to all of the INSURED'S rights of recovery against any person or entity, and the INSURED shall execute and deliver to the Underwriters any and all necessary documentation, instruments and records and do whatever else is necessary to secure and enforce such rights. The INSURED shall take no action after such CLAIM is made against it which prejudices such rights of Underwriters.

11. ASSIGNMENT

No assignment or transfer of any INSURED'S rights under this Policy shall bind the Underwriters.

12. APPLICATION

By acceptance of this Policy, all INSURED'S agree that the statements contained in the application and any supplemental materials submitted therewith are their agreements and representations, that this Policy is issued in reliance upon the truth thereof, and that this Policy embodies all agreements existing between themselves and the Underwriters. The application and any supplemental materials submitted therewith or a copy thereof is attached to and is specifically made a part of this Policy and is the basis upon which this Policy is issued.

13. FORFEITURE

Any (a) action or failure to act by the INSURED with the intent to defraud the Underwriters or (b) material misrepresentation or non-disclosure of any material fact by the INSURED in the application or in any supplemental materials submitted therewith shall render this Policy null and void, and all coverage hereunder shall be forfeited.