

**COMPREHENSIVE GENERAL LIABILITY****INSURANCE POLICY****Certain Underwriters at Lloyd's**

(hereinafter called the Insurer)

In consideration of the payment of the Premium, in reliance upon the statements in the Declarations and subject to all terms of this policy, the Insurer hereby agrees with the Named Insured as follows:

**1. INSURING AGREEMENTS:**

1.1 The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **Compensatory Damages** which occur in the **Coverage Territory** and during the **Policy Period** in respect of:

**A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**Bodily Injury** or **Property Damage**. Such **Bodily Injury** or **Property Damage** must be as a result of an **Occurrence**.

**B. PERSONAL AND ADVERTISING INJURY LIABILITY**

**Personal Injury** or **Advertising Injury**. Such **Personal Injury** or **Advertising Injury** must be as a result of an **Occurrence** or offence.

**C. TENANTS' LEGAL LIABILITY**

**Property Damage** to structures or portions thereof including fixtures permanently attached thereto, rented to the **Insured** or occupied by the **Insured**. Such **Property Damage** must be as a result of an **Occurrence**.

**D. INCIDENTAL MEDICAL MALPRACTICE LIABILITY**

**Incidental Medical Malpractice Injury** sustained by any person.

**E. MARINA OPERATORS LEGAL LIABILITY**

**Marina Liabilities**

1.2 Furthermore the Insurer will pay those sums that the **Insured** becomes legally obligated to pay:

**F. FIREFIGHTING EXPENSES**

For **Firefighting Expenses**

**G. INCIDENTAL GARAGE OPERATIONS LIABILITY**

For **Property Damage** arising from the **Insured's Incidental Garage Operations**. For the purposes of this Insuring Agreement only, the **Insured** shall, if so requested by the Insurer, replace the property or make the necessary repairs at the actual cost to the **Insured**.

resulting from an **Occurrence** in the **Coverage Territory** and during the **Policy Period**.

1.3 The Insurer will also pay:

**H. VOLUNTARY MEDICAL PAYMENTS**

**Medical Expenses for Bodily Injury**

**I. VOLUNTARY WORKERS COMPENSATION**

**Voluntary Compensation Benefits**

PROVIDED HOWEVER

- a) If an injured **Volunteer Worker** or any person claiming by, through or under them shall refuse to accept the **Voluntary Compensation Benefits** offered under this agreement, then the Insurer shall be permitted at any time at its discretion to withdraw such offer of the said benefits under which circumstances the Insurer will no longer be bound by the undertaking expressed in the said agreement. If any **Claim** is made upon the **Insured** for **Compensatory Damages** for such injuries, such **Claim** shall be considered a refusal to accept such **Voluntary Compensation Benefits** and such refusal shall abrogate in its entirety the Insurer's agreement to pay such **Voluntary Compensation Benefits**. In such event the obligation of the Insurer as expressed under the Insuring Agreements of this Policy shall be available to the **Insured** and shall be and remain the obligation of the Insurer.
- b) It is a condition precedent to payment of **Voluntary Compensation Benefits** to or on behalf of an **Volunteer Worker** of the **Insured** that a full and legal release of all claims of an injured **Volunteer Worker** or any person claiming by, through or under them, against the **Insured**, is executed and delivered and that rights of such **Volunteer Worker** or person against anyone, other than the **Insured**, be subrogated and assigned in full (excluding all services available under any hospital insurance act and any portion of medical expenses the payment of which is prohibited by law) to the Insurer.

The Insurer's liability with respect to this insurance is limited to **Voluntary Compensation Benefits** payable in accordance with the Schedule of Benefits attaching hereto.

Furthermore the **Insurer** shall have the right to examine the person of the injured **Volunteer Worker** when and as often as may be required while the claim is pending and also in the case of death of the injured **Volunteer Worker** to perform an autopsy subject to any law of the province or territory in which the accident occurred relating to autopsies.

caused by an **Occurrence** during the **Policy Period** and in the **Coverage Territory**.

1.4 **THE INSURANCE PROVIDED BY THIS COVERAGE J. IS WRITTEN ON A CLAIMS-MADE BASIS AND COVERS ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD. PLEASE READ THE COVERAGE TERMS AND CONDITIONS CAREFULLY.**

**J. EMPLOYEE BENEFITS PROGRAMS LIABILITY ERRORS AND OMISSIONS**

The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **Compensatory Damages** on account of any **Claim** made against the **Insured** by an employee, prospective employee, former employee or the beneficiaries or legal

representatives thereof and caused by any negligent act, error or omission of the **Insured**, or any other person for whose acts the **Insured** is legally liable in the **Administration** of the **Insured's Employee Benefits Program(s)** after the Retroactive date (if any) shown in the Declarations page.

## 2. DEFENSE & SETTLEMENT

- 2.1 The Insurer will have the right and duty to defend any action seeking **Compensatory Damages**. The Insurer has the right and duty to investigate any **Occurrence**, incident or offence and defend and settle any **Claim** that may result, but
- a) The Insurer's right and duty to defend any action ends when the Insurer has used up the applicable Limit of Liability in the payment of settlements;
  - b) If the applicable Limit of Liability is exhausted, the Insurer will notify the Named Insured of all outstanding actions so that the **Insured** can assume control of defence;
  - c) During the transfer of control of the defence from the Insurer to the **Insured**, the Insurer agrees to continue the defence of the action during a reasonable period of time necessary for the **Insured** to assume full control. Such period of time will not exceed ninety (90) days from the latest of the date of notification or the date where the Limits of Liability were exhausted. The **Insured** will promptly reimburse the Insurer for expenses the Insurer incurs in continuing the defence after the ninety (90) days period of time, until the time the **Insured** has assumed such defence.
  - d) It is agreed that if a **Claim** is made brought outside of Canada or the United States of America (including its territories and possessions), the Insurer shall have the right, but not the duty, to investigate and settle such **Claims** and defend such action. As respect **Claims** which the Insurer elects not to investigate, settle or defend, the **Insured**, under the supervision of the Insurer, shall make or cause to be made such investigation and defence as are reasonably necessary, and subject to prior authorization by the Insurer, will effect to the extent possible such settlement or settlements as the Insurer and the **Insured** deem prudent. The Insurer shall reimburse the **Insured** for the reasonable costs of such investigation, settlement or defence.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

## 3. LIMIT OF LIABILITY

### 3.1 LIMIT OF LIABILITY

- a) The limit of the Insurer's liability on account of any **Claim** covered herein under this Insurance shall be the amounts stated in the Declarations or endorsements attached hereto exclusive of Supplementary Payments herein unless otherwise stated herein.
- b) Should liability arising from the same originating cause form the subject of indemnity by more than one Insuring Agreement or Endorsement of this Policy, each Insuring Agreement or Endorsement shall be subject to its own Limit of Liability, provided always that the total amount of Insurer's liability, from the same originating cause, shall not exceed the greatest Limit of Liability available under any one of the Insuring Agreement or Endorsement providing indemnity.

- c) If applicable the Limit of Liability stated as **Aggregate** is the total limit of the Insurer's liability for all **Claims** covered hereunder.

### 3.2 SELF-INSURED RETENTION:

- a) The Insurer's obligation herein to pay **Compensatory Damages** or Supplementary Payments on behalf of the **Insured** applies only to the amount of **Compensatory Damages** or Supplementary Payments in excess of any Self-Insured Retention amounts stated in the Declarations, or endorsements attached hereto, as applicable to such coverages.
- b) The terms of this insurance, including those in respect to:
- 1) the Insurer's right and duty to defend any action seeking those **Compensatory Damages**; and
  - 2) the **Insured's** duties in the event of an **Occurrence, Claim** or action;
- apply irrespective of the application of the Self-Insured Retention amount.
- c) The Insurer may pay any part or the entire Self-Insured Retention amount to effect settlement of any **Claim** or action and, upon notification of the action taken; the **Insured** shall promptly reimburse the Insurer for such part of the Self-Insured Retention amount as has been paid by the Insurer.

## 4. SUPPLEMENTARY PAYMENTS:

- 4.1 As respects insurance afforded by Coverages A-G and J and any Endorsements added herein, the Insurer shall:
- a) pay all premiums on bonds to release attachments for an amount not in excess of the applicable Limit of Liability of this policy, all premiums on appeal bonds required in any such defended action, but without any obligation to apply for or furnish any such bonds;
  - b) pay all expenses, legal fees, necessary litigation expenses incurred by the Insurer;
  - c) pay all costs taxed against the **Insured** in any such action and any interest accruing before or after entry of judgment upon that part of the judgment which is within the applicable Limits of Liability of this Insurance;
  - d) pay expenses incurred by the **Insured** for emergency medical and surgical relief to others the **Insured** deems necessary following an **Occurrence**;
  - e) reimburse the **Insured** for all reasonable expenses incurred at the Insurer's request, including actual loss of earnings up to two hundred fifty dollars (CAD250.00) per day because of time off from work;

and the amounts so incurred are in addition to the Limits of Liability but not included within the Self-Insured Retention, unless specifically stated herein, or by endorsement of this Insurance, if applicable.

However, in respect of any judgement, award, payment or settlement made in the United States of America, the amounts so incurred under the Defence & Settlement and Supplementary Payments section of this Insurance are deemed to be included within the Limits of Liability.

- 4.2 The Insurer shall be liable for all the Insurers' Surveyors Fees, Adjustment Expenses, and Legal Fees whether there is a **Claim** under this Insurance or not.
- 4.3 In respect of the liability of the **Insured** arising under lawsuits brought in or subject to the jurisdiction of any court of Law in the United States of America its territories or possessions and its judgments or orders obtained in the aforesaid Courts for enforcement in any other Court of Law whether by way of reciprocal agreement conventions or otherwise the Limits of Liability as stated in the Declarations are inclusive of all legal fees, costs and expenses.

## 5. EXCLUSIONS

### 5.1 APPLICABLE TO ALL INSURING AGREEMENTS AND ENDORSEMENTS (EXCEPT IN RESPECT OF INSURING AGREEMENT I VOLUNTARY WORKERS COMPENSATION)

This insurance does not apply to:

#### A. ASBESTOS:

Liability arising out of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibres or asbestos dust, or to any obligation of the **Insured** to indemnify any party because of **Compensatory Damages** arising out of any actual or alleged liability as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibres or asbestos dust.

It is further understood and agreed that the Insurer is not obligated to defend any action or **Claim** against the **Insured** alleging **Compensatory Damages**, if such action or **Claim** arises from or is resulting from or contributed to, by any and all manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibres or asbestos dust.

It is further understood and agreed that this Insurance does not apply to any action or **Claim** either for defence or payment of any **Compensatory Damages**, punitive or economic arising out of any **Insured's** failure to disclose the presence or presumed presence of asbestos in any properties owned or occupied by the **Insured**

#### B. DATA / COMPUTER VIRUS:

Any liability resulting from **Data / Computer Virus**.

#### C. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS

Liability or expense directly or indirectly caused by, or contributed to, by or arising from:

- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon

D. MOLD, FUNGI AND BACTERIA:

Any liability, cost or expense that results from any:

- a) actual, alleged or threatened absorption, ingestion or inhalation of **Mold, other Fungi or Bacteria**, however caused.
- b) existence, presence, spread, reproduction, discharge or growth of **Mold, other Fungi or Bacteria**, however caused.

This exclusion applies:

- i) To **Compensatory Damages** for which the **Insured** may be held liable in any capacity; and
- ii) To any obligation of the **Insured** to share **Compensatory Damages** with or repay someone else who must pay **Compensatory Damages**.
- c) supervision, instructions, recommendations, warnings or advice given in connection with **Mold, other Fungi or Bacteria Work**;
- d) request, demand or order that any **Insured** or others perform **Mold, other Fungi or Bacteria Work**; or
- e) **Claim** or action by or for any governmental authority for **Compensatory Damages** that result from the performance of **Mold, other Fungi or Bacteria Work**.

This exclusion does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** that results from **Mold, other Fungi or Bacteria Work** which is on or part of any of the **Insured's Products** that are intended to be consumed by the public.

E. NUCLEAR ENERGY LIABILITY:

- a) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- b) any liability with respect to which an **Insured** under this insurance 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 insurance but for its termination upon exhaustion of its limit of liability;
- c) any liability 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 the **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**;
- 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**.

F. PUNITIVE AWARDS OR DAMAGES

Awards or damages of a punitive or exemplary nature whether in the form of fines penalties multiplication of compensatory awards or damages or in any other form whatsoever unless specifically endorsed hereon to the contrary

G. SEEPAGE, POLLUTION AND CONTAMINATION

1.1 liability:

- a) Directly or indirectly caused by seepage, pollution or contamination provided always that this paragraph a) shall not apply to liability where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Policy Period**;
- b) For the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden unintended and unexpected happening during the **Policy Period**;
- c) For punitive or exemplary damages in relation to a) & b) above

Provided that the foregoing shall not exclude contamination of the atmosphere, water or land arising out of:

- i) The application of pesticide chemicals or other chemicals applied in the usual course of the **Insured's** operations where such chemicals are applied by a manual or mechanical conveyance operating on land where the **Insured** is licensed to perform such operations;
- ii) Sewer back-up or the breaching of water reservoirs;
- iii) Escape of water from a municipal waterline; or

Furthermore where the **Insured's** operations include the supply of water to the public, any liability for damage arising out of such contaminated water shall not be excluded by the terms of this exclusion

- 1.2 In respect of the liability of the **Insured** arising under lawsuits brought in or subject to the jurisdiction of any court of Law in the United States of America its territories or possessions and its judgments or orders obtained in the aforesaid Courts for enforcement in any other Court of Law whether by way of reciprocal agreement conventions or otherwise:

This insurance does not apply to:

- i. liability arising out of the actual or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere in the world;
- ii. Any loss, cost or expense arising out of any direction by any other governmental body or request that Insurers, the **Insured** or any other person or organisation test for, monitor, clean-up, remove, contain, treat, detoxify, neutralise or assess the effects of **Pollutants**; or
- iii. Any loss, cost or expense including but not limited to costs of investigation or attorney's fees, incurred by a governmental unit or any other person or organisation to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralise **Pollutants**.

However, this exclusion does not apply to **Bodily Injury, Property Damage or Personal Injury** arising out of:

Any discharge, dispersal, seepage, migration, release or escape of **Pollutants** that meets all of the following conditions:

- a. It was accidental and neither expected nor intended by the Named Insured. This condition would not serve to deny coverage for a specific incident where such discharge, dispersal, seepage, migration, release or escape of **Pollutants** was a result of an attempt by the **Insured** to mitigate or avoid a situation where substantial third party **Bodily Injury, Property Damage or Personal Injury** could occur; and
- b. It was demonstrable as having commenced on a specific date during the term of this Insurance; and
- c. Its commencement became known to the Named Insured within (7) seven calendar days and was further reported to the Risk Management Department of the Named Insured within a reasonable time frame; and
- d. Its commencement was reported in writing to Insurers within (40) forty calendar days of becoming known to the Named Insureds Risk Management Department; and
- e. Reasonable effort was expended by the Named Insured to terminate the situation as soon as conditions permitted.

However, nothing contained in this provision 2. shall operate to provide any coverage with respect to:

- a. Any site or location principally used by the **Insured**, or by others on the **Insured's** behalf, for the handling, storage, disposal, dumping, processing or treatment of waste materials;
- b. Any fines or penalties;
- c. Acid rain;
- d. Clean up, removal, containment, treatment, detoxification or neutralisation of **Pollutants** situated on premises the **Insured** owns, rents, or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**;



## H. WAR RISKS:

Liability due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

## 5.2 APPLICABLE TO ANY LIABILITY ARISING OUT OF BODILY INJURY AND PROPERTY DAMAGE LIABILITY (EXCEPT IN RESPECT OF INSURING AGREEMENT I VOLUNTARY WORKERS COMPENSATION)

This insurance does not apply to:

## A. AIRCRAFT

- (i) **Bodily Injury** or **Property Damage** arising out of the ownership, use, maintenance, loading, unloading or operation, by or on behalf of any **Insured** of any aircraft or any air cushion vehicle.
- (ii) **Bodily Injury** or **Property Damage** arising out of the ownership, existence, use or operation 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.

## B. AUTOMOBILE

**Bodily Injury** or **Property Damage** arising out of the ownership, use or operation by or on behalf of the **Insured** of any **Automobile** which would require to be insured under a motor vehicle liability policy by law. This exclusion does not apply to:

- (i) equipment which may be required to carry a special license but which, if insured, is not required by law to be insured under a motor vehicle liability policy;
- (ii) **Bodily Injury** to an employee of the **Insured** arising out of and in the course of employment by the **Insured** or performing duties related to the conduct of the **Insured's** operations;
- (iii) machinery or apparatus, including its equipment mounted on or attached to an **Automobile**, while such machinery or apparatus is in actual use or operation and provided that the use or operation of such machinery or apparatus is not insured at the time under a motor vehicle liability policy.

## C. CARE, CUSTODY, CONTROL

**Property Damage** to:

- (i) property owned or occupied by or rented to the **Insured**; property held by the **Insured** for sale; or property entrusted to the **Insured** for storage or safekeeping;
- (ii) property while on premises owned by or rented to the **Insured** for the purpose of having operations performed on such property by or on behalf of the **Insured**;
- (iii) tools or equipment while being used by the **Insured** in performing the **Insureds** operations;
- (iv) property in the custody of the **Insured** which is to be installed, erected or used in construction by the **Insured**;
- (v) that particular part of any property, not on premises owned by or rented to the **Insured**:
  - (a) upon which operations are being performed by or on behalf of the **Insured**

at the time of the damage thereto or destruction thereof, arising out of such operations; or

- (b) out of which any damage or destruction arises; or
  - (c) the restoration, repair or replacement of which has been made necessary by reason of faulty workmanship thereon by or on behalf of the **Insured**;
- (vi) the particular part of the **Insured's Products** out of which an **Occurrence** arises;
- (vii) in respects to products and completed operations, that particular part of work performed by the **Insured** out of which an **Occurrence** arises due to faulty workmanship. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on behalf of the **Insured** by a sub-contractor.

Subsections (ii), (iii), and (iv) of this exclusion shall not apply to liability assumed under a sidetrack agreement, a crossing agreement, a right of way, or other like privileges pertaining to railway property or the use of elevators or escalators at premises owned, rented or controlled by the **Insured**, or liability assumed under any easement agreement or agreement required by a Municipal by-law.

This Exclusion shall not apply to property deemed to be temporarily owned by or in the care, custody or control of the **Insured** due to non-payment of municipal taxes or due to any other legal authority of the **Insured**.

#### D. CONTRACTUAL

**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**:

- (i) assumed in a contract or agreement that is an **Insured Contract**, or
- (ii) that the **Insured** would have in the absence of the contract or agreement.

#### E. FAILURE TO PERFORM

**Claims** for loss of use of tangible property which has not been physically injured or destroyed, resulting from:

- (i) a delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement; or
- (ii) the failure of the **Insured's Product** or work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**.

This exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Insured's Products** or work performed by or on behalf of the **Insured** after such **Products** or work have been put to use by any person or organization other than an **Insured**.

#### F. INTENTIONAL ACTS

**Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to:

- (i) **Bodily Injury or Property Damage** resulting from the use of reasonable force to protect persons or property; or
- (ii) any **Insured** who neither sanctioned, nor was a party to the causing of the **Bodily Injury or Property Damage**.

G. PRODUCTS RECALL

Any loss, cost or expense incurred by the **Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (i) the **Insured's Product**; or
- (ii) the **Insured's work**;

if such **Product** or **Insured's work** 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.

H. PROFESSIONAL

Any liability by any architect or engineer services for which a fee is tendered for compensation or remuneration for such services outside the scope of the **Insured's** regular operations.

This exclusion shall not apply to the provision of the **Insured's** normal operations including, but not limited to, granting development, construction or occupancy permits, checking construction plans or making construction inspections;

I. SEXUAL ABUSE

To liability arising out of **Sexual Abuse**.

J. WATERCRAFT

**Bodily Injury or Property Damage** arising out of the ownership, use, maintenance, loading, unloading or operation by or on behalf of the **Insured** of any watercraft over 500 tons gross registry, other than the **Insured's** liability for watercraft chartered by, used by or on behalf of the **Insured** and used in connection with operations usual or incidental to the **Insured's** business where the **Insured** do not own or operate the watercraft, or watercraft while ashore on premises the **Insured** owns or rents.

This exclusion shall not apply to **Bodily Injury** sustained by any employees of the **Insured** while acting on behalf of the **Insured**

K. WORKERS COMPENSATION

The liability imposed upon or assumed by the **Insured** under any workers' compensation statute or for an assessment by any workers' compensation board, unemployment compensation or disability benefits law except, however, this exclusion shall not apply to **Claims** arising out of the legal liability imposed upon the **Insured** at common law, or as extended by statute, for injuries to employees of the **Insured**, nor shall this exclusion apply to **Claims** arising out of any liability assumed by the **Insured** under contract.

5.3 APPLICABLE TO INSURING AGREEMENT B: PERSONAL INJURY AND ADVERTISING INJURY

This insurance does not apply to:

A. PERSONAL INJURY AND ADVERTISING INJURY SPECIFIC EXCLUSIONS

1) **Personal Injury or Advertising Injury:**

- (i) arising out of oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity, however, this exclusion shall not apply to an **Insured** who neither sanctioned nor had knowledge nor was a party to this;
- (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**;
- (iv) for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for **Compensatory Damages** that the **Insured** would have in the absence of the contract or agreement; or
- (v) arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

2) **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 offense committed by an **Insured** whose full time business is advertising, broadcasting, publishing or telecasting.

5.4 APPLICABLE TO INSURING AGREEMENT C: TENANTS' LEGAL LIABILITY

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 **Compensatory Damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **Compensatory Damages** that the **Insured** would have in the absence of the contract or agreement;
- c) **Property Damage** for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.

5.5 APPLICABLE TO INSURING AGREEMENT D: INCIDENTAL MEDICAL MALPRACTICE LIABILITY

This insurance does not apply to:

- (1) any expenses incurred by the **Insured** for emergency medical and surgical relief to others the **Insured** deems necessary following an accident;
- (2) Claims covered under a more specific medical malpractice insurance policy;

#### 5.6 APPLICABLE TO INSURING AGREEMENT E: MARINA OPERATORS LEGAL LIABILITY

This insurance does not apply to:

- (a) loss of or damage to property owned by or leased to the **Insured** or held on consignment or held for sale;
- (b) loss or damage caused by or resulting from exceeding the registered or rated lifting capacity of any lift device, marine railway or drydock;
- (c) loss or damage caused by any vessel or craft owned by or chartered by the **Insured** or held on consignment or held for sale;
- (d) wrongful conversion or infidelity of the **Insured** or employees of the **Insured**;
- (e) demurrage loss of time, loss of charter and/or similar and/or substituted expense;

#### 5.7 APPLICABLE TO INSURING AGREEMENT F: FIREFIGHTING EXPENSES

This insurance does not apply to:

- (a) **Firefighting Expenses** of the **Insured** or agents;
- (b) **Firefighting Expenses** of contractors or sub-contractors engaged by the **Insured** at the time loss first occurs;
- (c) Expenses, fines or penalties for which the **Insured** is liable by reason of failure to comply with any statute, permit, rule or regulation;
- (d) Liability assumed by the **Insured** under the contract or agreement, except liability of the **Insured** that would have existed in the absence of such contract or agreement;
- (e) Any action brought against any of the **Insureds** by any other **Insured** or **Insureds** under this policy in respect to the recovery of **Firefighting Expenses**;
- (f) **Firefighting Expenses** of others on behalf of the **Insured** where more specific coverage has been purchased and is available to the **Insured**;

#### 5.8 APPLICABLE TO INSURING AGREEMENT H: VOLUNTARY MEDICAL PAYMENTS

This insurance does not apply to 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 owned or rented by the **Insured** 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) The payment of which is prohibited by law;
- f) Included within the **Products-Completed Operations Hazard**;
- g) Excluded under Insuring Agreement A.

#### 5.9 APPLICABLE TO INSURING AGREEMENT J: EMPLOYEE BENEFITS PROGRAMS ERRORS AND OMISSIONS LIABILITY

This insurance does not apply to:

- a) Any proven dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
- b) **Bodily Injury or Property Damage**;
- c) Any **Claim** arising out of the failure or performance by any insurer of any Employee Benefits Program;
- d) Any claim based upon the **Insured's** failure to comply with the requirements of any workers' compensation, unemployment insurance or government pension plan laws or any similar laws;
- e) Any **Claims** based upon:
  - (i) Failure of stock to perform as represented by the **Insured**;
  - (ii) Advice given by an **Insured** to an employee to participate or not to participate in stock subscription plans; or
  - (ii) Any actual or alleged violation of responsibilities, duties or obligations imposed by the Pension Benefits Standards Act (Canada), the Employee Retirement Income Security Act (United States) or any similar provisions of any federal, provincial, territorial, state or local statutory law or common law governing any pension, profit sharing, or other employee benefits plan of the **Insured**.

## 6. GENERAL CONDITIONS

### 6.1 ACTION AGAINST INSURER:

No action shall lie against the Insurer unless, as a condition precedent thereto, the **Insured** shall have fully complied with all 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. The Insurer 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 Liability. 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.

### 6.2 ASSISTANCE AND CO-OPERATION OF THE INSURED:

Whenever required by the Insurer, the **Insured** shall aid in securing information, evidence, obtaining witnesses, and cooperate with the Insurer in all matters which the Insurer may deem necessary in the defense of any **Claim**, action or appeal of any judgement which is or is likely to be the subject of indemnity under this insurance.

The **Insured** shall not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such emergency medical and surgical relief to others the Insured deems necessary following an **Occurrence**.

### 6.3 ASSIGNMENT:

No **Claim** or interest in this insurance may be assigned or transferred and no person except a legally appointed Receiver of the property of the **Insured** shall acquire any rights against the Insurer by virtue of this insurance without the express consent of the Insurer.

### 6.4 BREACH OF CONDITIONS:

Any act or omission on the part of one or another of the **Insureds** under this policy shall not prejudice the rights or interests of any other **Insured**.

### 6.5 CANCELLATION:

This policy may be cancelled at any time at the request of the first Named **Insured** shown in the Declarations subject to the Standard Short Rate Table.

This policy may be cancelled at any time by the Insurer giving to the first Named **Insured** shown in the Declarations a hundred and twenty (120) days' notice, of cancellation by registered mail. The notice period follows the receipt of the registered letter at the post office to which it is addressed. The Insurer shall refund the excess of paid premium above the pro rata premium for the time the policy has been in force as soon as the amount of same has been ascertained.

For additional **Insureds** shown on certificates of insurance, the Insurer will provide notice of such cancellation according to the provisions of such certificates.

In this condition the expression "paid premium" means premium actually paid by the **Insured** to the Insurer or its agent and does not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the **Insured**. The expression "registered" shall mean registered within or without Canada.

Any written notice to the Insurer may be delivered at or sent by registered mail to the chief agency or

head office of the Insurer in Canada. Written notice may be given to the first Named **Insured** shown in the Declarations by registered letter addressed to them at their last post office address notified to the Insurer or, where no address is notified and the address is not known, addressed to them at the post office of the agency, if any, from which the application was received.

In all provinces and territories other than Quebec, if notice is mailed, termination takes effect as stated above after receipt of the letter by the post office to which it is addressed. Proof of mailing will be sufficient proof of notice.

In Quebec, termination takes effect the number of days specified above after receipt of the notice at the last known address of the first Named **Insured**.

In the event of cancellation due to non-payment of premium, the cancellation provisions will be Fifteen (15) days notice.

#### 6.6 CLAIM CONTROL:

The Insurer shall at any time be entitled but not obliged to control or take over the conduct of the investigation, defense and settlement of any action, **Claim** or proceeding against the **Insured** which is or is likely to be the subject of indemnity under this insurance.

If the Insurer considers that a **Claim** made against the **Insured** should not be contested then the Insurer shall be entitled at any time to give an undertaking to the **Insured** to indemnify them for a sum equivalent to the Limit of Liability in this policy or such lesser sum as would have been payable under this insurance had the **Claim** been settled at that time. Thereupon the Insurer shall relinquish any control or conduct of the investigation or defense of the **Claim** and shall thereafter have no further liability in respect of the **Claim** for costs, charges or expenses incurred subsequent to the giving of the undertaking.

#### 6.7 CURRENCY:

All dollar amounts used herein are in Canadian Currency and premiums shall be paid and all losses adjusted and paid in Canadian Currency.

#### 6.8 CONTRA PROFERENTEM:

The language of this policy shall be considered the language of the Insurer.

#### 6.9 CROSS LIABILITY:

The insurance afforded by this policy shall apply to any action brought against any of the **Insured's** by any other **Insured** in the same manner as though separate policies were issued to each.

#### 6.10 DECLARATIONS:

By acceptance of this policy the **Insured** agrees that the statements in the Declarations are the **Insureds** agreements and representation, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Insured** and the Insurer or any of its agents relating to this policy.

#### 6.11 INSPECTION AND AUDIT:

The Insurer shall be permitted to inspect the **Insured** premises, operations and elevators and to examine and audit the **Insured's** books and records at any time during the **policy period** and any extension thereto and within three (3) years after the final termination of this policy, as far as they relate to the premium basis or the subject matter of this insurance. Neither the Insurer's right to make inspections nor the making thereof, nor any report thereon, shall constitute an undertaking on



behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe.

6.12 IN REM:

Coverage provided by this policy shall not be denied solely on the basis that the **Claim** or action brought against the **Insured** is based upon an *in rem* proceeding.

An action *in rem* shall be considered an action *in personam*.

6.13 INSURANCE CHANGES:

The first Named **Insured** shown in the Declarations is authorized to agree to changes in the terms of this policy.

No provision or condition of this policy shall be waived or altered except by endorsement attached hereto and duly signed by the Insurer or its authorized representative.

6.14 NOTICE OF CLAIM OR ACTION:

If a **Claim** is made or action is brought against the **Insured**, the **Insured** shall forward to the Insurer or any of its authorized agents as soon as practicable every demand, notice, summons or other process received by the **Insured's** Risk Manager or person of similar stature.

A **Claim** will have deemed to have been made when notice of such **Claim** is received and recorded by any Insured or by the Insurer, whichever comes first.

6.15 NOTICE OF OCCURRENCE:

In the event of any **Occurrence** likely to give rise to a **Claim** hereunder written notice thereof shall be given by or on behalf of the **Insured** to the Insurer or any of its authorized agents as soon as practical after notice thereof has been received by the **Insured's** Risk Manager or person in other designated position notified to the Insurer. Such notice shall contain reasonably obtainable information respecting the time, place and circumstances of the **Occurrence**, the names and addresses of the injured and of available witnesses.

6.16 OTHER INSURANCE:

The insurance afforded by this Policy shall apply in excess of, and will not contribute with, any other valid and collectible insurance available to the **Insured** by virtue of being included as an **Insured** under insurance provided by others whether such insurance is stated to be primary, contributory, excess, contingent or otherwise unless such insurance is specifically written to apply excess of this insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, contributory, excess, contingent or otherwise, the Insurer shall not be liable under this Policy for a greater proportion of the loss than is 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 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, the 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.

Notwithstanding the above the Insurer agrees collection in full of the amount of loss which would otherwise have been recoverable hereunder and agrees to advance the amount of loss as a loan, without interest, repayable only in the event of and to the extent of recovery from such other insurance.

In the event that the Insured has in force a separate, specific, environmental liability policy it is not deemed as more specific hereto and cover under said policy shall apply in excess of and with difference in conditions cover to this Policy

6.17 PREMIUM:

The first Named **Insured** shown in the Declarations:

- a) is responsible for the payment of all premiums;
- b) will be the payee for any return premiums from the Insurer.

6.18 RECORDS:

The **Insured** shall keep complete and accurate records of all gross charges for operations covered in this policy and shall make these records available to the Insurer on request.

6.19 RECOVERY:

Where a recovery is sought and obtained from any third party, the **Insured** shall participate in the proportion which the Policy self-insured retention bears toward the total sum claimed against the third party and the Insurer shall participate on a like basis so far as the insured proportion of such a **Claim** is concerned. Costs or other legal expenses shall be apportioned in a like manner.

6.20 SETTLEMENT:

It is expressly understood that no liability shall attach under this insurance until the liability of the **Insured** has been determined by a final judgment against the Insured or by agreement between the Insured and the Third Party Claimant with the written consent of the Insurer.

6.21 SEVERABILITY OF INTERESTS:

Where there is more than one **Insured** nothing herein shall operate to increase the Insurer's liability, as set forth elsewhere in this policy, beyond the amount or amounts for which the Insurer would be liable if there had been only one **Insured**.

6.22 SUBROGATION:

The Insurer shall be subrogated to the extent of any payment under this policy to all the **Insured's** rights of recovery therefore against any person or organization, and the **Insured** shall execute all papers required and shall do everything necessary to secure such rights. However, the insurance granted under this policy shall not be prejudiced in the event the **Insured** is unable to subrogate such rights to the Insurer and further the Insurer shall have no right to subrogation against any **Insured** hereunder, nor against any person or organization in respect of which the **Insured** has assumed liability or waived subrogation under any contract or agreement.

## 6.23 SUE AND LABOUR:

In the case of any loss or misfortune, it shall be lawful and necessary for the **Insured**, their factors, servants and assigns to sue, labour and travel for in and about the defense, safeguard and recovery of the said property or any part thereof, without prejudice to this insurance, the charges whereof the Insurer will pay their proportion as provided herein. Provided always that the amount recoverable hereunder shall not exceed the Limit of Liability in this policy. It is specifically understood and agreed that no act of the Insurer or the **Insured** in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

## 6.24 TERMS OF POLICY CONFORMED TO STATUTE:

Terms of this policy which are in conflict with the statutes of the province or territory wherein this policy is issued are hereby amended to conform to such statutes. It is warranted that the coverage provided hereunder is not less broad than that called for under any applicable act, statute of government or regulations thereunder.

## 6.25 CLAIMS MADE COVERAGE CONDITIONS

1. If the Insurer cancels or refuses to renew this policy for reasons other than non-payment of the premiums due hereunder, the **Insured(s)** shall have the right within forty-five (45) days of the effective date of the cancellation or expiry of this policy and upon payment of five percent (5%) of the **Inception Premium** of this policy, to an extension of all claims made coverage's granted by this policy and attached endorsements for **Claims** made against the **Insured** during the period of two (2) years after the effective date of such cancellation or non-renewal. One single payment will extend all coverage's provided under the claims made Insuring Agreements in this policy and attached endorsements. This clause shall not increase the Limits of Liability available under each Insuring Agreement or endorsement.
2. The Insurer shall not be liable to make any payment in connection with any **Claim** made against any **Insured**: based upon, arising out of relating to, directly or indirectly resulting from or in consequence of, or in any way involving any prior and/or pending civil, criminal, administrative or investigative proceeding involving the **Insured** and known to the **Insured** as of the Retroactive Date stated herein, or any fact, circumstances or situation underlying or alleged in such prior or pending proceeding.

## 7. DEFINITIONS

As used in this policy:

A. ABDUCTION (*applies to Endorsement CAL, if attached*):

**Abduction** means the wrongful and illegal seizure of a **Child**, by someone other than **Parent(s)**, or an agent thereof, from the **Insureds** premises without a demand for a ransom.

B. ADMINISTRATION

**Administration** means:

- (i) Giving counsel to employees with respect to the **Employee Benefits Programs**;
- (ii) Interpreting **Employee Benefits Programs**;

- (iii) Handling of records in connection with **Employee Benefits Programs**;
- (iv) Effecting enrollment, modification, termination or cancellation of **Employee Benefits Programs**.

C. ADVERTISING INJURY:

**Advertising Injury** means the same injurious material or act regardless of the frequency of repetition thereof or the number or kind of media used arising out of one or more of the following offences:

- a) Libel, slander or defamation;
- b) Invasion of rights of privacy;
- c) Misappropriation of advertising ideas or style of doing business;
- d) Infringement of copyright, title, trade dress or slogan;
- e) Product disparagement;
- f) Piracy;
- g) Unfair competition;
- h) Idea misappropriation; or
- i) Any of the foregoing alleged by any other name;

committed, or alleged to have been committed, in any advertisement, publicity article, broadcast, telecast or webcast and resulting from the **Insured's** advertising activities.

D. AUTOMOBILE:

**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.

E. BODILY INJURY:

**Bodily Injury** means physical injury, sickness or disease, mental suffering, mental injury, mental anguish and shock sustained by a person, including death resulting from any of these at any time.

F. CHILD(*applies to Endorsement CAL, if attached*):

**Child** means a child under the care, custody and control of the **Insured** by registration or enrolment and/or a newly born child delivered on the **Insured's** premises. A **Child** must be 16 years of age or under at the time of an abduction.

G. CLAIM:

**Claim** means any:

- (a) action, suit or regulatory proceeding served upon or issued against the Insured;
- (b) arbitration, mediation or any other form of alternative dispute resolution proceedings against the Insured;
- (c) monetary demand made upon or issued against the Insured; or
- (d) written allegation communicated to the Insured including any request for non-monetary relief.

H. COVERAGE TERRITORY:

**Coverage Territory** means anywhere in the world.

I. COVERED EVENT (*applies to Endorsement AEL, if attached*):

**Covered Event** means an act under:

- (i) dispute arising out of selling goods or the providing of services;
- (ii) disciplinary hearings;
- (iii) a provincial statute;
- (iv) tax investigations;

**Covered Event** does not mean acts falling within:

- (a) the Province or Territory Highway Traffic Act or any similar statute;
- (b) the Municipal Conflict of Interest Act (Provincial or Territorial) or any similar statute;
- (c) any disputes arising out of employment; or
- (d) any disputes arising out of Breach of Contract.

J. COMPENSATORY DAMAGES:

**Compensatory Damages** means settlements and judgments, including; provided however, **Compensatory Damages** shall not include taxes, criminal or civil fines or penalties imposed by law, or any matter which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

K. CRISIS (*applies to Endorsement CML, if attached*):

**Crisis** means an event which:

- (i) happens while this agreement is in effect;
- (ii) is unexpected;
- (iii) occurs infrequently; and

causes **Harm** to the **Insured** or their operations.

L. CRISIS MANAGEMENT SERVICES (*applies to Endorsement CML, if attached*):

**Crisis Management Services** means the actual and necessary expenses the Insured incurs to mitigate, prevent, or decrease **Harm** resulting from a **Crisis**

M. DATA / COMPUTER VIRUS

**Data / Computer Virus** means any of the pieces of computer code described below that is introduced or loaded into the memory or storage of any computer component, equipment, program or system and that destroys, alters, contaminates or degrades the integrity, quality or performance

of data or any computer application software, computer network or computer operating system and related software:

- a) Any piece of computer code that is not part of either the original program or computer code; any updates, modifications or enhancements to or customization of the original program or code; or any purchased add-ins, patches, plug-ins or other software designed to work with or enhance the original program or computer code or any of its subsequent updates, modifications or enhancements.
- b) Any piece of computer code that is part of such program, code or software but was deliberately and maliciously added to, included in or embedded into it.

N. EMPLOYEE BENEFITS PROGRAMS

**Employee Benefits Programs** includes, but is not limited to, group and optional individual life insurance, group accident or health insurance, health care spending accounts, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, social security, disability benefits insurance, medical plans, dental plans, optical plans, individual or group savings plans, travel or vacation plans, group home or automobile insurance plans, personal insurance mass merchandising plans, employee credit unions, employee trusts and any other similar plans.

O. EMPLOYMENT-RELATED PRACTICES (*applies to Endorsement AEL & EPL, if attached*):

**Employment-Related Practices** means:

- (i) violation of federation, provincial, territorial, state or local laws prohibiting employment discrimination; or
- (ii) actual or constructive termination of an employment relationship in a manner which is alleged to have been against the law or wrongful (hereafter referred to as Wrongful Dismissal);
- (iii) actual or alleged wrongful demotion, evaluation, reassignment, refusal to employ, failure to promote deprivation of a career opportunity, or discipline;
- (iv) actual or alleged negligent hiring, retention or supervision;
- (v) actual or alleged breach of an express written employment agreement;
- (vi) actual or alleged violation of any provincial Family, Medical, Vacation or Military Leave provisions
- (vii) actual or alleged misrepresentation, false imprisonment, detention or malicious prosecution in connection with an employment decision;
- (viii) actual or alleged failure to employ or promote, train, create or enforce adequate workplace or employment policies and procedures, or grant tenure or seniority.
- (ix) other employment related act, error or omission, including libel, slander, defamation, misrepresentation, failure to supervise, coercion and wrongful discipline except as defined under **Personal Injury**.

## P. FIRE FIGHTING EXPENSES

**Fire Fighting Expenses** shall mean the liability imposed upon the **Insured** by law or statute for Fire Fighting expenses incurred by any authority or any person other than the **Insured**

## Q. FISSIONABLE SUBSTANCE

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.

R. HARM (*applies to Endorsement CML, if attached*):

**Harm** means:

- (i) a disruption in the service the **Insured** provides to their customers or constituents;
- (ii) a real or imagined threat to the **Insured**;
- (iii) an impediment to the **Insured's** usual ability to withstand the pressures of daily operation;
- (iv) an unusually intense emotional reaction;
- (v) an interference in the **Insured's** ability to function during or after the **Crisis**; or
- (vi) damage or potential damage to the **Insured's** reputation

## S. INCEPTION PREMIUM:

**Inception Premium** means the dollars amount shown in the Declarations.

## T. INCIDENTAL GARAGE OPERATIONS

**Incidental Garage Operations** shall mean those incidental operations of the Insured in connection with the maintenance of **Automobiles**, and/or their accessories or equipment,

## U. INCIDENTAL MEDICAL MALPRACTICE INJURY

**Incidental Medical Malpractice Injury** means **Bodily Injury** caused by an act, error or omission in the rendering of or failure to render the following medical services during the **Policy Period**:

- (a) Medical, dental, x-ray or nursing services or treatment or the furnishing of food or beverage in connection therewith; or
- (b) The furnishing or dispensing of drugs or medical or dental supplies or appliances.

## V. INSURED:

**Insured** means:

- a) The Named **Insured** as stated in the Declarations, and any partnership, corporation, joint venture or other interest directly or indirectly owned, controlled or operated by the **Insured** or for which the Named **Insured** is responsible for arranging insurance;
- b) Any past, present or future directors, officers, stockholders, employees, members, leased or temporary workers, volunteer or gratuitous workers, partners, members, trustees, agents, representatives, or any other persons for which the Named **Insured** is responsible for arranging insurance, all while acting within the scope of their duties as such;

- c) Any partnership, corporation, joint venture or other interest which may have previously existed or be hereafter acquired or constituted over which the **Insured** exercised or exercises control or for which the Named **Insured** was or is responsible for arranging insurance;
- d) Boards, Commission and Special Purpose Bodies of the Municipalities which are either:
  - (i) established by and answerable to the Council of such Municipality; and/or;
  - (ii) where all members of such Board, Commission or Special Purpose Body are appointed by the Council of such Municipality;
- e) Any member or officer of a Council or Committee of Council, officer, director or employee of the Municipality, Board or Commission while acting on behalf of the **Insured**, or any former member or officer of a Council or Committee of Council, or former officer, director or employee of the Municipality, Board or Commission, with respect to acts performed on behalf of the **Insured** in that capacity;
- f) Other Boards, Commissions, Special Purpose Bodies, persons and/or organizations whose interests are specifically endorsed onto this Policy as an **Insured**;
- g) Any Municipality or School Authority and any persons elected to the Council of the Municipality or Board of the School Authority;
- h) Any student (or former student while under the direction of the Insured) including while participating in Work Experience Programs, student councils or acting within the scope or instructions laid down by the School Board;
- i) Further Education Counsels and/or Societies.
- j) The **Insured's** estate, heirs, legal representatives or assigns of the deceased **Insured**;
- k) Contract employees of the **Insured** while acting within their duties as such and under the terms of their contract with the **Insured**;
- l) Any person or organization while acting as the **Insured's** real estate manager;
- m) Any social or recreational clubs or associations of the employees of the **Insured** and their respective directors, officers, members and active non-members while acting on behalf of such employee club or association;
- n) Each person, firm, corporation or government body or owners of property where the terms of the agreement require the **Insured** to provide insurance on behalf of the owner, but only with respect to liability arising out of the ownership of such property;
- o) Boards, commissions, societies, associations, committees and special purpose bodies established by and answerable to the Council of such Aboriginal Band;
- p) Any persons elected to the Council of the Aboriginal Band with respect to acts performed on behalf of the **Insured**;
- q) Additional Insureds as shown on certificates of insurance, however, only with respect to the operations of the **Insured**;
- r) Any **Insured** while working on another board (as part of their duties) whether insured by this policy or not.



- s) Any physician, dentist or nurse, but only while acting on behalf of the **Insured** in connection with the **Business** and only with respect to coverage provided under **Incidental Medical Malpractice Liability**:

W. INSURED CONTRACT:

**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 another municipality as required by ordinance, except in connection with work for such municipality;
- f) An elevator maintenance agreement;
- g) Any agreement assuming the liability of others except wherein the **Insured** has assumed the liability for the negligence of their indemnity;
- h) That part of any other contract or agreement pertaining to the **Insured's** operations under which the **Insured** assumes the tort liability of another to pay **Compensatory Damages** to a third party or organization, if the contract or agreement is made prior to the **Occurrence**. Tort liability means a liability that would be imposed by law in absence of any contract or agreement.

X. INSURED'S PRODUCT:

The **Insured's Product** means:

- a) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (i) the **Insured**;
  - (ii) others trading under the **Insured's** name; or
  - (iii) a person or organization whose business or assets the **Insured** has acquired; and
- b) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

The **Insured's 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.

The **Insured's Product** does not include vending machines or other property rented to or located for the use of others but not sold.

## Y. INSURED'S WORK:

The **Insured's Work** means:

- a) work or operations performed by the **Insured** or on the **Insured's** behalf; and
- b) materials, parts or equipment furnished in connection with such work or operations.

The **Insured's 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) or b) above.

Z. JUDICIAL PROCEEDING(S) (*applies to Endorsement AEL, if attached*):

**Judicial Proceeding(s)** contained in the insuring agreements shall include administrative hearing, inquiry, inquest or similar investigation or an arbitration proceeding.

## AA. MARINA LIABILITIES

**Marina Liabilities** means, notwithstanding Exclusion C. Care Custody and Control and Exclusion I. Watercraft, the **Insureds** liability for loss or damage to private vessels or watercraft which are in the care custody and control of the Insured;

## BB. MEDICAL EXPENSES

**Medical Expenses** shall mean reasonable expenses for:

1. First aid
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

Resulting from an accident, provided however, the accident occurs

1. on premises owned or rented by the **Insured**;
2. on ways next to premises owned or rented by the **Insured**; or
3. because of the **Insured's** operations;

provided that:

1. the **Medical Expenses** are incurred and reported to the Insurer within one (1) year of the date of the accident; and
2. the injured person submits to examination, at the Insurer's expense, by physicians of the Insurer's choice as often as the Insurer reasonably requires.

The Insurer will make these payments regardless of fault.

## CC. MOLD, OTHER FUNGI OR BACTERIA

**Mold, Other Fungi or Bacteria** means:

- 1) Any type or form of mold, other fungus or bacterium; or
- 2) Any mycotoxin, spore, scent or by-product that is produced, emitted or released by such

mold, other fungus or bacterium.

DD. MOLD, OTHER FUNGI OR BACTERIA WORK

**Mold, Other Fungi or Bacteria Work** means:

- (i) The testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing of any **mold, other fungi or bacteria**; or
- (ii) The responding to or assessing in any way the effects of any **mold, other fungi or bacteria**;

EE. NUCLEAR ENERGY HAZARD

The term **Nuclear Energy Hazard** means the radioactive, toxic, explosive, or other hazardous properties of **Radioactive Material**;

FF. NUCLEAR FACILITY

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, or
  - (ii) Processing or packaging waste;
- c) Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste **Radioactive Material**;

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

GG. OCCURRENCE:

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

HH. PARENT(S) (*applies to Endorsement CAL, if attached*):

**Parent(s)** mean the legal guardian of the **Child**, including without limitation natural mother or father, or step-mother or step-father, or foster mother or foster father of the child.

II. PERSONAL INJURY:

**Personal Injury** means injury, including consequential **Bodily Injury**, arising out of one or more of the following offences:

- a) False arrest, detention or imprisonment;
- b) Malicious prosecution;
- c) Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies;
- d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e) Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f) Humiliation;
- g) Libel, slander or defamation of character;
- h) Discrimination, unless insurance therefore is prohibited by law.

JJ. POLICY PERIOD:

**Policy Period** means the period described in the Declarations, or as otherwise specified in any attached endorsement amending the inception and/or expiry date of this policy.

KK. POLLUTANTS

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

LL. PRODUCTS-COMPLETED OPERATIONS HAZARD:

- a) **Products-completed operations hazard** includes all **Bodily Injury** and **Property Damage** occurring away from premises the **Insured** owns or rents and arising out of the **Insured's Product** or the **Insured's Work** except:
  - (i) products that are still in the **Insured's** physical possession; or
  - (ii) work that has not yet been completed or abandoned.

The **Insured's Work** will be deemed completed at the earliest of the following times:

- (i) when all of the work called for in the **Insured's** contract has been completed;
- (ii) when all of the work to be done at the site has been completed if the **Insured's** 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 sub-contractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete will be treated as completed.

- b) This hazard does not include **Bodily Injury** or **Property Damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

## MM. PROPERTY DAMAGE:

**Property Damage** means:

- a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss shall be deemed to occur at the time of the physical injury that caused it; or
- b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it.

## NN. RADIOACTIVE MATERIAL

**Radioactive Material** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law, or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;

## OO. SEXUAL ABUSE:

**Sexual Abuse** means any form of contact, attention, demands, or a pattern of jokes or insults in which a person has not voluntarily consented and is threatened, coerced, harassed or forced to engage against their will constituting a sexual offence under the Criminal Code of Canada or similar statute.

## PP. VOLUNTARY COMPENSATION BENEFITS

**Voluntary Compensation Benefits** means those sums the **Insured** would pay to a **Volunteer Worker** if, while working as a volunteer for the **Insured** such **Volunteer Worker** sustains **Bodily Injury**, under circumstances which would have rendered the **Insured** liable for compensation if the injured **Volunteer Worker** and the **Insured** had been subject to a **Workers Compensation Law** with respect to such volunteer work.

For the purpose of establishing the benefits payable under this Coverage, **Volunteer Workers** are deemed to earn salary or wages equal to that earned in their normal employment subject to a maximum of fifty thousand dollars (\$50,000.00) per annum or one hundred thousand (\$100,000.00) per claim, including expenses. Those **Volunteer Workers** with no earnings shall be deemed to earn the minimum wage in the province or territory where their work is performed.

## QQ. VOLUNTEER WORKER:

**Volunteer Worker** means a person who is not the **Insured's** employee, and who donates their work and acts at the direction of and within the scope of duties determined by the **Insured**, and is not paid a fee, salary or other compensation by the **Insured** or anyone else for their work performed for the **Insured**.

## RR. WEEKLY INDEMNITY:

**Weekly indemnity** means two-thirds of the **Volunteer Worker's** weekly wage earned in their normal employment at the date of the accident, but not exceeding in any event the sum of six hundred and forty one dollars (\$641.00) per week.

SS. WRONGFUL ACT (*applies to Endorsement AEL, if attached*):

**Wrongful Act** means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, misrepresentation, omission or act in the discharge of the **Insured's** duties.

**SCHEDULE OF BENEFITS**

- ITEM 1.     **LOSS OF LIFE:**  
In the event of death of such **Volunteer Worker** resulting from such **Bodily Injury** within a period of twenty-six (26) weeks after the date of the accident the Insurer will pay:
- (a) to dependents of the **Volunteer Worker** who were wholly dependent upon him, an amount equal to one hundred (100) times the **Weekly Indemnity** in addition to the benefits provided under Item 2 up to the date of death; and
  - (b) the actual funeral expenses for the **Volunteer Worker**, but not exceeding in any event the sum of ten thousand dollars (\$10,000.00).
- ITEM 2.     **TEMPORARY TOTAL DISABILITY:**  
If such **Bodily Injury** shall, within fourteen (14) days from the date of the accident totally and continuously disable the **Volunteer Worker** and prevent him from performing any and every duty pertaining to his occupation or employment the Insurer will pay **Weekly Indemnity** for the period of such disability, or for twenty six (26) weeks, whichever is the lesser. Provided, however, that if the period of such disability is less than six (6) weeks, no benefit under this Item 2 shall be payable for the first seven (7) days of such disability.
- ITEM 3.     **PERMANENT TOTAL DISABILITY:**  
If within twenty six (26) weeks from the date of the accident and as a direct result of such **Bodily Injury**, the **Volunteer Worker** shall be deemed permanently and totally disabled by medical evidence satisfactory to the Insurer, the Insurer will pay, in addition to the benefits provided under Item 2, **Weekly Indemnity** for a further period of one hundred (100) weeks.
- ITEM 4.     **DISMEMBERMENT BENEFITS:**  
If such **Bodily Injury** shall within twenty six (26) weeks from the date of the accident result in the **Volunteer Worker** sustaining any one or more of the incapacities listed hereinafter in the Schedule of Incapacities the Insurer will pay **Weekly Indemnity** for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Item 2 but in no event shall it be payable in addition to the benefits provided by Items 1 and 3. The total amount payable under this Item 4 for one or more incapacities shall not exceed one hundred (100) times the **Weekly Indemnity**.
- ITEM 5.     **MEDICAL EXPENSES:**  
If such **Bodily Injury** shall necessitate medical or surgical treatment or confinement to hospital, the Insurer will pay IN ADDITION TO ALL OTHER BENEFITS provided by this Coverage:
- (a) the cost of the necessary medical, surgical, pharmaceutical and hospital services (excluding all services available under any hospital insurance act or statute) in accordance with the scale of charges provided by the workers' compensation act of the province or territory in which the accident occurred, not to exceed in all, in any event, the sum of ten thousand dollars (\$10,000.00) during a period not exceeding twenty six (26) weeks from the date of the accident; and in addition; and
  - (b) The cost of supplying or the reasonable renewing of prosthetic or orthopaedic appliances as may be necessary for a period not exceeding fifty two (52) weeks from the date of the accident.

**SCHEDULE OF INCAPACITIES**

LOSS OR TOTAL IRRECOVERABLE LOSS OF USE OF:

<b><u>DIVISION A</u></b>		<b><u>No. of Weeks</u></b>
1.	Arm:	
	(a) At or above elbow .....	100
	or	
	(b) Below elbow .....	80
2.	Hand:	
	(a) At wrist .....	80
3.	Fingers:	
	(a)* Thumb:	
	(i) At or above the second phalangeal joint .....	25
	or	
	(ii) Below the second phalangeal joint, involving a portion of the second phalange.....	18
	(b)* Index Finger:	
	(i) At or above the second phalangeal joint.....	25
	or	
	(ii) At or above the third phalangeal joint.....	18
	or	
	(iii) Below the third phalangeal joint, involving a portion of the third phalange.....	12
	(c)* Any other finger:	
	(i) At or above the second phalangeal joint.....	15
	or	
	(ii) At or above the third phalangeal joint .....	8
	or	
	(iii) Below the third phalangeal joint, involving a portion of the third phalange. ....	5

**NOTE:**

For a combination of two or more of the incapacities marked with a \* the total amount payable under this division shall not exceed eighty (80) times the **Weekly Indemnity**.

<b>DIVISION B</b>			<b>No. of Weeks</b>
1.	Leg:		
	(a)	At or above knee .....	100
		or	
	(b)	Below knee .....	75
2.	Foot:		
	(a)	At ankle .....	75
3.	Toes:		
	(a)**	Great toe:	
		(i) At or above the second phalangeal joint.....	15
		or	
		(ii) Below the second phalangeal joint, involving a portion of the second phalange.....	8
	(b)**	Any other toe:	
		(i) At or above the second phalangeal joint.....	10
		or	
		(ii) At or above the third phalangeal joint.....	5
		or	
		(iii) Below the third phalangeal joint, involving a portion of the third phalange.....	3

NOTE: For a combination of two or more of the incapacities marked with a \*\* the total amount payable under this division shall not exceed thirty five (35) times the **Weekly Indemnity**.

<b>DIVISION C</b>			<b>No. of Weeks</b>
1.	Eyes:		
	(a)	One eye .....	50
		or	
	(b)	Both eyes .....	100

<b>DIVISION D</b>			<b>No. of Weeks</b>
2.	Ears:		
	(a)	Hearing of one ear .....	25
		or	
	(b)	Hearing of both ears .....	100

With respect to this Coverage only the Common Exclusions stated elsewhere in this policy are deleted.



**Endorsement No. AE1****ADMINISTRATIVE ERRORS AND OMISSIONS LIABILITY**

**THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS WRITTEN ON A CLAIMS-MADE BASIS AND COVERS ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD. PLEASE READ THE COVERAGE TERMS AND CONDITIONS CAREFULLY.**

**ADMINISTRATIVE ERRORS AND OMISSIONS LIABILITY****SUBJECT TO THE CLAIMS MADE COVERAGE CONDITIONS**

## 1. INSURING AGREEMENTS:

A. **Wrongful Acts**

The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **Compensatory Damages** on account of any **Claim** made against the **Insured** caused by a **Wrongful Act** on or after the Retroactive date (if any) shown in the Declarations page.

B. **Legal Expenses**

In accordance with the SUPPLEMENTARY PAYMENTS of this Policy the Insurer shall:

- (a) pay any expenses, legal fees and necessary litigation expenses incurred by the Insured as a result of any **Wrongful Act**.
- (b) reimburse the **Insured** for any expenses, legal fees and necessary litigation expenses incurred by the **Insured** in defending any **Wrongful Act** or **Claim** made against them for any **Wrongful Act** for which coverage does not exist under this endorsement, provided that such **Claim** is subsequently found groundless by a court of law or an arbitration proceeding previously approved by the Insurer;
- (c) reimburse the **Insured** for any expenses, legal fees and necessary litigation expenses incurred by the **Insured** in defending any quasi-criminal proceeding instituted against the **Insured** pursuant to the Environmental Protection and Enhancement Act (Provincial or Territorial), the Occupational Health and Safety Act (Provincial or Territorial) or any similar federal, provincial, territorial, state or local laws, provided that such **Claim** is subsequently found groundless by a court of law or an arbitration proceeding previously approved by the Insurer;

C. **Covered Event**

The Insurer will indemnify the **Insured** for costs actually and necessarily incurred by the **Insured** to obtain legal representation or legal advice in connection with charges laid against the **Insured** alleging an offence under a **Covered Event**, but only:

- i) if the charges or **Judicial Proceeding** result from conduct of the **Insured's** duties by or on behalf of the **Insured**; and
- ii) where the charges have been laid against the **Insured** while this coverage is in effect; and
- iii) proceedings related to the charges begin while this coverage is in effect; and
- iv) where the **Insured** is not found guilty of, or does not plead guilty or no contest to, the charges laid.

However, the Insurer will not pay **Compensatory Damages**, fines, penalties or any other costs associated with such charges.

D. **Conflict of Interest Act**

In accordance with the SUPPLEMENTARY PAYMENTS of this Policy the Insurer shall pay all expenses, legal fees and necessary litigation expenses to defend charges laid against the **Insured** alleging an offence under any conflict of interest act, but only if:

- i) the charges result from conduct of the **Insured's** duties by or for the **Insured**;
- ii) the charges are first laid against the **Insured** while this coverage is in effect;
- iii) the **Insured** notifies the Insurer within ninety (90) days of receipt of official notice that charges have been laid; and
- iv) the **Insured** is not found guilty of, or does not plead guilty or no contest to, the charges laid.

However, the Insurer will not pay **Compensatory Damages**, fines, penalties or any other costs associated with such charges.

2. **LIMIT(S) OF LIABILITY:**

The Limits of Liability are inclusive of the SUPPLEMENTARY PAYMENTS Section of this policy.

Insuring Agreements (A) - (B)	\$1,000,000 as stated in the Declarations
Insuring Agreements (C)	\$1,000,000 as stated in the Declarations
Insuring Agreements (D)	\$1,000,000 as stated in the Declarations

3. **SELF-INSURED RETENTION:**

\$500 as stated in the declarations.

4. **EXCLUSIONS:**

This insurance does not apply to:

- a) fines or penalties;
- b) i) **Claims** arising out of or attributable to the committing in fact of any criminal, fraudulent or dishonest act or any knowingly willful violation of any statute;
- ii) **Claims** based upon or attributable to the **Insured** gaining any profit, advantage or remuneration to which the **Insured** was not legally entitled. This exclusion shall only apply if it is finally adjudicated that such conduct in fact occurred;

provided however, exclusions 4. b) i) and ii) above shall not apply to any **Insured** who is neither the author of nor an accomplice to such conduct;

- c) **Claims** arising out of the provision of legal advice by any employed lawyer of the **Insured** to others for a fee, provided however, this exclusion shall not apply to services normally provided in the course of their employment;
- d) **Claims** arising out of an alleged Wrongful Dismissal of an employee

In addition those Exclusions Applicable to Insuring Agreement J: Employee Benefits Programs Errors and Omissions Liability shall apply

6. CONDITIONS

A. REINSTATEMENT OF LIMIT:

It is hereby noted and agreed that if during the **Policy Period** any **Claim** or loss or any circumstances which may give rise to a **Claim** or loss are notified to Underwriters this Insurance shall be reinstated for such amount, if any, as may be ultimately paid by Insurers in respect of such **Claim** or loss, so as to remain in force during the **Policy Period** for the Limit of Liability stated in the Declarations.

Provided always that

- (i) the maximum amount of Underwriters' liability in respect of each **Claim** or loss shall not exceed the Limit of Liability stated in the Declarations.
- (ii) the total amount of Underwriters' liability during the **Policy Period** shall not exceed a sum equal to twice the Limit of Liability stated in the Declarations.
- (iii) such reinstated Limit of Liability shall only apply after exhaustion of any insurances purchased in excess of this Insurance.

**Endorsement No. ALL****AUTOMOBILE LEGAL LIABILITY**

Attaching to and forming part of this Endorsement:

- NON OWNED AUTOMOBILE PROVISIONS:
  - S.P.F. NO. 6 STANDARD AUTOMOBILE INSURANCE POLICY (NON-OWNED FORM)
  - LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES ENDORSEMENT
  - LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES (MUTUAL AID AGREEMENTS)
  - S.E.F. No. 96 CONTRACTUAL LIABILITY ENDORSEMENT
  - S.E.F. No. 99 EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

Any reference to 'Policy' in the above Endorsements shall be deemed to mean S.P.F. NO. 6 STANDARD AUTOMOBILE INSURANCE POLICY (NON-OWNED FORM)

**STANDARD NON-OWNED AUTOMOBILE EXTENSION (S.P.F.6)****NON-OWNED AUTOMOBILE COVERAGE****INSURING AGREEMENT**

In consideration of the payment of the premium and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated, 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:
  - (i) by any workmen's compensation law; or
  - (ii) by any law for Personal 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

\* Not applicable in the Province of Ontario.

- (c) for any liability assumed by any person insured by this Policy voluntarily under any contract or agreement except a written contract or agreement; or
- (d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Policy or to any property owned or rented by, or in the care, custody or control of any such person; or
- (e) for any amount in excess of the limit stated in the Declarations, and expenditures provided for in the Additional Agreements of this Policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.
- (f) for any liability to operations of the Insured in the United States of America, its territories or possessions, but this exclusion does not apply to employees of the Insured's Canadian operations travelling on business in the United States of America, its territories or possessions.

**ADDITIONAL AGREEMENTS OF INSURER**

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

- (1) Upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this Policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- (2) to defend in the name and on behalf of any person insured by this Policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and

- (3) to pay all costs taxed against any person insured by this Policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- (4) in case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- (5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in the Declarations of this Policy; 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 or incidental personal use in connection therewith, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured or leased in the name of any partner, officer or employee of the Insured for use on the Insured's behalf including personal use in connection therewith 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.

##### 3. HIRED AUTOMOBILES DEFINED

The term "Hired Automobiles" as used in this Policy means automobiles hired, leased or borrowed from others with or without drivers for periods not exceeding 30 days, used under control of the Insured in the business of the Insured 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 employees 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 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 the limits of liability stated in the Declarations.

LIMIT OF LIABILITY

The Limit of Liability under this Endorsement shall be as set forth in the Declarations.

The coverage provided by this Endorsement shall be subject to the Statutory Conditions applicable in all Provinces of Canada.

**LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES ENDORSEMENT  
(for attachment only to a Non-Owned Automobile Policy SPF No. 6)**

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is included herein.

**LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES**

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

**Subsection 1 - ALL PERILS - from all perils;**

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

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

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

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

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

**SELF-INSURED RETENTION CLAUSE**

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

**TWO OR MORE AUTOMOBILES**

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

**EXCLUSIONS**

The Insurer shall not be liable:

- (1) for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or



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

**ADDITIONAL AGREEMENT**

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

SUBSECTION	LIMITS AND AMOUNTS	TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100	ADVANCE PREMIUM
1. All Perils	\$ See Declarations (exclusive of interests and costs) any one accident  \$ Self-Insured Retention				\$ Included
2. Collision or Upset	\$ (exclusive of interests and costs) any one accident  \$ Self-Insured Retention				\$

3. Comprehensive	\$	(exclusive of interests and costs) any one accident				\$
	\$	Self-Insured Retention				
4. Specified Perils	\$	(exclusive of interests and costs) any one accident				\$
	\$	Self-Insured Retention				
Minimum Retained Premium						TOTAL \$ Included

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the Non-Owned Automobile Policy to which this endorsement is attached shall have full force and effect

**LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES  
(MUTUAL AID AGREEMENTS)**

**LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES ENDORSEMENT  
(for attachment only to a Non-Owned Automobile Policy SPF No. 6)**

In consideration of the premium herein stated, it is understood and agreed that the Non-Owned Automobile Policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is included herein.

**LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES**

The Insurer agrees to indemnify the **Insured** against the liability imposed by law upon the **Insured** or assumed by him under any contract or agreement for loss or damage arising from any automobile in a mutual aid agreement, and resulting from loss or damage thereto, caused solely by:

- Subsection 1 – ALL PERILS – from all perils;**
- Subsection 2 – COLLISION OR UPSET – caused by collision with another object or by upset;**
- Subsection 3 – COMPREHENSIVE – from any peril other than by collision with another object or by upset;**

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

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

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

**SELF-INSURED RETENTION CLAUSE**

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

**TWO OR MORE AUTOMOBILES**

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

**EXCLUSIONS**

The Insurer shall not be liable:

- (1) under any subsection hereof for loss or damage:
  - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such

subsection or is caused by fire, theft or malicious mischief covered by such subsection; or

- (b) to any automobile while being used without the consent of the owner thereof; or
  - (c) caused directly or indirectly by contamination by radioactive material; or
  - (d) to contents of trailers or to rugs or robes; or
  - (e) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
  - (f) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the Non-Owned Automobile Policy to which this endorsement is attached; or
- (2) under subsections 3 (Comprehensive) and 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the **Insured**, or by any employee of the **Insured** engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless this endorsement provides insurance under subsections 1 or 2.

**ADDITIONAL AGREEMENT**

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

**LIMITS AND AMOUNTS OF SELF-INSURED RETENTION**

SUBSECTION	LIMITS AND AMOUNTS	TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100	PREMIUM
1. All Perils	\$ See Declarations (exclusive of interests and costs) any one accident  \$ Self-Insured Retention				\$ Included
2. Collision or Upset	\$ (exclusive of interests and costs) any one accident  \$ Self-Insured Retention				\$
3. Comprehensive	\$ (exclusive of interests and costs) any one accident  \$ Self-Insured Retention				\$
4. Specified Perils	\$ (exclusive of interests and costs) any one accident				\$

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	\$	Self-Insured Retention				
Minimum Retained Premium: Not applicable						

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the Non-Owned Automobile Policy to which this endorsement is attached shall have full force and effect.

**CONTRACTUAL LIABILITY EXTENSION (SEF 96)**

S.E.F. No 96 – Contractual Liability Endorsement  
(For attachment only to a Non Owned Policy S.P.F. No 6)

It is agreed that exclusion (c) of the Insuring Agreement of the Policy to which this endorsement is attached is amended to read as follows:

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

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

- (1) Any contract or agreement assuming the liability of the automobile owner,
- (2) Any contract or agreement wherein the Insured has assumed liability for the sole negligence of the indemnitee.

All other terms and conditions of this policy remain unchanged

## S.E.F. No. 99

**EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT**

(for attachment only to a Non-Owned **Automobile** Insurance Endorsement)

In consideration of the premium for which the Non-Owned Automobile Insurance Endorsement is issued, it is understood and agreed that Item 3 (**Hired Automobiles** Defined) of General Provisions of the Non-Owned **Automobile** Insurance Endorsement to which this Endorsement is attached is hereby amended to read as follows:

The term **Hired Automobiles** as used in this Endorsement means (a) **Automobiles** hired or leased from others with drivers or (b) hired or leased by the Named **Insured** from others without driver for periods not exceeding 30 days, used under the control and in the business of the **Insured** but shall not include any **Automobile** owned in whole or in part by or registered in the name of the **Insured** or any partner, officer or employee of the **Insured**.

**CANCELLATION OF POLICY No MNL000208-**

If you wish to cancel this Policy, please sign the following and return this document to your broker/agent. In consideration of a RETURN PREMIUM to be calculated as provided in the policy conditions and to be paid by the Insurer(s) to the Insured, this Policy is hereby cancelled.

\_\_\_\_\_  
**Date**

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

PAYEE, if any must discharge interest by signing this form

\_\_\_\_\_  
**Signature of Payee**



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

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

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

