

I. INSURING AGREEMENTS

1. LIABILITY COVERAGES A., B. AND C.

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

2. VOLUNTARY PAYMENT COVERAGE D.

- a. The Insurer will reimburse the "Named Insured" for voluntary payments to which this form applies. The reimbursement will be made regardless of fault. The payments must arise from an accident happening during the normal course of an Insured's business activities.
- b. The voluntary payments must be incurred and reported to the Insurer by the "Named Insured" within 12 consecutive months of the accident date.
- c. The amount the Insurer will reimburse is limited as described in IV. LIMITS OF INSURANCE.

II. COVERAGES

A. BODILY OR MENTAL INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage A. of this form applies to "bodily or mental injury" and "property damage" only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. the "bodily or mental injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - c. the "bodily or mental injury" or "property damage" occurs during the policy period.

2. EXCLUSIONS

Coverage A. does not apply to:

a. Aircraft or air cushion vehicles

"Bodily or mental injury" or "property damage" arising from the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others by or on behalf of any Insured of any aircraft or air cushion vehicle any Insured owns or which is operated by or rented or loaned to any Insured. This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured.

b. Airports or aircraft landing areas

"Bodily or mental injury" or "property damage" arising from the ownership, maintenance, operation, use or entrustment to others by or on behalf of any Insured of any real property for the purpose of an airport or aircraft landing area. This exclusion does not apply to:

- i. a retail store or restaurant located and operating within an airport terminal; or
- ii. maintenance performed by an Insured on such real property, provided:
 - (a) no Insured owns or occupies any part of such real property; and
 - (b) the maintenance is not performed in a restricted area, as defined in applicable regulations.

c. Asbestos

See exclusion III. 1. of this form.

d. Automobiles, motorized snow vehicles or vehicles used in contests

- i. "Bodily or mental injury" or "property damage" arising from the ownership, operation or use by or on behalf of any Insured of any of the following vehicles any Insured owns or which is operated by or rented or loaned to any Insured:
 - (a) any "automobile";
 - (b) any motorized snow vehicle or its trailer, unless it is:
 - (1) not an "automobile"; and
 - (2) being used in the normal course of any Insured's business; or
 - (c) any vehicle while being used in any speed or demolition contest or in any stunting activity, or in practice or preparation for such contest or activity.
- ii. Exclusion II. A. 2. d. i. applies:
 - (a) even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured; and
 - (b) regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily or mental injury" or "property damage".
- iii. Exclusion II. A. 2. d. i. does not apply to:
 - (a) "bodily or mental injury" to a "Canadian resident" "employee" of any "Named Insured";
 - (b) "bodily or mental injury" or "property damage" arising from a defective condition in or improper maintenance of an "automobile" owned by any Insured while leased to a person or organization that is not an Insured for 30 days or more, provided the lessee is contractually required to insure the "automobile" under a motor vehicle liability policy;
 - (c) "bodily or mental injury" or "property damage" arising from the ownership, operation or use of machinery, apparatus or equipment mounted on or attached to a vehicle while the vehicle is stationary and the machinery, apparatus or

- equipment is in use; or
- (d) "bodily or mental injury" or "property damage" arising from "loading or unloading".
- e. Contractual assumption of liability**
"Bodily or mental injury" or "property damage" for which any Insured is obligated to pay "damages" because of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":
- i. that any Insured would have in the absence of the contract or agreement; or
 - ii. assumed in an "insured contract", provided:
 - (a) the "bodily or mental injury" or "property damage" occurs after the execution of the "insured contract"; and
 - (b) the cost of any obligation to defend or pay for the defence of a party to the "insured contract", other than any Insured, will be considered "damages", unless the requirements of Liability Condition III. 1. INDEMNITEE PROTECTION are met.
- f. Electronic data**
"Damages" claimed for the corruption of, damage to, loss of, loss of use of, inability to access or inability to manipulate "electronic data".
- g. Employee injury**
- i. "Bodily or mental injury" to:
 - (a) any "employee" of any Insured, other than a "Canadian resident" "employee" of any "Named Insured", arising from and in the course of:
 - (1) employment by any Insured; or
 - (2) performing duties related to the conduct of any Insured's business; or
 - (b) the "spouse", child, parent, brother or sister of that "employee" as a consequence of exclusion II. A. 2. g. i. (a).
 - ii. Exclusion II. A. 2. g. i. applies:
 - (a) whether any Insured is liable as an employer or in any other capacity; and
 - (b) to any obligation to share "damages" with or repay another who is liable for "damages" because of such "bodily or mental injury".
 - iii. Exclusion II. A. 2. g. i. does not apply to liability assumed by any Insured under an "insured contract".
- h. Employment-related practices**
- i. "Bodily or mental injury" to:
 - (a) any person (including any "employee" of any Insured) arising from any "employment practice"; or
 - (b) the "spouse", child, parent, brother or sister of that person as a consequence of exclusion II. A. 2. h. i. (a).
 - ii. Exclusion II. A. 2. h. i. applies:
 - (a) whether any Insured is liable as an employer or in any other capacity; and
 - (b) to any obligation to share "damages" with or repay another who is liable for "damages" because of such "bodily or mental injury".
- i. Expected or intended injury or damage**
"Bodily or mental injury" or "property damage" expected or intended from the standpoint of any Insured. This exclusion does not apply to "bodily or mental injury" or "property damage" resulting from the use of reasonable force to protect people or property.
- j. Fungi or spores**
See exclusion III. 2. of this form. This exclusion does not apply to the "products-completed operations hazard".
- k. Nuclear risks**
See exclusion III. 3. of this form. This exclusion does not apply to the possession, consumption, use, handling, disposal or transportation of radioactive isotopes, away from a "nuclear facility", used, distributed, handled or sold by an Insured, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose.
- l. Obligations under workers' compensation or similar laws**
Any obligation of any Insured under a workers' compensation law, disability benefits law, employment compensation law, unemployment compensation law or any similar law.
- m. Personal and advertising injury**
"Bodily or mental injury" arising from "personal and advertising injury".
- n. Pollution**
See exclusion III. 4. of this form. Paragraphs a. i. and a. iv. of this exclusion do not apply to:
- i. "bodily or mental injury" or "property damage" arising from:
 - (a) heat, smoke or fumes from a "hostile fire"; or
 - (b) material used to fight a "hostile fire";
 - ii. "bodily or mental injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to:
 - (a) heat, cool or dehumidify the building; or
 - (b) heat water for personal use by the building's occupants or their guests;
 - iii. the owner or lessee of any premises, site or location who has been added to this form as an Insured with respect to ongoing work by the "Named Insured" for that owner or lessee at such premises, site or location, if:
 - (a) the "Named Insured" is a contractor; and
 - (b) such premises, site or location is not and never was at any time owned or occupied by or rented or loaned to any Insured, other than the additional Insured;
 - iv. with respect to any premises, site or location on which any Insured or a "subcontractor" working directly or indirectly on any Insured's behalf is performing work, "bodily or mental injury" or "property damage":
 - (a) arising from the unintentional escape of fuel, lubricant or other operating fluid from a permanent and integral part of a vehicle (other than an "automobile"), which part is designed to hold, store or receive such fuel, lubricant or fluid; or

- (b) sustained within a building because of the release of gases, fumes or vapours from materials (other than waste) brought into that building in connection with such work;
- v. with respect to responding to or assessing the effects of "pollutants", liability for "damages" because of "property damage" that any Insured would have in the absence of any request, demand, order, statutory requirement, regulatory requirement or any governmental authority's claim or "action"; or
- vi. "bodily or mental injury" or "property damage" arising from the "Named Insured's product".

o. Privacy breach

The loss, copying or release, from one or more databases controlled by the "Named Insured", of:

- i. personal health information, as defined in the Personal Information Protection and Electronic Documents Act of Canada, or as expanded by definitions contained in applicable provincial or territorial statutes, including but not limited to the Health Information Act of Alberta, the Personal Health Information Act of Manitoba, the Personal Health Information Privacy and Access Act of New Brunswick, the Personal Health Information Protection Act of Ontario and the Health Information Protection Act of Saskatchewan, as amended from time to time; or
- ii. any piece of information, which could potentially be used to uniquely identify an individual and to facilitate identity fraud. This information includes, but is not limited to the following subcategories:
 - (a) identification and contact information;
 - (b) government issued identification numbers; or
 - (c) financial information.

p. Professional services

"Bodily or mental injury" (other than "incidental medical malpractice injury") or "property damage" due to:

- i. the rendering of or failure to render any "professional services" by the "Named Insured" or by a "subcontractor" acting on behalf of the "Named Insured"; or
- ii. any error, omission, malpractice or mistake in providing such "professional services".

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

Unless any Insured's business includes the provision of professional engineering services to others, this exclusion does not apply when the "professional services" are:

- (a) performed by an engineer who is an "employee" of the "Named Insured" and the "professional services" are an integral part of the "Named Insured's product". This exemption excludes "property damage" to the "Named Insured's product"; or
- (b) designing or testing the "Named Insured's product" by an "employee" of the "Named Insured".

q. Property damage

"Property damage" to:

i. Custodial property

Personal property in the care, custody or control of the "Named Insured". This exclusion II. A. 2. q. i. does not apply to:

- (a) liability assumed under a sidetrack agreement; or
- (b) personal property within a building the "Named Insured" does not own, rent or occupy.

ii. Impaired property

"Impaired property" or to property that has not been physically damaged, if the "property damage" arises from:

- (a) a defect, deficiency, inadequacy or dangerous condition in the "Named Insured's product" or the "Named Insured's work"; or
- (b) a delay or failure by the "Named Insured" or a "subcontractor" acting on behalf of the "Named Insured" to meet the requirements of a contract or agreement.

This exclusion II. A. 2. q. ii. does not apply to the loss of use of property that is not "impaired property" arising from sudden and accidental physical damage to the "Named Insured's product" or the "Named Insured's work" after it has been put to its intended use.

iii. Loaned property

Property on loan to the "Named Insured". This exclusion II. A. 2. q. iii. does not apply to liability assumed under a sidetrack agreement.

iv. Named Insured's product

The "Named Insured's product" arising from the product or any part of it. If the business of the "Named Insured" includes the repairing, selling or servicing of "automobiles", this exclusion II. A. 2. q. iv. does not apply unless the "property damage" is caused by a defect existing at the time the "automobile" was sold or transferred to a person or organization that is not an Insured.

v. Named Insured's work

Any part of the "Named Insured's work", if the "property damage":

- (a) arises from that part of the "Named Insured's work"; and
- (b) is included in the "products-completed operations hazard".

This exclusion II. A. 2. q. v. does not apply:

- (1) if the damaged work or the part of the "Named Insured's work" from which the "property damage" arises was performed by a "subcontractor" acting on behalf of the "Named Insured"; or
- (2) to resultant "property damage" to the rest of the "Named Insured's work".

vi. Property the Named Insured owns, rents or occupies

Property the "Named Insured" owns, rents or occupies. This exclusion II. A. 2. q. vi. also applies to costs or expenses incurred by anyone for enhancement, maintenance, repair, replacement or restoration of such property for any reason.

vii. Relinquished property

Real property sold, given away or abandoned by the "Named Insured", if the "property damage" arises from any part of such

real property. This exclusion II. A. 2. q. vii. does not apply if the real property:
(a) is the "Named Insured's work"; and
(b) was never occupied, rented or held for rental by the "Named Insured".

viii. Work in progress

Any part of any property on which the "Named Insured" or a "subcontractor" acting on behalf of the "Named Insured" is performing work, if the "property damage" arises from that work. This exclusion II. A. 2. q. viii. does not apply to:

- (a) resultant "property damage" to property not being worked upon;
- (b) "property damage" included in the "products-completed operations hazard"; or
- (c) liability assumed under a sidetrack agreement.

r. Recall or withdrawal

"Damages" claimed for the adjustment, disposal, inspection, loss of use, recall, removal, repair, replacement or withdrawal of:

- i. the "Named Insured's product";
- ii. the "Named Insured's work"; or
- iii. "impaired property",
because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

s. Terrorism

See exclusion III. 5. of this form.

t. War

See exclusion III. 6. of this form.

u. Watercraft

"Bodily or mental injury" or "property damage" arising from the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others by or on behalf of any Insured of any watercraft any Insured owns or which is operated by or rented or loaned to any Insured. This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured. This exclusion does not apply to:

- i. a watercraft while ashore on real property owned by or rented to the "Named Insured";
- ii. a watercraft that is:
 - (a) less than 10 metres long; and
 - (b) not being used to carry people or property for a charge; or
- iii. "bodily or mental injury" to a "Canadian resident" "employee" of any "Named Insured".

B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage B. of this form applies to "personal and advertising injury" only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. caused by an offence arising out of the business of the "Named Insured"; and
 - c. such offence was committed in the "coverage territory" during the policy period.

2. EXCLUSIONS

Coverage B. does not apply to:

a. Advertising, broadcasting, internet, publishing or telecasting businesses

"Personal and advertising injury" committed by any Insured whose business is:

- i. advertising for others, broadcasting, publishing or telecasting;
- ii. designing or determining website content for others; or
- iii. providing Internet services to others, except the placing of advertising, borders, frames or links on the Internet.

This exclusion does not apply to:

- (a) false arrest, detention or imprisonment;
- (b) malicious prosecution; or
- (c) wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of the owner, landlord or lessor.

b. Asbestos

See exclusion III. 1. of this form.

c. Contract breach

Any breach of contract. This exclusion does not apply to the breach of an implied contract to use another's advertising idea in an "advertisement".

d. Contractual assumption of liability

"Personal and advertising injury" for which any Insured is obligated to pay "damages" because of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that any Insured would have in the absence of the contract or agreement.

e. Criminal acts

Any criminal act committed by or at the direction of any Insured.

f. Electronic chat rooms, bulletin boards, blogs and social media sites

"Personal and advertising injury" arising from:

- i. any electronic chat room;
- ii. any electronic bulletin board;
- iii. any internet blog; or

iv. any social media site,
owned or hosted by any Insured or over which any Insured exercises control.

g. Employment-related practices

- i. "Personal and advertising injury" to:
- (a) any person (including any "employee" of any Insured) arising from any "employment practice"; or
 - (b) the "spouse", child, parent, brother or sister of that person as a consequence of exclusion II. B. 2. g. i. (a).
- ii. Exclusion II. B. 2. g. i. applies:
- (a) whether any Insured is liable as an employer or in any other capacity; and
 - (b) to any obligation to share "damages" with or repay another who is liable for "damages" because of such "personal and advertising injury".

h. Fungi or spores

See exclusion III. 2. of this form.

i. Intellectual property rights infringement

Infringement of:

- i. copyright, slogan or trade dress, except in an "advertisement";
- ii. patent, trademark or trade secret; or
- iii. any other intellectual property rights.

j. Non-conformance of products or work to statements

The failure of the "Named Insured's product" or the "Named Insured's work" to conform to a statement of quality, performance or cost made in an "advertisement".

k. Nuclear risks

See exclusion III. 3. of this form.

l. Pollution

See exclusion III. 4. of this form.

m. Previously published or known false material

Material whose first oral or written publication took place:

- i. before the policy period; or
- ii. by or at the direction of any Insured while knowing:
 - (a) it was false; or
 - (b) it would violate the rights of another and would inflict "personal and advertising injury".

n. Privacy breach

The loss, copying or release, from one or more databases controlled by the "Named Insured", of:

- i. personal health information, as defined in the Personal Information Protection and Electronic Documents Act of Canada, or as expanded by definitions contained in applicable provincial or territorial statutes, including but not limited to the Health Information Act of Alberta, the Personal Health Information Act of Manitoba, the Personal Health Information Privacy and Access Act of New Brunswick, the Personal Health Information Protection Act of Ontario and the Health Information Protection Act of Saskatchewan, as amended from time to time; or
- ii. any piece of information, which could potentially be used to uniquely identify an individual and to facilitate identity fraud. This information includes, but is not limited to the following subcategories:
 - (a) identification and contact information;
 - (b) government issued identification numbers; or
 - (c) financial information.

o. Terrorism

See exclusion III. 5. of this form.

p. Unauthorized use of competitor's brand

Unauthorized use of another's name, brand or product in the domain name, email address or metatag of the "Named Insured", or any other similar tactics to mislead another's potential customers.

q. War

See exclusion III. 6. of this form.

C. TENANT'S PROPERTY DAMAGE LIABILITY

1. Coverage C. of this form applies to tenant's "property damage" only if:
- a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. the "property damage" is to real property that is not owned by the "Named Insured";
 - c. such real property is rented to or occupied by the "Named Insured".
 - d. the "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - e. the "property damage" occurs during the policy period.

2. EXCLUSIONS

Coverage C. does not apply to:

a. Asbestos

See exclusion III. 1. of this form.

- b. **Contractual assumption of liability**
 "Property damage" for which any Insured is obligated to pay "damages" because of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":
 - i. that any Insured would have in the absence of the contract or agreement; or
 - ii. assumed in an "insured contract", provided:
 - (a) the "property damage" occurs after the execution of the "insured contract"; and
 - (b) the cost of any obligation to defend or pay for the defence of a party to the "insured contract", other than any Insured, will be considered "damages", unless the requirements of Liability Condition III. 1. INDEMNITEE PROTECTION are met.
- c. **Expected or intended damage**
 "Property damage" expected or intended from the standpoint of any Insured. This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect people or property.
- d. **Fungi or spores**
 See exclusion III. 2. of this form.
- e. **Nuclear risks**
 See exclusion III. 3. of this form.
- f. **Pollution**
 See exclusion III. 4. of this form. This exclusion does not apply to "property damage" arising from:
 - i. heat, smoke or fumes from a "hostile fire"; or
 - ii. material used to fight a "hostile fire".
- g. **Terrorism**
 See exclusion III. 5. of this form.
- h. **War**
 See exclusion III. 6. of this form.

D. VOLUNTARY MEDICAL PAYMENTS

1. Coverage D. of this form applies to voluntary "medical payments" only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. the "medical payments" have been incurred by the "Named Insured" due to "bodily or mental injury";
 - c. the "bodily or mental injury" takes place in the "coverage territory":
 - i. on real property owned or occupied by the "Named Insured";
 - ii. on ways next to real property owned or occupied by the "Named Insured"; or
 - iii. because of the business activities of the "Named Insured"; and
 - d. the "bodily or mental injury" occurs during the policy period.

2. EXCLUSIONS

Coverage D. will not reimburse "medical payments" for "bodily or mental injury":

- a. **Individual Named Insureds and spouses**
 To any individual "Named Insured" or the "spouse" of any individual "Named Insured".
- b. **Persons eligible for workers' compensation or similar benefits**
 To any person who is entitled to claim benefits for the "bodily or mental injury" under a workers' compensation law, disability benefits law, employment compensation law, unemployment compensation law or any similar law.
- c. **Products-completed operations hazard**
 Included within the "products-completed operations hazard".
- d. **Coverage A. exclusions**
 Excluded under Coverage II. A. of this form or under any endorsement applicable to Coverage II. A. of this form.

III. EXCLUSIONS APPLICABLE TO ALL COVERAGES

This form does not apply to:

1. **Asbestos**
 "Bodily or mental injury", "property damage" or "personal and advertising injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to "damages", interest, mandatory or other injunctive relief, statutory orders or penalties and legal or other costs or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily or mental injury", "property damage" or "personal and advertising injury".
2. **Fungi or spores**
 - a. "Bodily or mental injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores".
 - b. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with III.

2. a.

c. Any obligation to pay "damages", share "damages" with or repay someone else who must pay "damages" because of III. 2. a. or b. Exclusions III. 2. a., b. and c. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily or mental injury", "property damage" or "personal and advertising injury".

3. Nuclear risks

a. Liability imposed by or arising from any nuclear liability act, law or statute, or any amendment to these.

b. "Bodily or mental injury", "property damage" or "personal and advertising injury" with respect to which any Insured is also insured under a contract of nuclear energy liability insurance (whether that Insured is unnamed in such contract and whether or not it is legally enforceable by that Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or pool of insurers, or would be an insured under any such contract but for its termination upon exhaustion of its limit of liability.

c. "Bodily or mental injury", "property damage" or "personal and advertising injury" 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 any Insured;

ii. the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or

iii. the possession, consumption, use, handling, disposal or transportation of "fissionable substances" or of other "radioactive material" used, distributed, handled or sold by any Insured.

Exclusions III. 3. a., b. and c. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily or mental injury", "property damage" or "personal and advertising injury".

4. Pollution

a. "Bodily or mental injury", "property damage" or "personal and advertising injury" arising from the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

i. at or from any premises, site or location which is or was at any time owned or occupied by or rented or loaned to any Insured;

ii. at or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;

iii. which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any Insured or any person or organization for whom the "Named Insured" may be legally responsible;

iv. at or from any premises, site or location on which any Insured or others working directly or indirectly on any Insured's behalf are performing work, if the "pollutants" are brought on or to the premises, site or location in connection with such work by that Insured or others; or

v. at or from any premises, site or location on which any Insured or others working directly or indirectly on any Insured's behalf are performing work, if the work is to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants".

b. Any loss, cost or expense arising from any:

i. request, demand, order, statutory requirement or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants"; or

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

5. Terrorism

"Bodily or mental injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, from:

a. "terrorism"; or

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

Exclusions III. 5. a. and b. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily or mental injury", "property damage" or "personal and advertising injury".

6. War

"Bodily or mental injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, from war, invasion, act of foreign enemy, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily or mental injury", "property damage" or "personal and advertising injury".

IV. LIMITS OF INSURANCE

1. The limits of insurance shown for this form on the "Policy Declarations" and the following rules fix the most the Insurer will pay as "damages" and voluntary payments, regardless of the number of:

a. Insureds;

b. claims made or "actions" brought; or

c. people or organizations making claims or bringing "actions".

2. If a General Aggregate limit is shown for this form on the "Policy Declarations", the General Aggregate limit is the most the Insurer will pay for the sum of:

a. all "damages" under coverage II. A., except "damages" for the "products-completed operations hazard";

b. all "damages" under coverage II. B.; and

c. all "medical payments" under coverage II. D.

3. The Products-Completed Operations Aggregate limit is the most the Insurer will pay under coverage II. A. for "damages" because of "bodily or mental injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to IV. 2., the Each Occurrence limit is the most the Insurer will pay for the sum of:

a. "damages" under coverage II. A.; and

b. "medical payments" under coverage II. D.

because of all "bodily or mental injury" and "property damage" arising from one "occurrence".

5. Subject to IV. 2., the Personal and Advertising Injury limit is the most the Insurer will pay under coverage II. B. for “damages” because of all “personal and advertising injury” sustained by any one person or organization.
6. The Tenant’s Property Damage Liability limit is the most the Insurer will pay under coverage II. C. for “damages” because of all “property damage” at any one location.
7. Subject to IV. 2. and IV. 4., the Medical Payments limit is the most the Insurer will pay under coverage II. D. for “medical payments” because of all “bodily or mental injury” sustained by any one person.
8. With respect to each Aggregate limit in IV. 2. and IV. 3.:
 - a. if the policy period shown on the “Policy Declarations” is 12 months or less, the Aggregate limit is the most the Insurer will pay during the policy period; or
 - b. if the policy period shown on the “Policy Declarations” is more than 12 months, the Aggregate limit is the most the Insurer will pay during each consecutive 12-month period within the policy period, starting from the beginning of the policy period; and
 - c. if the policy period shown on the “Policy Declarations” is extended after issuance of the policy, the additional period will be considered part of the immediately preceding policy period for the purpose of determining the applicable Aggregate limit.

V. INSUREDS

The following are Insureds under this form:

1. If the “Named Insured” is:
 - a. An individual:
 - i. the “Named Insured”; and
 - ii. the “spouse” of the “Named Insured”,
but only with respect to the conduct of a business of which the “Named Insured” is the sole owner.
 - b. A joint venture, limited liability partnership or partnership:
 - i. the joint venture, limited liability partnership or partnership;
 - ii. any member of and partner in such joint venture, limited liability partnership or partnership; and
 - iii. the “spouse” of such member or partner,
but only with respect to the conduct of the business of such joint venture, limited liability partnership or partnership.
 - c. An association or limited liability company:
 - i. the association or limited liability company;
 - ii. any member of such association or limited liability company, but only with respect to the conduct of the business of such association or limited liability company; and
 - iii. any “executive officer”, director or manager of such association or limited liability company, but only with respect to duties as such.
 - d. A condominium corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration, a strata corporation in the Province of British Columbia or a divided co-ownership syndicate in the Province of Quebec:
 - i. the condominium corporation, strata corporation or divided co-ownership syndicate;
 - ii. any “executive officer” or director of such condominium corporation, strata corporation or divided co-ownership syndicate, but only with respect to duties as such; and
 - iii. any unit owner of such condominium corporation, any strata lot owner of such strata corporation or any private portion owner of such divided co-ownership syndicate, or any tenant of such owner, but only with respect to liability arising from:
 - (a) the common property of such condominium corporation, strata corporation or divided co-ownership syndicate; or
 - (b) to the extent required by law, the personal actions of such owner or tenant as such,
but not in connection with any business or profession.
 - e. A trust:
 - i. the trust; and
 - ii. any trustee of such trust, but only with respect to duties as such.
 - f. An organization not described in V. 1. a., b., c., d. or e.:
 - i. the organization;
 - ii. any “executive officer” or director of such organization, but only with respect to duties as such; and
 - iii. any shareholder of such organization, but only with respect to liability as shareholder.
2. If a “Named Insured” individual dies:
 - a. any person or organization having lawful temporary custody of the property of that “Named Insured”, but only:
 - i. with respect to liability arising from the maintenance or use of the property; and
 - ii. until a legal representative for that “Named Insured” has been appointed; and
 - b. the legal representative of the “Named Insured”, but only with respect to duties as such.
3.
 - a. Any “employee” who is not also a manager of a “Named Insured” limited liability company or an “executive officer”, but only for acts within the scope of employment by an Insured or while performing duties related to the conduct of the business of the “Named Insured”.
 - b. Any “volunteer worker”, but only while performing duties related to the conduct of the business of the “Named Insured”.
4. Organizers of and participants in any not-for-profit social or recreational activity or club sponsored by the “Named Insured”.
5. Any person or organization while acting as the property manager or real estate manager of the “Named Insured”.
6. Any person or organization while acting as the sales agent of the “Named Insured”.
7. Any person or organization (other than an architect or engineer) for which the “Named Insured” has agreed in an “insured contract” to provide general liability insurance. Such person or organization will be insured:
 - a. subject to the terms, conditions, exclusions and limitations of this insurance; and
 - b. only for liability with respect to:
 - i. property the “Named Insured” owns, rents, leases or occupies;

- ii. work being performed by or on behalf of the "Named Insured";
 - iii. the "Named Insured's products";
 - iv. the "Named Insured's work"; and
 - v. "advertisements".
8. Any authorized vendor of the "Named Insured's product", but only with respect to "bodily or mental injury" or "property damage" arising from the "Named Insured's product" which the vendor distributes or sells in the regular course of the vendor's business. No coverage is provided for:
 - a. "bodily or mental injury" or "property damage" for which the vendor is obligated to pay "damages" because of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the vendor would have in the absence of the contract or agreement;
 - b. any express warranty that has not been authorized by the "Named Insured";
 - c. any change to the "Named Insured's product" made by the vendor; or
 - d. installation, repair or servicing of the "Named Insured's product" by the vendor.
 9. Any organization acquired or formed by the "Named Insured" during the policy period over which the "Named Insured" maintains ownership or majority interest, provided:
 - a. such organization is not an association, joint venture, limited liability company, limited liability partnership or partnership;
 - b. no other similar insurance is available to such organization;
 - c. insurance for such organization applies only until the earliest of:
 - i. 90 consecutive days from the date such organization is acquired or formed;
 - ii. such organization is specifically added to this insurance; or
 - iii. the end of the policy period; and
 - d. insurance for such organization does not apply to:
 - i. "bodily or mental injury" or "property damage" that occurred, or
 - ii. "personal and advertising injury" arising from an offence committed before the organization's acquisition or formation by the "Named Insured".

VI. DEFINITIONS

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

1. "action" means a civil proceeding in which "damages" to which this form applies are alleged. "Action" includes:
 - a. an arbitration proceeding to which an Insured must submit or does submit with the Insurer's consent; and b. any other alternative dispute resolution proceeding to which an Insured submits with the Insurer's consent.
2. "advertisement" means a notice that is broadcast or published to the general public or specific market segments about the "Named Insured's products" or the "Named Insured's work" for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. only that part of a web-site that is about the "Named Insured's products" or the "Named Insured's work" for the purpose of attracting customers or supporters is considered an advertisement.
3. "automobile" means:
 - a. a land motor vehicle or trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy; or
 - b. any vehicle insured under such a contract, including any attached machinery or equipment.
4. "bodily or mental injury" means:
 - a. bodily injury, sickness or disease sustained by a person; or b. anguish, shock or other mental injury sustained by a person, including death of the person at any time that results from a. or b.
5. "Canadian resident" means a person considered to be a resident of Canada by the Canada Revenue Agency.
6. "coverage territory" means anywhere in the world, provided an Insured's responsibility to pay "damages" is determined in judicial or arbitration proceedings brought and adjudicated within Canada or the United States of America (including its territories and possessions).
7. "damages" means monetary damages, including prejudgment interest, due or awarded in payment:
 - a. for actual injury, damage or loss, including care and loss of services resulting from "bodily or mental injury"; or
 - b. as punishment or deterrence for wilful, malicious, or oppressive behaviour, provided:
 - i. insurance for such punitive or deterrent damages is permitted by law; and
 - ii. any Insured against whom such punitive or deterrent damages are awarded is not, in fact, directly responsible for such behaviour.
8. "electronic data" means facts, information or programs:
 - a. created or used on,
 - b. stored as or on, or
 - c. transmitted to or from
 computer software, including:
 - i. systems and applications software; and
 - ii. any other type of media intended for the electronic storage or processing of data.
9. "employee" means any person (including an "executive officer"):
 - a. i. while in the regular service of the employer at the time of the "occurrence" or offence;
 - ii. whom the employer compensates by salary, wages or commissions; and

- iii. whom the employer has the right to govern and direct in the performance of such service;
 - b. leased to the employer, at the time of the "occurrence" or offence, by a labour leasing organization to perform duties related to the conduct of the employer's business; or
 - c. engaged, at the time of the "occurrence" or offence, to:
 - i. substitute for a permanent employee who is on leave; or
 - ii. meet seasonal or short-term workload conditions.
- "Employee" does not include:
- (a) any broker, factor, commission merchant or consignee;
 - (b) any contractor or "subcontractor"; or
 - (c) any other agent or representative of the same general character.
10. "employment practice" means:
 - a. refusal of employment;
 - b. termination of employment; or
 - c. any other employment-related practices, policies, procedures, acts or omissions, including but not limited to coercion, compensation, demotion, defamation, discipline, discrimination, evaluation, harassment, humiliation, reassignment or work allocation.
 11. "executive officer" means a person holding, at the time of the "occurrence" or offence, any of the officer positions created by an organization's charter, constitution, bylaws or other governing document.
 12. "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
 13. "fungi" includes, but is not limited to:
 - a. any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic or toxigenic; and
 - b. any substance, vapour or gas produced by or emitted or arising from any fungi or "spores" or resultant allergens, mycotoxins or pathogens.
 14. "hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
 15. "impaired property" means tangible property, other than the "Named Insured's product" or the "Named Insured's work", that cannot be used or is less useful because:
 - a. it incorporates the "Named Insured's product" or the "Named Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. the "Named Insured" has failed to fulfill the terms of a contract or agreement,
 if such property can be restored to use by:
 - i. the adjustment, removal, repair or replacement of the "Named Insured's product" or the "Named Insured's work"; or
 - ii. the "Named Insured" fulfilling the terms of the contract or agreement.
 16. "incidental medical malpractice injury" means "bodily or mental injury" due to the rendering of or failure to render, during the policy period, any of the following services by any Insured or the indemnitee of any Insured, provided the "Named Insured" or that indemnitee is not engaged in the business of supplying any of such services:
 - a. dental, medical, nursing, surgical or X-ray services or treatment;
 - b. the supply of food or beverages in connection with VI. 16. a.; or
 - c. the dispensing or supply of drugs or dental, medical or surgical appliances or supplies.
 17. "insured contract" means any of the following, whether or not in writing:
 - a. a lease for real property;
 - b. a sidetrack agreement;
 - c. an easement or licence agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - d. any other easement agreement;
 - e. an obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
 - f. an elevator maintenance agreement; or
 - g. that part of any contract or agreement, not described in VI. 17. a., b., c., d., e. or f., under which the "Named Insured" assumes the non-contractual legal liability of another to pay "damages" to a third party because of "bodily or mental injury" or "property damage" that is caused, in whole or in part, by the "Named Insured" or by anyone acting on behalf of the "Named Insured". No coverage is provided for that part of any contract or agreement that assumes liability for "professional services".
 18. "loading or unloading" means the handling of personal property:
 - a. after it is moved from the place where it is accepted for movement into or onto an aircraft, air cushion vehicle, watercraft, "automobile", motorized snow vehicle or its trailer;
 - b. while it is in or on an aircraft, air cushion vehicle, watercraft, "automobile", motorized snow vehicle or its trailer; and
 - c. while it is being moved from an aircraft, air cushion vehicle, watercraft, "automobile", motorized snow vehicle or its trailer.

"Loading and unloading" does not include the movement of personal property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, air cushion vehicle, watercraft, "automobile", motorized snow vehicle or its trailer.
 19. "medical payments" means reasonable expenses for any of the following:
 - a. first aid administered at the time of the accident;
 - b. necessary dental, medical, surgical and X-ray services, including prosthetic devices; and
 - c. necessary ambulance, hospital, professional nursing and funeral services.
 20. "Named Insured" means:
 - a. any Insured named on the "Policy Declarations"; and
 - b. any organization qualifying as a "Named Insured" under V. 9. of this form.
 21. "Named Insured's product":

- a. means:
 - i. any goods or products manufactured, sold, handled, distributed or disposed of by:
 - (a) the "Named Insured";
 - (b) others trading under the name of the "Named Insured"; or
 - (c) a person or organization whose business or assets have been acquired by the "Named Insured"; and
 - ii. containers, materials, parts or equipment furnished in connection with such goods or products.
 - b. includes:
 - i. warranties or representations made at any time with respect to the durability, fitness, performance, quality or use of such goods or products; or
 - ii. the providing of or failure to provide warnings or instructions.
 - c. does not include:
 - i. real property; or
 - ii. vending machines or other moveable property rented to or provided for the use of others but not sold.
22. "Named Insured's work":
- a. means:
 - i. work or operations performed by or on behalf of the "Named Insured"; or
 - ii. materials, parts or equipment furnished in connection with such work or operations.
 - b. includes:
 - i. warranties or representations made at any time with respect to the durability, fitness, performance, quality or use of such work or operations; or
 - ii. the providing of or failure to provide warnings or instructions.
 - c. does not include the "Named Insured's product".
23. "nuclear energy hazard" means the explosive, radioactive, toxic or other hazardous properties of "radioactive material".
24. "nuclear facility":
- a. means:
 - i. any apparatus designed or used to:
 - (a) sustain nuclear fission in a self-supporting chain reaction; or
 - (b) contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - ii. any equipment or device designed or used for:
 - (a) separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
 - (b) processing or packaging waste "radioactive material"; and
 - iii. any equipment or device used for the alloying, fabricating or processing of plutonium, thorium and uranium enriched in the isotope uranium 233 or in the isotope uranium 235 or any one or more of them, if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than:
 - (a) 25 grams of plutonium or uranium 233 or both; or
 - (b) 250 grams of uranium 235;
 - iv. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material".
 - b. includes:
 - i. the site on which any of such apparatus, equipment, device, structure, basin, excavation, premises or place is located;
 - ii. all operations conducted on such site; and
 - iii. all premises used for such operations.
25. "occurrence" means an accident, including continuous or repeated exposure to substantially the same harmful conditions.
26. "personal and advertising injury" means injury, including consequential "bodily or mental injury", arising from one or more of the following offences:
- a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of the owner, landlord or lessor;
 - d. oral or written publication, in any manner, of material that:
 - i. libels or slanders a person or organization;
 - ii. disparages a person's or organization's goods, products or services; or
 - iii. violates a person's right of privacy;
 - e. i. the use of another's advertising idea; or
 - ii. infringing upon another's copyright, slogan or trade dress in an "advertisement"; or
 - f. discrimination that is not:
 - i. an offence under the Criminal Code of Canada; or
 - ii. related to employment.
27. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any attached supplementary pages or schedules.
28. "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
29. "products-completed operations hazard":
- a. means all "bodily or mental injury" and "property damage":
 - i. occurring away from premises the "Named Insured" owns or rents; and
 - ii. arising from the "Named Insured's product" or the "Named Insured's work";

- b. does not include:
 - i. goods or products that are in the physical possession of the "Named Insured";
 - ii. work or operations that has not been completed or abandoned by the "Named Insured";
 - (a) The "Named Insured's work" will be considered completed at the earliest of the following times:
 - (1) when all of the work required by contract has been completed;
 - (2) if work at more than one job site is required by contract, when all the work required at the job site has been completed; or
 - (3) when any part of the work performed at a job site has been put to its intended use by any person or organization except another contractor or "subcontractor" working on the same project;
 - (b) Work that may need correction, maintenance, repair, replacement or service but which is otherwise complete will be considered completed.
 - iii. "bodily or mental injury" or "property damage" arising from:
 - (a) the transportation of property, unless the "bodily or mental injury" or "property damage":
 - (1) arises from a condition in or on a vehicle not owned or operated by the "Named Insured"; and
 - (2) that condition was created by the "loading or unloading" of that vehicle by any Insured; or
 - (b) the existence of tools, uninstalled equipment or abandoned or unused materials.
30. "professional services" means any of the following:
- a. accounting, auditing, bookkeeping, tax preparation and similar services;
 - b. advertising, marketing, opinion survey, promotional and public relations services;
 - c. appraisal, inspection, investigation, loss adjustment and survey services, including the preparation and approval of estimates, maps and reports;
 - d. architectural, design and engineering services, including the preparation and approval of drawings and specifications;
 - e. banking, insurance, investment, mortgage, mutual fund, pension fund, commodity futures and share transactions and similar financial services, including broking;
 - f. cosmetic and hairdressing services, including body piercing, electrolysis, permanent makeup, tanning and tattooing;
 - g. dispensing to individuals of hearing aids, orthotics, pharmaceuticals, prosthetics, vision aids and similar goods, including related advice and diagnoses;
 - h. employment-related services, including career counselling, employee benefits administration, personnel relocation and similar services;
 - i. handling or treatment of deceased human bodies, autopsies, organ donations, grief counselling and funeral arrangements;
 - j. information technology consulting services, including software and system design and programming;
 - k. law-related services, including notarisation and paralegal consultation;
 - l. management consulting services;
 - m. mental and physical healthcare services and treatments, including chiropractic care, foot care, massage, nutritional advice and physiotherapy;
 - n. real estate broking and property management services;
 - o. tour, travel and entertainment booking services;
 - p. veterinary services and treatments; or
 - q. any service, not previously described in this definition, that relies principally upon the practitioner's specialised knowledge, skill and good judgment for proper performance.
31. "property damage" means:
- a. physical loss of or damage to tangible property, including resultant loss of use of that property. The resultant loss of use will be considered to occur at the time of the physical loss or damage that caused it; or
 - b. loss of use of tangible property that is not physically lost or damaged. Such loss of use will be considered to occur at the time of the "occurrence" that caused it.
- Tangible property does not include "electronic data".
32. "radioactive material" means:
- a. neptunium, plutonium, thorium and uranium, including their derivatives and compounds; or
 - b. radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute or any law amending such act, law or statute as being:
 - i. prescribed substances capable of releasing atomic energy; or
 - ii. required for the application, production or use of atomic energy.
33. "spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by or emitted or arising from any "fungi".
34. "spouse" means either of two people who:
- a. are married to each other; or
 - b. have lived together in a conjugal relationship outside marriage:
 - i. continuously for a period of not less than 3 years; or
 - ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child.
35. "subcontractor" means a person or organization that agrees or contracts with a principal to perform specific work in accordance with the requirements of the agreement or contract. "Subcontractor" does not include an "employee" or a "volunteer worker".
36. "terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government or instilling fear in the public or a section of the public.
37. "volunteer worker" means any person (including an "executive officer") who, at the time of the "occurrence" or offence:
- a. is not an "employee";
 - b. donates work;
 - c. acts at the direction of and within the scope of duties determined by the "Named Insured"; and

- d. is not paid a fee, salary or other compensation (other than out-of-pocket expenses) by the "Named Insured" or anyone else for the work performed for the "Named Insured".

**EMPLOYEE BENEFITS
ERRORS & OMISSIONS LIABILITY FORM
916015-01**

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

I. INSURING AGREEMENT

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

II. COVERAGE

1. This form applies to any "wrongful act" in the "administration" of the "employee benefits program" of the "Named Insured", but only if:
 - a. a "claim" for such "wrongful act" is:
 - i. first made, and
 - ii. reported to the Insurer during:
 - (a) the policy period; or
 - (b) if applicable, the extended reporting period, as described in Liability Condition V. 4. EXTENDED REPORTING PERIOD; and
 - b. the "wrongful act" is committed:
 - i. in the "coverage territory";
 - ii. (a) if a retroactive date is shown for this form on the "Policy Declarations", between that retroactive date and the end of the policy period; or
 - (b) if no retroactive date is shown for this form on the "Policy Declarations", before the end of the policy period; and
 - iii. against a "Canadian resident" "employee" of the "Named Insured".
2. All "claims" for "wrongful acts" made by any one "employee" or the dependents or beneficiaries of that "employee" will be considered as having been made at the time the first of those "claims" is made against any Insured.

3. EXCLUSIONS

This form does not apply to "claims" for:

- a. **Advertising injury, bodily or mental injury, personal injury or property damage**
"Bodily or mental injury", "personal and advertising injury" or "property damage".
- b. **Asbestos**
Any actual or alleged liability for any legal remedy of any kind whatsoever in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to such "compensatory damages".
- c. **Criminal, dishonest or intentional acts**
Any criminal, dishonest, fraudulent, intentional or malicious act, error or omission committed by or at the direction of any Insured.
- d. **Electronic data**
The corruption of, damage to, loss of, loss of use of, inability to access or inability to manipulate "electronic data".
- e. **Employment-related practices**
Any "employment practice". This exclusion applies:
 - i. whether any Insured is liable as an employer or in any other capacity; and
 - ii. to any obligation to share "compensatory damages" with or repay another who is liable for "compensatory damages" because of such "employment practice".
- f. **Fines, penalties, liquidated damages or taxes**
Fines, penalties, liquidated damages or taxes.
- g. **Fungi or spores**
 - i. Any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
 - ii. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with II. 3. g. i.; or
 - iii. any obligation to pay "compensatory damages", share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of II. 3. g. i. or ii.Exclusions II. 3. g. i., ii. and iii. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to such "compensatory damages".
- h. **Insufficient funds**

Any insufficiency of funds to meet any obligations under the "employee benefits program" of the "Named Insured".

i. Investment advice

- i. Advice given to participate or not participate in any investment;
- ii. inaccurate information on the past performance of any investment; or
- iii. non-performance of any investment.

j. Known wrongful acts

Any "wrongful act" that, before the policy period, was:

- i. known to any Insured; and
- ii. undisclosed to the Insurer.

k. Non-cooperation of Insured

Benefits that would be available except for the failure of any Insured to help obtain such benefits.

l. Non-performance of insurance contract

Failure of a benefit insurer to perform the terms of any contract.

m. Nuclear risks

- i. Liability imposed by or arising from any nuclear liability act, law or statute, or any amendment to these;
- ii. any liability with respect to which any Insured is also insured under a contract of nuclear energy liability insurance (whether that Insured is unnamed in such contract and whether or not it is legally enforceable by that Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or pool of insurers, or would be an insured under any such contract but for its termination upon exhaustion of its limit of liability; or
- iii. the "nuclear energy hazard" arising from:
 - (a) the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of any Insured;
 - (b) the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or
 - (c) the possession, consumption, use, handling, disposal or transportation of "fissionable substances" or of other "radioactive material" used, distributed, handled or sold by any Insured.

Exclusions II. 3. m. i., ii. and iii. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to such "compensatory damages".

n. Pollution

The actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to such "compensatory damages".

o. Terrorism

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

Exclusions II. 3. o. i. and ii. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to such "compensatory damages".

p. War

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

III. LIMIT OF INSURANCE

1. The limit of insurance shown for this form on the "Policy Declarations" and the following rules fix the most the Insurer will pay as "compensatory damages", regardless of the number of:
 - a. Insureds;
 - b. "claims" made; or
 - c. people or organizations making "claims".
2. a. The aggregate limit is the most the Insurer will pay under this form for "compensatory damages" because of all "wrongful acts".
 - b. i. If the policy period shown on the "Policy Declarations" is 12 months or less, the aggregate limit is the most the Insurer will pay during the policy period; or
 - ii. if the policy period shown on the "Policy Declarations" is more than 12 months, the aggregate limit is the most the Insurer will pay during each consecutive 12-month period within the policy period, starting from the beginning of the policy period; and
 - iii. if the policy period shown on the "Policy Declarations" is extended after issuance of the policy, the additional period will be considered part of the immediately preceding policy period for the purpose of determining the applicable aggregate limit.

IV. INSUREDS

The following are Insureds under this form:

1. If the "Named Insured" is:
 - a. An individual:
 - i. the "Named Insured"; and
 - ii. the "spouse" of the "Named Insured",
but only with respect to the conduct of a business of which the "Named Insured" is the sole owner.
 - b. A joint venture, limited liability partnership or partnership:
 - i. the joint venture, limited liability partnership or partnership;
 - ii. any member of and partner in such joint venture, limited liability partnership or partnership; and
 - iii. the "spouse" of such member or partner,

- but only with respect to the conduct of the business of such joint venture, limited liability partnership or partnership.
- c. An association or limited liability company:
 - i. the association or limited liability company;
 - ii. any member of such association or limited liability company, but only with respect to the conduct of the business of such association or limited liability company; and
 - iii. any "executive officer", director or manager of such association or limited liability company, but only with respect to duties as such.
 - d. A condominium corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration, a strata corporation in the Province of British Columbia or a divided co-ownership syndicate in the Province of Quebec:
 - i. the condominium corporation, strata corporation or divided co-ownership syndicate; and
 - ii. any "executive officer" or director of such condominium corporation, strata corporation or divided co-ownership syndicate, but only with respect to duties as such.
 - e. A trust:
 - i. the trust; and
 - ii. any trustee of such trust, but only with respect to duties as such.
 - f. An organization not described in IV. 1. a., b., c., d. or e.:
 - i. the organization;
 - ii. any "executive officer" or director of such organization, but only with respect to duties as such; and
 - iii. any shareholder of such organization, but only with respect to liability as shareholder.
2. If a "Named Insured" individual dies:
 - a. any person or organization having lawful temporary custody of the property of that "Named Insured", but only:
 - i. with respect to liability arising from the maintenance or use of the property; and
 - ii. until a legal representative for that "Named Insured" has been appointed; and
 - b. the legal representative of the "Named Insured", but only with respect to duties as such.
 3. Any "employee" of the "Named Insured" who is not also a manager of a "Named Insured" limited liability company or an "executive officer", but only for acts within the scope of employment by an Insured or while performing duties related to the conduct of the business of the "Named Insured".
 4. Any organization acquired or formed by the "Named Insured" during the policy period over which the "Named Insured" maintains ownership or majority interest, provided:
 - a. such organization is not an association, joint venture, limited liability company, limited liability partnership or partnership;
 - b. no other similar insurance is available to such organization;
 - c. insurance for such organization applies only until the soonest of:
 - i. 90 consecutive days from the date such organization is acquired or formed;
 - ii. such organization is specifically added to this insurance; or
 - iii. the end of the policy period; and
 - d. insurance for such organization does not apply to any "wrongful act" committed before the organization's acquisition or formation by the "Named Insured".

V. DEFINITIONS

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

1. "administration" means:
 - a. giving advice or information to an "employee" or the beneficiaries or dependents of an "employee" with respect to eligibility for or scope of benefits;
 - b. handling records of benefits; and
 - c. effecting, continuing or terminating the participation of an "employee" for benefits.
2. "bodily or mental injury" means:
 - a. bodily injury, sickness or disease sustained by a person; or b. anguish, shock or other mental injury sustained by a person, including death of the person at any time as the result of a. or b.
3. "Canadian resident" means a person considered to be a resident of Canada by the Canada Revenue Agency.
4. "claim" means:
 - a. a written or oral notice received by any Insured that it is the intention of any party to hold that Insured responsible for a "wrongful act" to which this form applies; or
 - b. a specific written or oral allegation received by any Insured that a "wrongful act" to which this form applies has been committed by any Insured.
5. "compensatory damages" means monetary damages, including prejudgment interest, due or awarded in payment for actual economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
6. "coverage territory" means anywhere in the world, provided an Insured's responsibility to pay "compensatory damages" is determined in judicial or arbitration proceedings brought and adjudicated within Canada or the United States of America (including its territories and possessions).
7. "electronic data" means facts, information or programs:
 - a. created or used on,
 - b. stored as or on, or
 - c. transmitted to or from
 computer software, including:

- i. systems and applications software; and
 - ii. any other type of media intended for the electronic storage or processing of data.
8. "employee" means any person (including an "executive officer"):
- a. i. while in the regular service of the employer at the time of the "wrongful act";
 - ii. whom the employer compensates by salary, wages or commissions; and
 - iii. whom the employer has the right to govern and direct in the performance of such service;
 - b. leased to the employer, at the time of the "wrongful act", by a labour leasing organization to perform duties related to the conduct of the employer's business; or
 - c. engaged, at the time of the "wrongful act", to:
 - i. substitute for a permanent employee who is on leave; or
 - ii. meet seasonal or short-term workload conditions.
- "Employee" does not include:
- (a) any broker, factor, commission merchant or consignee;
 - (b) any contractor or subcontractor; or
 - (c) any other agent or representative of the same general character.
9. "employee benefits program" means a program administered by or on behalf of the "Named Insured" that provides any of the following exclusively for the benefit of each eligible "employee" of the "Named Insured":
- a. i. accident insurance, dental insurance, health insurance, hearing care insurance or vision care insurance;
 - ii. pension plan or savings plan;
 - iii. profit-sharing plan, stock ownership plan or stock subscription plan;
 - iv. sick leave entitlement;
 - b. i. disability benefits or social security benefits;
 - ii. employment insurance or unemployment insurance;
 - iii. workplace injury benefits;
 - c. i. "employee" assistance plan;
 - ii. health club subsidy or transportation subsidy;
 - iii. leaves of absence or vacation entitlements; or
 - iv. tuition assistance.
10. "employment practice" means:
- a. refusal of employment;
 - b. termination of employment; or
 - c. any other employment-related practices, policies, procedures, acts or omissions, including but not limited to coercion, demotion, defamation, discipline, discrimination, evaluation, harassment, humiliation, reassignment or work allocation.
11. "executive officer" means a person holding, at the time of the "wrongful act", any of the officer positions created by an organization's charter, constitution, bylaws or other governing document.
12. "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
13. "fungi" includes, but is not limited to:
- a. any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic or toxigenic; and
 - b. any substance, vapour or gas produced by or emitted or arising from any fungi or "spores" or resultant allergens, mycotoxins or pathogens.
14. "Named Insured" means:
- a. any Insured named on the "Policy Declarations"; and
 - b. any organization qualifying as a "Named Insured" under IV. 4.
15. "nuclear energy hazard" means the explosive, radioactive, toxic or other hazardous properties of "radioactive material".
16. "nuclear facility":
- a. means:
 - i. any apparatus designed or used to:
 - (a) sustain nuclear fission in a self-supporting chain reaction; or
 - (b) contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - ii. any equipment or device designed or used for:
 - (a) separating the isotopes of plutonium, thorium and uranium or any one or more of them.
 - (b) processing or packaging waste "radioactive material"; and
 - iii. any equipment or device used for the alloying, fabricating or processing of plutonium, thorium and uranium enriched in the isotope uranium 233 or in the isotope uranium 235 or any one or more of them, if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than:
 - (a) 25 grams of plutonium or uranium 233 or both; or
 - (b) 250 grams of uranium 235;
 - iv. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material".
 - b. includes:
 - i. the site on which any of such apparatus, equipment, device, structure, basin, excavation, premises or place is located;
 - ii. all operations conducted on such site; and
 - iii. all premises used for such operations.
17. "personal and advertising injury" means injury arising from one or more of the following offences:
- a. false arrest, detention or imprisonment;
 - b. malicious prosecution;

- c. wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of the owner, landlord or lessor;
 - d. oral or written publication, in any manner, of material that:
 - i. libels or slanders a person or organization;
 - ii. disparages a person's or organization's goods, products or services; or
 - iii. violates a person's right of privacy;
 - e. i. the use of another's advertising idea; or
 - ii. infringing upon another's copyright, slogan or trade dress in an advertisement.
18. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any attached supplementary pages or schedules.
19. "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
20. "property damage" means:
 - a. physical loss of or damage to tangible property, including resultant loss of use of that property; or
 - b. loss of use of tangible property that is not physically lost or damaged.
21. "radioactive material" means:
 - a. neptunium, plutonium, thorium and uranium, including their derivatives and compounds; or
 - b. radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute or any law amending such act, law or statute as being:
 - i. prescribed substances capable of releasing atomic energy; or
 - ii. required for the application, production or use of atomic energy.
22. "spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by or emitted or arising from any "fungi".
23. "spouse" means either of two people who:
 - a. are married to each other; or
 - b. have lived together in a conjugal relationship outside marriage:
 - i. continuously for a period of not less than 3 years; or
 - ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child.
24. "terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing and government or instilling fear in the public or a section of the public.
25. "wrongful act" means any negligent act, error or omission.

**NON-OWNED AUTOMOBILE S.P.F. No. 6
(INCLUDING SEF 94, 96 AND 99)
916100-01**

Whereas an application has been made by the applicant (hereinafter called the insured) to the insurer for a contract of automobile insurance and the said application forms part of this contract of insurance and is as follows:

APPLICATION

Items

1.	Full name of the applicant:	As shown on the "Policy Declarations"		
	Postal address: (including county or district)			
	Applicant is:			
	(state Individual, Partnership, Corporation, Municipality or Estate)			
2.	Policy period	As shown on the "Policy Declarations"		
	From:	To:		
	12.01 a.m. standard time at the applicant's address stated herein as to each of said dates			
3.	The automobiles in respect of which insurance is to be provided are those not owned in whole or in part by, nor licensed in the name of the applicant, used in the applicant's business of:			
	As shown on the "Policy Declarations"			
4.	The applicant's partners, officers, employees and agents as of the date of this application are as follows:			
	Location:			
	Partners, officers and employees who regularly use automobiles not owned by the applicant in the applicant's business			
	(Class "A1" private passenger) (class "A2" commercial)			
	Number	Rate	Premium	\$
	Covered - to be reported if any			
	All other partners, officers and employees			
	(Class "B")			
	Number	Rate	Premium	\$
	Covered - to be reported if any			
	All applicant's agents			
	(Class "C")			
	Number	Rate	Premium	\$
	Covered - to be reported if any			
5.	"Hired automobiles" - the automobiles hired by the applicant are as follows:			
	Type of automobile			
	Estimated cost of hire			
	Rates per \$100 of cost of hire			
	Advance premium			
	Covered - to be reported if any			
	The advance premium is subject to adjustment at the end of the policy period as provided in the policy.			
6.	"Automobiles operated under contract" on behalf of the applicant are as follows:			
	Type of automobile and description of use			
	Estimated contract cost			
	Rates per \$100 of contract cost			
	Advance premium			
	Covered - to be reported if any			
	The advance premium is subject to adjustment at the end of the policy period as provided in the policy.			
7.	This application is made for insurance against the perils mentioned in this item and upon the terms and conditions of the insurer's corresponding standard policy form and for the following specified limit.			
	Insuring agreement			
	Section a third party liability			
	Perils			
	Legal liability for bodily injury to or death of any person or damage to property of others not in the care, custody or control of the applicant.			
	Limit			
	\$ As shown on the "Policy Declarations"			
	(EXCLUSIVE OF INTEREST AND COSTS) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.			
	Combined premiums	\$	As shown on the "Policy Declarations"	
	Endorsements	\$	As shown on the "Policy Declarations"	
	Minimum retained premium	\$		
	Total premium	\$	As shown on the "Policy Declarations"	

8.	Has any insurer cancelled, declined or refused to renew or issue automobile insurance to the applicant within three years preceding this application? If so, state name of insurer.	
9.	State particulars of all accidents or claims arising out of the use or operation in his business of non-owned automobiles by the applicant within the three years preceding this application.	
	Injury to persons	Damage to property of others
10.	All the statements in this application are true and the applicant hereby applies for a contract of automobile insurance to be based on the truth of the said statements.	
11.	Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured wilfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.	

I INSURING AGREEMENT

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

1. SECTION A - THIRD PARTY LIABILITY

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

2. 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 bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or
- c. for any liability assumed by any person insured by this Policy voluntarily under any contract or agreement; or
- d. for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Policy or to any property owned or rented by, or in the care, custody or control of any such person; or
- e. for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this Policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

* Not applicable in the Province of Ontario

3. ADDITIONAL AGREEMENTS OF INSURER

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

- a. 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
- b. 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
- c. 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
- d. 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
- e. be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in section A of Item 7 of the application; and
- f. 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.

4. AGREEMENTS OF INSURED

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

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

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSUREDS

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

- a. in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of
 - i. the Insured, or
 - ii. such additional insured person, or
 - iii. any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or

- b. any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

2. TERRITORY

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

3. HIRED AUTOMOBILES DEFINED

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

4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

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

5. TWO OR MORE AUTOMOBILES

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

6. PREMIUM ADJUSTMENT

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

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

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

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

II STATUTORY CONDITIONS

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

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

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

SECTION B — LEGAL LIABILITY FOR DAMAGE TO HIRED 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 "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

Subsection 1

ALL PERILS - from all perils;

Subsection 2

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

Subsection 3

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

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

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

Subsection 4

SPECIFIED PERILS - caused by fire, lightning, theft or attempt 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.

DEDUCTIBLE CLAUSE

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

TWO OR MORE AUTOMOBILES

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

EXCLUSIONS

The Insurer shall not be liable:

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

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	\$ As shown on the "Policy Declarations" (exclusive of interests and costs) any one accident		\$		\$
	\$ As shown on the "Policy Declarations" Amount Deductible				
2. COLLISION OR UPSET	\$ NOT APPLICABLE (exclusive of interests and costs) any one accident		\$		\$
	\$ Amount Deductible				
3. COMPREHENSIVE	\$ NOT APPLICABLE (exclusive of interests and costs) any one accident		\$		\$
	\$ Amount Deductible				
4. SPECIFIED PERILS	\$ NOT APPLICABLE (exclusive of interests and costs) any one accident		\$		\$
	\$ Amount Deductible				
Minimum Retained Premium	\$	TOTAL \$ As shown on the "Policy Declarations"			

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

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

**S.E.F. No. 96
CONTRACTUAL LIABILITY ENDORSEMENT**

In consideration of the premium paid it is understood and agreed that exclusion c. of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

- c. For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:
 - Date(s) of contract(s):** Any written contract, provided the 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 occurs after the execution of such contract.
 - Name(s) of other contracting party or parties:** Any person or organization.

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

S.E.F. No. 99
EXCLUDING LONG TERM
LEASED VEHICLE ENDORSEMENT

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

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

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

I. INSURING AGREEMENT

1. The Insurer will pay compensation to which this form applies, regardless of fault.
2. The amount the Insurer will pay is limited as described in IV. LIMITS OF INSURANCE.

II. COVERAGES

A. EMPLOYEE BODILY INJURY

1. Coverage A. of this form applies to compensation payable to a "Canadian resident" "employee" of the "Named Insured" following "bodily injury" to such "employee", but only if:
 - a. limits of insurance for this coverage are shown on the "Policy Declarations";
 - b. the "bodily injury" is caused by an accident that takes place in the "coverage territory";
 - c. the "bodily injury":
 - i. occurs during the policy period, and
 - ii. arises from and in the course of:
 - (a) employment by the "Named Insured"; or
 - (b) performing duties related to the conduct of the business of the "Named Insured"; and
 - d. the "employee":
 - i. submits to physical examinations, at the Insurer's expense, by physicians chosen by the Insurer, as often as reasonably required, and
 - ii. authorizes the Insurer to obtain the medical records of the "employee".

2. EXCLUSIONS

Coverage A. does not apply to:

a. Employees entitled to workers' compensation

Any "employee" who is entitled to receive workers' compensation from a government agency for the "bodily injury".

b. Expected or intended injury

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

c. Individual Named Insured

"Bodily injury" to any individual "Named Insured".

d. Medical payments and funeral expenses otherwise insured

Any "medical payments" or funeral expenses insured under:

- i. the healthcare plan of the province or territory of which the "employee" is a resident; or
- ii. any other insurance.

e. Non-Canadian employee injury

"Bodily injury" to any "employee" who is not a "Canadian resident".

f. Obligations under workers' compensation or similar laws

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

g. War

"Bodily injury" arising directly or indirectly, in whole or in part, from war, invasion, act of foreign enemy, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury".

3. COMPENSATION BASIS

a. Medical payments

The Insurer will reimburse an eligible "employee" for "medical payments" incurred as the direct result of covered "bodily injury" that are reported to the Insurer within 365 consecutive days of the accident that caused such "bodily injury".

b. Temporary total disability

If an eligible "employee":

- i. becomes "totally disabled" because of a covered accident within 14 consecutive days of such accident, and
- ii. is "totally disabled" for a period less than 365 consecutive days, the Insurer will pay the "employee" a sum equivalent to the least of:
 - (a) the "weekly net earnings" multiplied by the number of consecutive weeks the "employee" is "totally disabled"; or
 - (b) the "weekly net earnings" multiplied by the number of consecutive weeks shown for this form on the "Policy Declarations" as the Maximum Temporary Disability Period.

c. Permanent total disability

If an eligible "employee":

- i. becomes "totally disabled" because of a covered accident within 14 consecutive days of such accident, and
- ii. is "totally disabled" for a period exceeding 364 consecutive days,

the Insurer will pay the "employee", in addition to the payments already made under II. A. 3. a. and b., a sum equivalent to the "weekly net earnings" multiplied by the number of consecutive weeks shown for this form on the "Policy Declarations" as the Maximum Permanent Disability Period.

d. Death

- i. If an eligible "employee" dies as the direct result of covered "bodily injury" within 183 consecutive days of the accident that caused such "bodily injury", the Insurer will pay to the legal representative of that "employee" a sum equivalent to the "weekly net earnings" multiplied by the number of consecutive weeks shown for this form on the "Policy Declarations" as the Death Benefit Period.
- ii. The sum described in II. A. 3. d. i. will be paid in addition to any payments already made under II. A. 3. a. and b.

e. Funeral expenses

- i. If an eligible "employee" dies as the direct result of covered "bodily injury" within 183 consecutive days of the accident that caused such "bodily injury", the Insurer will reimburse the legal representative of that "employee" for incurred funeral expenses.
- ii. The reimbursement described in II. A. 3. e. i. will be paid in addition to any payments already made under II. A. 3. a., b. and d.

B. EMPLOYEES' PROPERTY

1. Coverage B. of this form applies to compensation payable to an "employee" of the "Named Insured" following "property damage" to property such "employee" personally owns, rents or occupies, but only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. the "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - c. the "property damage":
 - i. occurs during the policy period, and
 - ii. arises from and in the course of:
 - (a) employment by the "Named Insured"; or
 - (b) performing duties related to the conduct of the business of the "Named Insured".

2. EXCLUSIONS

Coverage B. does not apply to:

a. Aircraft or air cushion vehicles

"Property damage" to any aircraft or air cushion vehicle any "employee" owns or which is rented or loaned to any "employee".

b. Asbestos

See exclusion III. 1. of this form.

c. Automobiles, motorized snow vehicles or vehicles used in contests

- i. "Property damage" to any of the following vehicles any "employee" owns or which is rented or loaned to any "employee":
 - (a) any "automobile";
 - (b) any motorized snow vehicle or its trailer, unless it is:
 - (1) not an "automobile"; and
 - (2) being used in the normal course of any Insured's business; or
 - (c) any vehicle while being used in any speed or demolition contest or in any stunting activity, or in practice or preparation for such contest or activity.
- ii. Exclusion II. B. 2. c. i. applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "property damage".
- iii. Exclusion II. B. 2. c. i. does not apply to:
 - (a) "property damage" arising from the ownership, operation or use of machinery, apparatus or equipment mounted on or attached to a vehicle while the vehicle is stationary and the machinery, apparatus or equipment is in use; or
 - (b) "property damage" arising from "loading or unloading".

d. Expected or intended damage

"Property damage" expected or intended from the standpoint of any Insured. This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect people or property.

e. Fungi or spores

See exclusion III. 2. of this form.

f. Nuclear risks

See exclusion III. 3. of this form. This exclusion does not apply to the possession, consumption, use, handling, disposal or transportation of radioactive isotopes, away from a "nuclear facility", used, distributed, handled or sold by an Insured, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose.

g. Pollution

See exclusion III. 4. of this form. This exclusion does not apply to:

- i. "property damage" arising from:
 - (a) heat, smoke or fumes from a "hostile fire"; or
 - (b) material used to fight a "hostile fire";
- ii. with respect to any premises, site or location on which any Insured or a "subcontractor" working directly or indirectly on any Insured's behalf is performing work, "property damage":
 - (a) arising from the unintentional escape of fuel, lubricant or other operating fluid from a permanent and integral part of a vehicle (other than an "automobile"), which part is designed to hold, store or receive such fuel, lubricant or fluid; or

(b) sustained within a building because of the release of gases, fumes or vapours from materials (other than waste) brought into that building in connection with such work.

h. Terrorism

See exclusion III. 5. of this form.

i. War

See exclusion III. 6. of this form.

j. Watercraft

"Property damage" to any watercraft any "employee" owns or which is rented or loaned to any "employee".

C. PROPERTY OF OTHERS

1. Coverage C. of this form applies to compensation payable to any person or organization following "property damage" to that person's or organization's property, but only if:

- a. a limit of insurance for this coverage is shown on the "Policy Declarations";
- b. the "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- c. the "property damage":
 - i. occurs during the policy period, and
 - ii. arises from the conduct of the business of the "Named Insured".

2. **EXCLUSIONS**

Coverage C. does not apply to:

a. Aircraft or air cushion vehicles

"Property damage" arising from the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others by or on behalf of any Insured of any aircraft or air cushion vehicle any Insured owns or which is operated by or rented or loaned to any Insured.

b. Airports or aircraft landing areas

"Property damage" arising from the ownership, maintenance, operation, use or entrustment to others by or on behalf of any Insured of any real property for the purpose of an airport or aircraft landing area.

c. Asbestos

See exclusion III. 1. of this form.

d. Automobiles, motorized snow vehicles or vehicles used in contests

- i. "Property damage" arising from the ownership, operation or use by or on behalf of any Insured of any of the following vehicles any Insured owns or which is operated by or rented or loaned to any Insured:
 - (a) any "automobile";
 - (b) any motorized snow vehicle or its trailer, unless it is:
 - (1) not an "automobile"; and
 - (2) being used in the normal course of any Insured's business; or
 - (c) any vehicle while being used in any speed or demolition contest or in any stunting activity, or in practice or preparation for such contest or activity.
- ii. Exclusion II. C. 2. d. i. applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "property damage".

e. Custodial property

"Property damage" to any property in any Insured's care, custody or control.

f. Criminal acts

Any criminal act committed by or at the direction of any Insured or the "employee" of any Insured.

g. Electronic data

The corruption of, damage to, loss of, loss of use of, inability to access or inability to manipulate "electronic data".

h. Employee's property

Property any "employee" of the "Named Insured" personally owns, rents or occupies.

i. Expected or intended damage

"Property damage" expected or intended from the standpoint of any Insured. This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect people or property.

j. Fungi or spores

See exclusion III. 2. of this form.

k. Impaired property

"Property damage" to "impaired property" or to property that has not been physically damaged, if the "property damage" arises from:

- i. a defect, deficiency, inadequacy or dangerous condition in the "Named Insured's product" or the "Named Insured's work";
or
- ii. a delay or failure by the "Named Insured" or a "subcontractor" acting on behalf of the "Named Insured" to meet the requirements of a contract or agreement.

l. Insured's property

Property any Insured owns, rents or occupies.

m. Named Insured's product or work

"Property damage" to the "Named Insured's product" or the "Named Insured's work".

n. Nuclear risks

See exclusion III. 3. of this form.

o. Pollution

See exclusion III. 4. of this form. This exclusion does not apply to:

- i. "property damage" arising from:
 - (a) heat, smoke or fumes from a "hostile fire"; or
 - (b) material used to fight a "hostile fire";
- ii. with respect to any premises, site or location on which any Insured or a "subcontractor" working directly or indirectly on any Insured's behalf is performing work, "property damage":
 - (a) arising from the unintentional escape of fuel, lubricant or other operating fluid from a permanent and integral part of a vehicle (other than an "automobile"), which part is designed to hold, store or receive such fuel, lubricant or fluid; or
 - (b) sustained within a building because of the release of gases, fumes or vapours from materials (other than waste) brought into that building in connection with such work.

p. Professional services

"Property damage" due to:

- i. the rendering of or failure to render any "professional services" by the "Named Insured" or by a "subcontractor" acting on behalf of the "Named Insured"; or
- ii. any error, omission, malpractice or mistake in providing such "professional services".

q. Recall or withdrawal

Expenses for the adjustment, disposal, inspection, loss of use, recall, removal, repair, replacement or withdrawal of:

- i. the "Named Insured's product";
- ii. the "Named Insured's work"; or
- iii. "impaired property",
because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Relinquished property

"Property damage" to real property sold, given away or abandoned by the "Named Insured", if the "property damage" arises from any part of such real property.

s. Terrorism

See exclusion III. 5. of this form.

t. War

See exclusion III. 6. of this form.

u. Work in progress

"Property damage" to any part of any property on which the "Named Insured" or a "subcontractor" acting on behalf of the "Named Insured" is performing work, if the "property damage" arises from that work.

III. EXCLUSIONS APPLICABLE TO COVERAGES B. AND C.

Coverage B. EMPLOYEES' PROPERTY and Coverage C. PROPERTY OF OTHERS do not apply to:

1. Asbestos

"Property damage" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties and legal or other costs or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "property damage".

2. Fungi or spores

"Property damage" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "property damage".

3. Nuclear risks

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

iii. the possession, consumption, use, handling, disposal or transportation of "fissionable substances" or of other "radioactive material" used, distributed, handled or sold by any Insured.

Exclusions III. 3. a., b. and c. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "property damage".

4. Pollution

"Property damage" arising from the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

5. Terrorism

"Property damage" arising directly or indirectly, in whole or in part, from:

a. "terrorism"; or

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

Exclusions III. 5. a. and b. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "property damage".

6. War

"Property damage" arising directly or indirectly, in whole or in part, from war, invasion, act of foreign enemy, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "property damage".

IV. LIMITS OF INSURANCE

1. The limits of insurance shown for this form on the "Policy Declarations" and the following rules fix the most the Insurer will pay as voluntary payments, regardless of the number of:
 - a. Insureds;
 - b. claims made; or
 - c. people or organizations making claims.
2. The Medical Payments limit is the most the Insurer will pay under coverage II. A. for "medical payments" because of all "bodily injury" sustained by any one "employee".
3. The Maximum Weekly Benefit is the most the Insurer will pay under coverage II. A. for the "weekly net earnings" of any one "employee".
4. The Maximum Funeral Expenses limit is the most the Insurer will pay under coverage II. A. for the funeral expenses of any one "employee".
5. The Employees' Property limit is the most the Insurer will pay under coverage II. B. for "property damage" to the property of any one "employee".
6. The Property of Others limit is the most the Insurer will pay under coverage II. C. for "property damage" to the property of any one person or organization.

V. INSUREDS

The following are Insureds under this form:

1. If the "Named Insured" is:
 - a. An individual:
 - i. the "Named Insured"; and
 - ii. the "spouse" of the "Named Insured",
but only with respect to the conduct of a business of which the "Named Insured" is the sole owner.
 - b. A joint venture, limited liability partnership or partnership:
 - i. the joint venture, limited liability partnership or partnership;
 - ii. any member of and partner in such joint venture, limited liability partnership or partnership; and
 - iii. the "spouse" of such member or partner,
but only with respect to the conduct of the business of such joint venture, limited liability partnership or partnership.
 - c. An association or limited liability company:
 - i. the association or limited liability company;
 - ii. any member of such association or limited liability company, but only with respect to the conduct of the business of such association or limited liability company; and
 - iii. any "executive officer", director or manager of such association or limited liability company, but only with respect to duties as such.
 - d. A condominium corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration, a strata corporation in the Province of British Columbia or a divided co-ownership syndicate in the Province of Quebec:
 - i. the condominium corporation, strata corporation or divided co-ownership syndicate; and
 - ii. any "executive officer" or director of such condominium corporation, strata corporation or divided co-ownership syndicate, but only with respect to duties as such.
 - e. A trust:
 - i. the trust; and
 - ii. any trustee of such trust, but only with respect to duties as such.
 - f. An organization not described in V. 1. a., b., c., d. or e.:
 - i. the organization; and
 - ii. any "executive officer" or director of such organization, but only with respect to duties as such.
2. If a "Named Insured" individual dies:
 - a. any person or organization having lawful temporary custody of the property of that "Named Insured", but only:

- i. with respect to the maintenance or use of the property; and
 - ii. until a legal representative for that "Named Insured" has been appointed; and
 - b. the legal representative of the "Named Insured", but only with respect to duties as such.
3. Any organization acquired or formed by the "Named Insured" during the policy period over which the "Named Insured" maintains ownership or majority interest, provided:
- a. such organization is not an association, joint venture, limited liability company, limited liability partnership or partnership;
 - b. no other similar insurance is available to such organization;
 - c. insurance for such organization applies only until the earliest of:
 - i. 90 consecutive days from the date such organization is acquired or formed;
 - ii. such organization is specifically added to this insurance; or
 - iii. the end of the policy period; and
 - d. insurance for such organization does not apply to "bodily injury" or "property damage" that occurred before the organization's acquisition or formation by the "Named Insured".

VI. DEFINITIONS

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

1. "automobile" means:
 - a. a land motor vehicle or trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy; or
 - b. any vehicle insured under such a contract, including any attached machinery or equipment.
2. "bodily injury" means bodily injury, sickness or disease sustained by an eligible "employee", including death resulting from any of these.
3. "Canadian resident" means a person considered to be a resident of Canada by the Canada Revenue Agency.
4. "coverage territory" means anywhere in the world.
5. "electronic data" means facts, information or programs:
 - a. created or used on,
 - b. stored as or on, or
 - c. transmitted to or from
 computer software, including:
 - i. systems and applications software; and
 - ii. any other type of media intended for the electronic storage or processing of data.
6. "employee" means any person (including an "executive officer"):
 - a.
 - i. while in the regular service of the employer at the time of the accident or "occurrence";
 - ii. whom the employer compensates by salary, wages or commissions; and
 - iii. whom the employer has the right to govern and direct in the performance of such service;
 - b. leased to the employer, at the time of the accident or "occurrence", by a labour leasing organization to perform duties related to the conduct of the employer's business; or
 - c. engaged, at the time of the accident or "occurrence", to:
 - i. substitute for a permanent employee who is on leave; or
 - ii. meet seasonal or short-term workload conditions.
 "Employee" does not include:
 - (a) any broker, factor, commission merchant or consignee;
 - (b) any contractor or "subcontractor"; or
 - (c) any other agent or representative of the same general character.
7. "executive officer" means a person holding, at the time of the accident or "occurrence", any of the officer positions created by an organization's charter, constitution, bylaws or other governing document.
8. "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
9. "fungi" includes, but is not limited to:
 - a. any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic or toxigenic; and
 - b. any substance, vapour or gas produced by or emitted or arising from any fungi or "spores" or resultant allergens, mycotoxins or pathogens.
10. "hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
11. "impaired property" means tangible property, other than the "Named Insured's product" or the "Named Insured's work", that cannot be used or is less useful because:
 - a. it incorporates the "Named Insured's product" or the "Named Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. the "Named Insured" has failed to fulfill the terms of a contract or agreement, if such property can be restored to use by:
 - i. the adjustment, removal, repair or replacement of the "Named Insured's product" or the "Named Insured's work"; or
 - ii. the "Named Insured" fulfilling the terms of the contract or agreement.
12. "loading or unloading" means the handling of personal property:

- a. after it is moved from the place where it is accepted for movement into or onto an aircraft, air cushion vehicle, watercraft, "automobile", motorized snow vehicle or its trailer;
 - b. while it is in or on an aircraft, air cushion vehicle, watercraft, "automobile", motorized snow vehicle or its trailer; and
 - c. while it is being moved from an aircraft, air cushion vehicle, watercraft, "automobile", motorized snow vehicle or its trailer.
- "Loading and unloading" does not include the movement of personal property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, air cushion vehicle, watercraft, "automobile", motorized snow vehicle or its trailer.
13. "medical payments" means reasonable expenses for any of the following:
- a. first aid administered at the time of the accident;
 - b. necessary dental, medical, surgical and X-ray services, including prosthetic devices; and
 - c. necessary ambulance, hospital and professional nursing services.
14. "Named Insured" means:
- a. any Insured named on the "Policy Declarations"; and
 - b. any organization qualifying as a "Named Insured" under V. 3. of this form.
15. "Named Insured's product":
- a. means:
 - i. any goods or products manufactured, sold, handled, distributed or disposed of by:
 - (a) the "Named Insured";
 - (b) others trading under the name of the "Named Insured"; or
 - (c) a person or organization whose business or assets have been acquired by the "Named Insured"; and
 - ii. containers, materials, parts or equipment furnished in connection with such goods or products.
 - b. includes:
 - i. warranties or representations made at any time with respect to the durability, fitness, performance, quality or use of such goods or products; or
 - ii. the providing of or failure to provide warnings or instructions.
 - c. does not include:
 - i. real property; or
 - ii. vending machines or other moveable property rented to or provided for the use of others but not sold.
16. "Named Insured's work":
- a. means:
 - i. work or operations performed by or on behalf of the "Named Insured"; or
 - ii. materials, parts or equipment furnished in connection with such work or operations.
 - b. includes:
 - i. warranties or representations made at any time with respect to the durability, fitness, performance, quality or use of such work or operations; or
 - ii. the providing of or failure to provide warnings or instructions.
 - c. does not include the "Named Insured's product".
17. "nuclear energy hazard" means the explosive, radioactive, toxic or other hazardous properties of "radioactive material".
18. "nuclear facility":
- a. means:
 - i. any apparatus designed or used to:
 - (a) sustain nuclear fission in a self-supporting chain reaction; or
 - (b) contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - ii. any equipment or device designed or used for:
 - (a) separating the isotopes of plutonium, thorium and uranium or any one or more of them.
 - (b) processing or packaging waste "radioactive material"; and
 - iii. any equipment or device used for the alloying, fabricating or processing of plutonium, thorium and uranium enriched in the isotope uranium 233 or in the isotope uranium 235 or any one or more of them, if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than:
 - (a) 25 grams of plutonium or uranium 233 or both; or
 - (b) 250 grams of uranium 235;
 - iv. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material".
 - b. includes:
 - i. the site on which any of such apparatus, equipment, device, structure, basin, excavation, premises or place is located;
 - ii. all operations conducted on such site; and
 - iii. all premises used for such operations.
19. "occurrence" means an accident, including continuous or repeated exposure to substantially the same harmful conditions.
20. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any attached supplementary pages or schedules.
21. "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
22. "professional services" means any of the following:
- a. accounting, auditing, bookkeeping, tax preparation and similar services;
 - b. advertising, marketing, opinion survey, promotional and public relations services;
 - c. appraisal, inspection, investigation, loss adjustment and survey services, including the preparation and approval of estimates, maps and reports;
 - d. architectural, design and engineering services, including the preparation and approval of drawings and specifications;

- e. banking, insurance, investment, mortgage, mutual fund, pension fund, commodity futures and share transactions and similar financial services, including broking;
 - f. cosmetic and hairdressing services, including body piercing, electrolysis, permanent makeup, tanning and tattooing;
 - g. dispensing to individuals of hearing aids, orthotics, pharmaceuticals, prosthetics, vision aids and similar goods, including related advice and diagnoses;
 - h. employment-related services, including career counselling, employee benefits administration, personnel relocation and similar services;
 - i. handling or treatment of deceased human bodies, autopsies, organ donations, grief counselling and funeral arrangements;
 - j. information technology consulting services, including software and system design and programming;
 - k. law-related services, including notarisation and paralegal consultation;
 - l. management consulting services;
 - m. mental and physical healthcare services and treatments, including chiropractic care, foot care, massage, nutritional advice and physiotherapy;
 - n. real estate broking and property management services;
 - o. tour, travel and entertainment booking services;
 - p. veterinary services and treatments; or
 - q. any service, not previously described in this definition, that relies principally upon the practitioner's specialised knowledge, skill and good judgment for proper performance.
23. "property damage" means:
- a. physical loss of or damage to tangible property, including resultant loss of use of that property. The resultant loss of use will be considered to occur at the time of the physical loss or damage that caused it; or
 - b. loss of use of tangible property that is not physically lost or damaged. Such loss of use will be considered to occur at the time of the "occurrence" that caused it.
- Tangible property does not include "electronic data".
24. "radioactive material" means:
- a. neptunium, plutonium, thorium and uranium, including their derivatives and compounds; or
 - b. radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute or any law amending such act, law or statute as being:
 - i. prescribed substances capable of releasing atomic energy; or
 - ii. required for the application, production or use of atomic energy.
25. "spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by or emitted or arising from any "fungi".
26. "spouse" means either of two people who:
- a. are married to each other; or
 - b. have lived together in a conjugal relationship outside marriage:
 - i. continuously for a period of not less than 3 years; or
 - ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child.
27. "subcontractor" means a person or organization that agrees or contracts with a principal to perform specific work in accordance with the requirements of the agreement or contract. "Subcontractor" does not include an "employee".
28. "terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government or instilling fear in the public or a section of the public.
29. "totally disabled" means inability, as a direct result of covered "bodily injury", to undertake any type of paid work.
30. "weekly net earnings" means the least of:
- a. 67% of the weekly average of the gross amount of compensation paid by the "Named Insured" to the "employee":
 - i. during:
 - (a) the 4 consecutive weeks immediately before the date of the accident; or
 - (b) if the "employee" has worked for the "Named Insured" less than 4 weeks, for the period the "employee" has worked for the "Named Insured";
 - ii. before any deductions;
 - iii. including any payment for overtime worked; or
 - b. the amount shown for this form on the "Policy Declarations" as the Maximum Weekly Benefit.

I. INSURING AGREEMENT

1. The Insurer will reimburse the "Named Insured" for expenses to which this form applies. The expenses must arise during the normal course of an Insured's business activities.
2. The expenses must be incurred and reported to the Insurer by the "Named Insured" within 12 consecutive months of the "Named Insured" first becoming aware of the condition requiring such expenses.
3. The amount the Insurer will reimburse is limited as described in III. LIMIT OF INSURANCE.

II. COVERAGE

1. This form applies to expenses which the "Named Insured" is required to pay, under the provisions of any provincial or territorial law or regulation, for controlling and extinguishing any "forest fire", but only if:
 - a. the expenses are incurred within the "coverage territory"; and
 - b. the "forest fire" starts during the policy period.

2. EXCLUSIONS

This coverage does not apply to:

a. Bodily or mental injury and property damage

Liability of any person or organization for "bodily or mental injury" or "property damage".

b. Contractual assumption of expenses

Expenses which any Insured is required to pay because of the assumption of liability in a contract or agreement. This exclusion does not apply to a requirement to pay expenses that any Insured would have in the absence of the contract or agreement.

c. Criminal acts

Expenses incurred because of any criminal act committed by or at the direction of any Insured.

d. Fines, penalties, liquidated damages and taxes

Any fines, penalties, liquidated damages or taxes.

e. Intentional burning

Expenses incurred because of any work involving the application by or on behalf of the "Named Insured" of an open flame in any manner. This exclusion does not apply if:

- i. the entire area that is within 8 metres of such work is hosed with water immediately before such work;
- ii. a full water tank, with a capacity of at least 1000 litres, is kept next to the work area throughout such work and for 2 hours afterwards;
- iii. each person involved in the work is equipped with a hand-operated backpack pump with a capacity of at least 18 litres;
- iv. a fire watcher, trained to perform fire extinguishment duties, equipped with a hand-operated backpack pump with a capacity of at least 18 litres and with immediate access to a working telephone or equivalent communication device, is continuously present:
 - (a) throughout such work; and
 - (b) immediately after such work for at least 2 hours.

III. LIMIT OF INSURANCE

The limit of insurance shown for this form on the "Policy Declarations" is the most the Insurer will pay as reimbursement, regardless of the number of Insureds, for the total of all expenses incurred by the "Named Insured" during any one policy period for controlling and extinguishing "forest fires".

IV. INSUREDS

The following are Insureds under this form:

1. If the "Named Insured" is:
 - a. An individual:
 - i. the "Named Insured"; and
 - ii. the "spouse" of the "Named Insured",
but only with respect to the conduct of a business of which the "Named Insured" is the sole owner.
 - b. A joint venture, limited liability partnership or partnership:
 - i. the joint venture, limited liability partnership or partnership;
 - ii. any member of and partner in such joint venture, limited liability partnership or partnership; and
 - iii. the "spouse" of such member or partner,
but only with respect to the conduct of the business of such joint venture, limited liability partnership or partnership.
 - c. An association or limited liability company:
 - i. the association or limited liability company;
 - ii. any member of such association or limited liability company, but only with respect to the conduct of the business of such association or limited liability company; and
 - iii. any "executive officer", director or manager of such association or limited liability company, but only with respect to duties as such.
 - d. An organization not described in IV. 1. a., b. or c.:
 - i. the organization; and
 - ii. any "executive officer" or director of such organization, but only with respect to duties as such.
2. If a "Named Insured" individual dies:

- a. any person or organization having lawful temporary custody of the property of that "Named Insured", but only:
 - i. with respect to the maintenance or use of the property; and
 - ii. until a legal representative for that "Named Insured" has been appointed; and
 - b. the legal representative of the "Named Insured", but only with respect to duties as such.
3. Any organization acquired or formed by the "Named Insured" during the policy period over which the "Named Insured" maintains ownership or majority interest, provided:
- a. such organization is not an association, joint venture, limited liability company, limited liability partnership or partnership;
 - b. no other similar insurance is available to such organization;
 - c. insurance for such organization applies only until the earliest of:
 - i. 90 consecutive days from the date such organization is acquired or formed;
 - ii. such organization is specifically added to this insurance; or
 - iii. the end of the policy period; and
 - d. insurance for such organization does not apply to expenses for controlling and extinguishing any "forest fire" that started before the organization's acquisition or formation by the "Named Insured".

V. DEFINITIONS

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

- 1. "bodily or mental injury" means:
 - a. bodily injury, sickness or disease sustained by a person; and
 - b. anguish, shock or other mental injury sustained by a person, including death of the person at any time that results from a. or b.
- 2. "coverage territory" means anywhere within Canada.
- 3. "executive officer" means a person holding, at the time of the forest fire, any of the officer positions created by an organization's charter, constitution, bylaws or other governing document.
- 4. "forest fire" means a fire which:
 - a. becomes uncontrollable or breaks out from where it was intended to be, and
 - b. causes physical damage in a forest, on a prairie or in a wildland area.
- 5. "Named Insured" means:
 - a. any Insured named on the "Policy Declarations"; and
 - b. any organization qualifying as a "Named Insured" under IV. 3. of this form.
- 6. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any attached supplementary pages or schedules.
- 7. "property damage" means:
 - a. physical loss of or damage to tangible property, including resultant loss of use of that property; or
 - b. loss of use of tangible property that is not physically lost or damaged.
- 8. "spouse" means either of two people who:
 - a. are married to each other; or
 - b. have lived together in a conjugal relationship outside marriage:
 - i. continuously for a period of not less than 3 years; or
 - ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child.

**This endorsement changes the coverage provided by:
GENERAL LIABILITY FORM - 916000**

1. In addition to the exclusions in COVERAGE A. BODILY OR MENTAL INJURY AND PROPERTY DAMAGE LIABILITY, Coverage A. does not apply to:

Abuse

Claims or "actions":

- a. arising directly or indirectly from "abuse" committed or alleged to have been committed by any Insured, including the resultant transmission of disease;
 - b. based on the practices of the "Named Insured" for:
 - i. hiring an "employee",
 - ii. acceptance of a "volunteer worker", or
 - iii. supervision or retention of any person who is alleged to have committed "abuse";
 - c. alleging knowledge by any Insured of the alleged "abuse"; or
 - d. alleging failure by any Insured to report "abuse" to the appropriate authorities.
2. Wherever used in this endorsement, "abuse" means any act or threat involving corporal punishment, harassment, molestation or any other form of emotional, mental, physical, psychological or sexual abuse.

All other terms, conditions, exclusions and limitations of the policy are unchanged.

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

I. INSURING AGREEMENT

1. The Insurer will pay "damages" for which an Insured is legally liable and to which this form applies. The Insurer will have the right and duty to defend that Insured against any "claim" for such "damages". The Insurer will have no duty to defend that Insured against any "claim" for "damages" to which this form does not apply. The Insurer may, at its sole discretion, investigate any "wrongful act" and settle any such "claim".
2. The amount the Insurer will pay as "damages" and "costs" is limited as described in III. LIMIT OF INSURANCE.
3. The Insurer's right and duty to defend ends when the limit of insurance has been exhausted in the payment of:
 - a. in the Province of Quebec, judgments and settlements; or
 - b. in any jurisdiction except the Province of Quebec, judgments, settlements and "costs".
4. Liability Condition II. 3. SUPPLEMENTARY PAYMENTS applies only to "claims" in the Province of Quebec.

II. COVERAGE

1. This form applies to any "wrongful act", but only if:
 - a. a "claim" for such "wrongful act" is:
 - i. first made, and
 - ii. reported to the Insurer during:
 - (a) the policy period; or
 - (b) if applicable, the extended reporting period, as described in Liability Condition V. 4. EXTENDED REPORTING PERIOD;
 - b. the "wrongful act":
 - i. is committed or alleged to have been committed by or on behalf of the "Named Insured" when:
 - (a) hiring or promoting any "employee",
 - (b) accepting any "volunteer worker", or
 - (c) supervising or retaining any person who is alleged to have committed "abuse";
 - ii. involves knowledge by any Insured of "abuse"; or
 - iii. involves failure by any Insured to report "abuse" to the appropriate authorities; and
 - c. the "wrongful act" was committed:
 - i. in the normal course of the business or profession of the "Named Insured";
 - ii. in the "coverage territory"; and
 - iii. (a) if a retroactive date is shown for this form on the "Policy Declarations", between that retroactive date and the end of the policy period; or
(b) if no retroactive date is shown for this form on the "Policy Declarations", before the end of the policy period.
2. All "claims" for "wrongful acts" made by any one person or the dependents or beneficiaries of that person will be considered as having been made at the time the first of those "claims" is made against any Insured.

3. EXCLUSIONS

This insurance does not apply to "claims" for:

a. Abuse committed by any Insured

"Abuse" committed or alleged to have been committed by any Insured, including the resultant transmission of disease. This exclusion does not apply to:

- i. "damages" awarded against and "costs" incurred for any other Insured who did not direct or participate in the "abuse"; or
- ii. "costs" incurred for the Insured alleged to have committed "abuse", but only until the Insured alleged to have committed "abuse":
 - (a) admits to having committed the "abuse"; or
 - (b) is found to have committed the "abuse" by a court of law.

b. Advertising injury, bodily or mental injury, personal injury or property damage

- i. "Bodily or mental injury", unless directly attributable to a "wrongful act" insured by this form; or
- ii. "personal and advertising injury" or "property damage".

c. Asbestos

Any actual or alleged liability for any legal remedy of any kind whatsoever in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".

d. Contractual assumption of liability

A "wrongful act" for which any Insured is obligated to pay "damages" because of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":

- i. that any Insured would have in the absence of the contract or agreement; or
- ii. assumed in an "insured contract", but only if the "wrongful act" is committed after the execution of the "insured contract".

e. Employee abuse

- i. "Abuse" of any "employee" of any Insured, other than a "Canadian resident" "employee" of the "Named Insured", arising from and in the course of:
 - (a) employment by any Insured; or

- (b) performing duties related to the conduct of any Insured's business.
- ii. Exclusion II. 3. e. i. applies:
 - (a) whether any Insured is liable as an employer or in any other capacity; and
 - (b) to any obligation to share "damages" with or repay another who is liable for "damages" because of such "abuse".
- iii. Exclusion II. 3. e. i. does not apply to liability assumed by any Insured under an "insured contract".

f. Fungi or spores

- i. Any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
- ii. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with II. 3. f. i.; or
- iii. any obligation to pay "damages", share "damages" with or repay someone else who must pay "damages" because of II. 3. f. i. or ii.

Exclusions II. 3. f. i., ii. and iii. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".

g. Known wrongful acts

Any "wrongful act" that, before the policy period, was:

- i. known to any Insured; and
- ii. undisclosed to the Insurer.

h. Nuclear risks

- i. Liability imposed by or arising from any nuclear liability act, law or statute, or any amendment to these;
- ii. any liability with respect to which any Insured is also insured under a contract of nuclear energy liability insurance (whether that Insured is unnamed in such contract and whether or not it is legally enforceable by that Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or pool of insurers, or would be an insured under any such contract but for its termination upon exhaustion of its limit of liability; or
- iii. the "nuclear energy hazard" arising from:
 - (a) the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of any Insured;
 - (b) the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or
 - (c) the possession, consumption, use, handling, disposal or transportation of "fissionable substances" or of other "radioactive material" used, distributed, handled or sold by any Insured.

Exclusions II. 3. h. i., ii. and iii. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".

i. Pollution

The actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

j. Terrorism

- i. "Terrorism"; or
 - ii. any activity or decision of a government agency or other entity to prevent or respond to or terminate "terrorism".
- Exclusions II. 3. j. i. and ii. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".

k. War

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

III. LIMIT OF INSURANCE

1. The limit of insurance shown for this form on the "Policy Declarations" and the following rules fix the most the Insurer will pay as "damages" and, except in the Province of Quebec, as "costs", regardless of the number of:
 - a. Insureds;
 - b. "claims" made; or
 - c. people making "claims".
2. a. The Abuse Aggregate limit is the most the Insurer will pay under this form for:
 - i. "damages" in the Province of Quebec; or
 - ii. "damages" and "costs" in any jurisdiction except the Province of Quebec, because of all "wrongful acts".
- b. i. If the policy period shown on the "Policy Declarations" is 12 months or less, the Aggregate limit is the most the Insurer will pay during the policy period; or
- ii. if the policy period shown on the "Policy Declarations" is more than 12 months, the Aggregate limit is the most the Insurer will pay during each consecutive 12-month period within the policy period, starting from the beginning of the policy period; and
- iii. if the policy period shown on the "Policy Declarations" is extended after issuance of the policy, the additional period will be considered part of the immediately preceding policy period for the purpose of determining the applicable Aggregate limit.

IV. INSUREDS

The following are Insureds under this form:

1. If the "Named Insured" is:
 - a. An individual:

- i. the "Named Insured"; and
 - ii. the "spouse" of the "Named Insured",
but only with respect to the conduct of a business of which the "Named Insured" is the sole owner.
 - b. A joint venture, limited liability partnership or partnership:
 - i. the joint venture, limited liability partnership or partnership;
 - ii. any member of and partner in such joint venture, limited liability partnership or partnership; and
 - iii. the "spouse" of such member or partner,
but only with respect to the conduct of the business of such joint venture, limited liability partnership or partnership.
 - c. An association or limited liability company:
 - i. the association or limited liability company;
 - ii. any member of such association or limited liability company, but only with respect to the conduct of the business of such association or limited liability company; and
 - iii. any "executive officer", director or manager of such association or limited liability company, but only with respect to duties as such.
 - d. A trust:
 - i. the trust; and
 - ii. any trustee of such trust, but only with respect to duties as such.
 - e. An organization not described in IV. 1. a., b., c. or d.:
 - i. the organization;
 - ii. any "executive officer" or director of such organization, but only with respect to duties as such; and
 - iii. any shareholder of such organization, but only with respect to liability as shareholder.
2. If a "Named Insured" individual dies:
 - a. any person or organization having lawful temporary custody of the property of that "Named Insured", but only:
 - i. with respect to liability arising from any "wrongful act" by or on behalf of the "Named Insured"; and
 - ii. until a legal representative for that "Named Insured" has been appointed; and
 - b. the legal representative of the "Named Insured", but only with respect to duties as such.
 3.
 - a. Any "employee" who is not also a manager of a "Named Insured" limited liability company or an "executive officer", but only for acts within the scope of employment by an Insured or while performing duties related to the conduct of the business of the "Named Insured".
 - b. Any "volunteer worker", but only while performing duties related to the conduct of the business of the "Named Insured".

V. DEFINITIONS

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

1. "abuse" means any act or threat involving corporal punishment, harassment, molestation or any other form of emotional, mental, physical, psychological or sexual abuse.
2. "bodily or mental injury" means:
 - a. bodily injury, sickness or disease sustained by a person; or b. anguish, shock or other mental injury sustained by a person, including death of the person at any time that results from a. or b.
3. "Canadian resident" means a person considered to be a resident of Canada by the Canada Revenue Agency.
4. "claim" means:
 - a. a written or oral notice received by any Insured that it is the intention of any party to hold that Insured responsible for a "wrongful act" to which this form applies; or
 - b. a specific written or oral allegation received by any Insured that a "wrongful act" to which this form applies has been committed by any Insured.
5. "costs" means:
 - a. all expenses incurred by the Insurer, except:
 - i. the cost of staff attorneys permanently employed by the Insurer; and
 - ii. the cost of the Insurer's internal claims handling staff;
 - c. the cost of bonds to release attachments, but only for bond amounts within the limit of insurance. The Insurer does not have to obtain or issue such bonds.
 - d. all reasonable expenses incurred by an Insured at the Insurer's request to assist in the investigation or defence of the "claim", including actual loss of earnings because of time off work;
 - e. all costs assessed or awarded against an Insured upon that part of the judgment that is within the limit of insurance; and
 - f. any interest accruing:
 - i. after entry of judgment upon that part of the judgment that is within the limit of insurance; and
 - ii. before the Insurer has paid, offered to pay or deposited in court that part of the judgment that is within the limit of insurance.
6. "coverage territory" means anywhere in the world, provided an Insured's responsibility to pay "damages" is determined in judicial or arbitration proceedings brought and adjudicated within Canada or the United States of America (including its territories and possessions).
7. "damages" means monetary damages, including prejudgment interest, due or awarded in payment:
 - a. for actual injury, damage or loss, including care and loss of services resulting from "bodily or mental injury"; or
 - b. as punishment or deterrence for wilful, malicious, or oppressive behaviour, but only if:
 - i. insurance for such punitive or deterrent damages is permitted by law; and
 - ii. any Insured against whom such punitive or deterrent damages are awarded is not, in fact, directly responsible for such behaviour.

8. "employee" means any person (including an "executive officer"):
- a.
 - i. while in the regular service of the employer at the time of the "wrongful act";
 - ii. whom the employer compensates by salary, wages or commissions; and
 - iii. whom the employer has the right to govern and direct in the performance of such service;
 - b. leased to the employer, at the time of the "wrongful act", by a labour leasing organization to perform duties related to the conduct of the employer's business; or
 - c. engaged, at the time of the "wrongful act", to:
 - i. substitute for a permanent employee who is on leave; or
 - ii. meet seasonal or short-term workload conditions.
- "Employee" does not include:
- (a) any broker, factor, commission merchant or consignee;
 - (b) any contractor or subcontractor; or
 - (c) any other agent or representative of the same general character.
9. "executive officer" means a person holding, at the time of the "wrongful act", any of the officer positions created by an organization's charter, constitution, bylaws or other governing document.
10. "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
11. "fungi" includes, but is not limited to:
- a. any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic or toxigenic; and
 - b. any substance, vapour or gas produced by or emitted or arising from any fungi or "spores" or resultant allergens, mycotoxins or pathogens.
12. "insured contract" means any of the following, whether or not in writing:
- a. a lease for real property;
 - b. a sidetrack agreement;
 - c. an easement or licence agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - d. any other easement agreement;
 - e. an obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
 - f. an elevator maintenance agreement; or
 - g. that part of any contract or agreement, not described in V. 12. a., b., c., d., e. or f., under which the "Named Insured" assumes the non-contractual legal liability of another to pay "damages" to a third party because of "bodily or mental injury" arising from "abuse" that is caused, in whole or in part, by the "Named Insured" or by anyone acting on behalf of the "Named Insured".
13. "Named Insured" means any Insured named on the "Policy Declarations".
14. "nuclear energy hazard" means the explosive, radioactive, toxic or other hazardous properties of radioactive material.
15. "nuclear facility":
- a. means:
 - i. any apparatus designed or used to:
 - (a) sustain nuclear fission in a self-supporting chain reaction; or
 - (b) contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - ii. any equipment or device designed or used for:
 - (a) separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
 - (b) processing or packaging waste "radioactive material"; and
 - iii. any equipment or device used for the alloying, fabricating or processing of plutonium, thorium and uranium enriched in the isotope uranium 233 or in the isotope uranium 235 or any one or more of them, if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than:
 - (a) 25 grams of plutonium or uranium 233 or both; or
 - (b) 250 grams of uranium 235;
 - iv. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material".
 - b. includes:
 - i. the site on which any of such apparatus, equipment, device, structure, basin, excavation, premises or place is located;
 - ii. all operations conducted on such site; and
 - iii. all premises used for such operations.
16. "personal and advertising injury" means injury arising from one or more of the following offences:
- a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of the owner, landlord or lessor;
 - d. oral or written publication, in any manner, of material that:
 - i. libels or slanders a person or organization;
 - ii. disparages a person's or organization's goods, products or services; or
 - iii. violates a person's right of privacy;
 - e.
 - i. the use of another's advertising idea; or
 - ii. infringing upon another's copyright, slogan or trade dress in an advertisement.
17. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any attached supplementary pages or schedules.
18. "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "property damage" means:
 - a. physical loss of or damage to tangible property, including resultant loss of use of that property; or
 - b. loss of use of tangible property that is not physically lost or damaged.

20. "radioactive material" means:
 - a. neptunium, plutonium, thorium and uranium, including their derivatives and compounds; or
 - b. radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute or any law amending such act, law or statute as being:
 - i. prescribed substances capable of releasing atomic energy; or
 - ii. required for the application, production or use of atomic energy.

21. "spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by or emitted or arising from any "fungi".

22. "spouse" means either of two people who:
 - a. are married to each other; or
 - b. have lived together in a conjugal relationship outside marriage:
 - i. continuously for a period of not less than 3 years; or
 - ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child.

23. "terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing and government or instilling fear in the public or a section of the public.

24. "volunteer worker" means any person (including an "executive officer") who, at the time of the "wrongful act":
 - a. is not an "employee";
 - b. donates work;
 - c. acts at the direction of and within the scope of duties determined by the "Named Insured"; and
 - d. is not paid a fee, salary or other compensation (other than out-of-pocket expenses) by the "Named Insured" or anyone else for the work performed for the "Named Insured".

25. "wrongful act" means any negligent act, error or omission.

**NONPROFIT ORGANIZATION'S
DIRECTORS' & OFFICERS' LIABILITY FORM
918000-01**

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

I. INSURING AGREEMENT

1. The Insurer will pay "damages" for which an Insured is legally liable and to which this form applies. The Insurer will have the right and duty to defend that Insured against any "claim" for such "damages". The Insurer will have no duty to defend that Insured against any "claim" for "damages" to which this form does not apply. The Insurer may, at its sole discretion, investigate any "wrongful act" and settle any such "claim".
2. The Insurer will also reimburse the "Named Insured" for the "costs" of responding to a "derivative demand", non-monetary relief demand or "oppression remedy demand" to which this form applies. The "Named Insured" may appoint professional advisors and legal counsel to respond to any such demand, but only if the Insurer's prior written approval has been obtained for such advisors and counsel and their fee scales. Such approval will not be unreasonably withheld.
3. The amount the Insurer will pay as "damages" and "costs" is limited as described in IV. LIMITS OF INSURANCE.
4. The Insurer's right and duty to defend and duty to reimburse "costs" end when the applicable limit of insurance has been exhausted in the payment of "costs", judgments and settlements.
5. Except as specifically stated in the Liability Conditions, the Insurer has no other obligation to make payments or undertake acts or services.

II. COVERAGES

A. DIRECTORS' AND OFFICERS' LIABILITY

1. Coverage A. of this form applies to any "wrongful act" in the organizational governance of the "Named Insured", but only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. a "claim" for such "wrongful act" is:
 - i. first made against an Insured, and
 - ii. reported as soon as practicable by the "Named Insured" to the Insurer during:
 - (a) the policy period; or
 - (b) if applicable, the extended reporting period, as described in Liability Condition V. 4. EXTENDED REPORTING PERIOD;
 - c. the "wrongful act" is committed:
 - i. in the normal course of the not-for-profit operations shown on the "Policy Declarations";
 - ii. in the "coverage territory"; and
 - iii. (a) if a retroactive date is shown for this form on the "Policy Declarations", between that retroactive date and the end of the policy period; or
(b) if no retroactive date is shown for this form on the "Policy Declarations", before the end of the policy period; and
 - d. the "claim" is brought and adjudicated in Canada.
2. All "claims" for "wrongful acts" made by:
 - a. any one person or the dependents or beneficiaries of that person, or
 - b. any one organization or the owners, "directors", "officers" or "trustees" of that organizationwill be considered as having been made at the time the first of those "claims" is made against any Insured.
3. **EXCLUSIONS**
Coverage A. does not apply to "claims":
 - a. **Abuse**
 - i. Arising directly or indirectly from "abuse" committed or alleged to have been committed by an Insured, including the resultant transmission of disease;
 - ii. based on the practices of the "Named Insured" for:
 - (a) hiring an "employee",
 - (b) acceptance of a "volunteer worker", or
 - (c) supervision or retention of any person who is alleged to have committed "abuse";
 - iii. alleging knowledge by an Insured of the alleged "abuse"; or
 - iv. alleging failure by an Insured to prevent "abuse" or to report "abuse" to the appropriate authorities.
 - b. **Advertising injury, bodily injury, personal injury or property damage**
See exclusion III. 1. of this form. This exclusion does not apply to "personal and advertising injury" if the Insured is not protected by insurance for "personal and advertising injury":
 - i. in another part of this policy; or
 - ii. in another policy.
 - c. **Anti-competitive acts**
For anti-competitive or anti-trust acts or price fixing or restraint of trade. This exclusion does not apply to reasonable "costs" for defending such "claim".
 - d. **Asbestos**
See exclusion III. 2. of this form.
 - e. **Contract breach**

- Arising from any breach of contract or failure to proceed with a contract. This exclusion does not apply to an Insured who has no knowledge of such contract breach or failure to proceed.
- f. **Criminal, dishonest or fraudulent act**
Arising from or contributed to by any criminal, dishonest or fraudulent act, error or omission committed by or at the direction of any Insured. This exclusion does not apply:
 - i. to an Insured who did not commit, consent to, direct or participate in such act, error or omission; or
 - ii. until a judgment or other final adjudication finds that such act, error or omission is criminal, dishonest or fraudulent.
 - g. **Directors' or officers' claims**
Brought by or on behalf of any "director" or "officer" of the "Named Insured". This exclusion does not apply to:
 - i. a cross claim;
 - ii. a third-party claim; or
 - iii. a claim for contribution or indemnity which is part of and results directly from a "claim" which is not otherwise excluded by this form.
 - h. **Discrimination**
Arising from discrimination that is:
 - i. an offence under the Criminal Code of Canada;
 - ii. related to employment; or
 - iii. covered by any other valid insurance.
 - i. **Employment-related practice**
Arising from any "employment practice". This exclusion applies:
 - i. whether any Insured is liable as an employer or in any other capacity; and
 - ii. to any obligation to share "damages" with or repay another who is liable for "damages" because of such "employment practice".
 - j. **Fiduciary duty breach**
See exclusion III. 3. of this form.
 - k. **Fines, liquidated damages, penalties or taxes**
See exclusion III. 4. of this form.
 - l. **Fungi or spores**
See exclusion III. 5. of this form.
 - m. **Known wrongful acts**
See exclusion III. 6. of this form.
 - n. **Mental injury**
Arising from anguish, shock or other mental injury sustained by a person, including death resulting from any of these at any time.
 - o. **Named Insured's claims**
Brought by or at the direction of or with the participation of the "Named Insured". This exclusion does not apply to:
 - i. reasonable "costs" incurred by the "Named Insured" to investigate a "derivative demand"; or
 - ii. a "claim" brought against any "director" or "officer" of the "Named Insured" by a liquidator, receiver or trustee in bankruptcy on behalf of the "Named Insured".
 - p. **Nuclear risks**
See exclusion III. 7. of this form.
 - q. **Pollution**
See exclusion III. 8. of this form.
 - r. **Privacy breach**
See exclusion III. 9. of this form.
 - s. **Terrorism**
See exclusion III. 10. of this form.
 - t. **Unapproved remuneration**
For the return of any remuneration paid to any "director" or "officer" of the "Named Insured" without the previous approval of the "Named Insured" if:
 - i. it is determined by a judgment or other final adjudication that such remuneration is in violation of law; or
 - ii. such remuneration is to be repaid to the "Named Insured" under a settlement agreement.
 - u. **Unentitled advantage or profit**
Arising from any Insured gaining an advantage or profit to which such Insured is not legally entitled. This exclusion does not apply to an Insured who did not consent to, direct or participate in such advantage or profit.
 - v. **War**
See exclusion III. 11. of this form.

B. EMPLOYMENT PRACTICES LIABILITY

1. Coverage B. of this form applies to any "wrongful act" in any "employment practice" by or on behalf of the "Named Insured", but only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. a "claim" for such "wrongful act" is:
 - i. first made against an Insured, and
 - ii. reported as soon as practicable by the "Named Insured" to the Insurer during:
 - (a) the policy period; or
 - (b) if applicable, the extended reporting period, as described in Liability Condition V. 4. EXTENDED REPORTING PERIOD;
 - c. the "wrongful act" is committed:
 - i. in the normal course of the not-for-profit operations shown on the "Policy Declarations";
 - ii. in the "coverage territory"; and
 - iii. (a) if a retroactive date is shown for this form on the "Policy Declarations", between that retroactive date and the end of the policy period; or
(b) if no retroactive date is shown for this form on the "Policy Declarations", before the end of the policy period; and
 - d. the "claim" is brought and adjudicated in Canada.
2. All "claims" for "wrongful acts" made by any one person or the dependents or beneficiaries of that person will be considered as having been made at the time the first of those "claims" is made against any Insured.

3. EXCLUSIONS

Coverage B. does not apply to "claims":

- a. **Advertising injury, bodily injury, personal injury or property damage**
See exclusion III. 1. of this form. This exclusion does not apply to the reasonable "costs" incurred by a "director" or "officer" of the "Named Insured" to defend a criminal proceeding alleging "bodily injury" pursuant to section 217.1 of the Criminal Code of Canada.
- b. **Asbestos**
See exclusion III. 2. of this form.
- c. **Collective agreement grievance**
Arising from a grievance brought pursuant to any collective agreement.
- d. **Fiduciary duty breach**
See exclusion III. 3. of this form.
- e. **Fines, liquidated damages, penalties or taxes**
See exclusion III. 4. of this form.
- f. **Fungi or spores**
See exclusion III. 5. of this form.
- g. **Known wrongful acts**
See exclusion III. 6. of this form.
- h. **Nuclear risks**
See exclusion III. 7. of this form.
- i. **Pollution**
See exclusion III. 8. of this form. This exclusion does not apply to a "claim" alleging retaliation against an "employee" as the result of a disclosure with respect to "pollutants" by that "employee".
- j. **Privacy breach**
See exclusion III. 9. of this form.
- k. **Terrorism**
See exclusion III. 10. of this form.
- l. **War**
See exclusion III. 11. of this form.

C. OUTSIDE DIRECTORSHIPS LIABILITY

1. Coverage C. of this form applies to any "wrongful act" in the organizational governance or "employment practices" of any "outside organization", but only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. a "claim" for such "wrongful act" is:
 - i. first made against an Insured, and
 - ii. reported as soon as practicable by that Insured to the Insurer during:
 - (a) the policy period; or
 - (b) if applicable, the extended reporting period, as described in Liability Condition V. 4. EXTENDED REPORTING PERIOD;
 - c. the Insured is a "director", "officer" or "trustee" of the "outside organization" with the permission of the "Named Insured";
 - d. such "outside organization" is legally prohibited from or financially incapable of indemnifying such Insured for liability arising from the "wrongful act";

- e. the “wrongful act” is committed:
 - i. in the normal course of the operations of such “outside organization”;
 - ii. in the “coverage territory”; and
 - iii. (a) if a retroactive date is shown for this form on the “Policy Declarations”, between that retroactive date and the end of the policy period; or
 - (b) if no retroactive date is shown for this form on the “Policy Declarations”, before the end of the policy period; and
 - f. the “claim” is brought and adjudicated in Canada.
2. All “claims” for “wrongful acts” made by:
- a. any one person or the dependents or beneficiaries of that person, or
 - b. any one organization or the owners, “directors”, “officers” or “trustees” of that organization will be considered as having been made at the time the first of those “claims” is made against any Insured.
3. **EXCLUSIONS**
Coverage C. does not apply to “claims”:
- a. **Coverage A. and B. exclusions**
That would be excluded by Coverage A. (other than exclusion 3. i.) or Coverage B. of this form if the “claim” had arisen from a “wrongful act” in the organizational governance or “employment practices” of the “Named Insured”.
 - b. **Outside organization’s claim**
Made against any Insured by or on behalf of:
 - i. the “outside organization”; or
 - ii. any owner, “director”, “officer” or “trustee” of the “outside organization”.

III. EXCLUSIONS APPLICABLE TO ALL COVERAGES

This form does not apply to:

1. **Advertising injury, bodily injury, personal injury or property damage**
“Bodily injury”, “personal and advertising injury” or “property damage”.
2. **Asbestos**
Any actual or alleged liability for any legal remedy of any kind whatsoever in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to “damages”.
3. **Fiduciary duty breach**
Any breach of any fiduciary duty or responsibility in the “administration” of an “employee benefits program”.
4. **Fines, liquidated damages, penalties or taxes**
Fines, liquidated damages, penalties or taxes.
5. **Fungi or spores**
 - a. Any actual or alleged liability for inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”;
 - b. any loss, cost or expense arising from any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with III. 5. a.; or
 - c. any obligation to pay “damages”, share “damages” with or repay someone else who must pay “damages” because of III. 5. a. or b.

Exclusions III. 5. a., b. and c. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to “damages”.
6. **Known wrongful acts**
Any “claim”:
 - a. resulting from litigation begun before or pending at the inception date of this policy;
 - b. known to the “Named Insured”, the “outside organization” or any “director”, “officer” or “trustee” of either before the inception date of this policy; or
 - c. based on circumstances known to the “Named Insured”, the “outside organization” or any “director”, “officer” or “trustee” of either before the inception date of this policy.
7. **Nuclear risks**
 - a. Liability imposed by or arising from any nuclear liability act, law or statute, or any amendment to these;
 - b. any liability with respect to which any Insured is also insured under a contract of nuclear energy liability insurance (whether that Insured is unnamed in such contract and whether or not it is legally enforceable by that Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or pool of insurers, or would be an insured under any such contract but for its termination upon exhaustion of its limit of liability; or
 - c. the “nuclear energy hazard” arising from:
 - i. the ownership, maintenance, operation or use of a “nuclear facility” by or on behalf of any Insured;
 - ii. the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”; or
 - iii. the possession, consumption, use, handling, disposal or transportation of “fissionable substances” or of other “radioactive material” used, distributed, handled or sold by any Insured.

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

8. **Pollution**

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

9. **Privacy breach**

The loss, copying or release, from one or more databases controlled by the "Named Insured" or the "outside organization", of:

- a. personal health information, as defined in the Personal Information Protection and Electronic Documents Act of Canada, or as expanded by definitions contained in applicable provincial or territorial statutes, including but not limited to the Health Information Act of Alberta, the Personal Health Information Act of Manitoba, the Personal Health Information Privacy and Access Act of New Brunswick, the Personal Health Information Protection Act of Ontario and the Health Information Protection Act of Saskatchewan, as amended from time to time; or
- b. any piece of information, which could potentially be used to uniquely identify an individual and to facilitate identity fraud. This information includes, but is not limited to, the following:
 - i. identification and contact information;
 - ii. government issued identification numbers; or
 - iii. financial information.

10. **Terrorism**

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

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

11. **War**

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

IV. **LIMITS OF INSURANCE**

1. The limits of insurance shown for this form on the "Policy Declarations" and the following rules fix the most the Insurer will pay as "damages" and "costs", regardless of the number of:
 - a. Insureds;
 - b. "wrongful acts" or "interrelated wrongful acts";
 - c. "claims" made; or
 - d. people or organizations making "claims".
2.
 - a. The Directors and Officers Aggregate limit is the most the Insurer will pay under Coverage A. for "damages" and "costs" because of all "wrongful acts" in the organizational governance of the "Named Insured".
 - b. The Employment Practices Liability Aggregate limit is the most the Insurer will pay under Coverage B. for "damages" because of all "wrongful acts" in any "employment practice" by or on behalf of the "Named Insured".
 - c. The Outside Directorships Liability Aggregate limit is the most the Insurer will pay under Coverage C. for "damages" because of all "wrongful acts" in the organizational governance or "employment practices" of any "outside organization".
3.
 - a. If the policy period shown on the "Policy Declarations" is 12 months or less, each Aggregate limit is the most the Insurer will pay during the policy period; or
 - b. if the policy period shown on the "Policy Declarations" is more than 12 months, each Aggregate limit is the most the Insurer will pay during each consecutive 12-month period within the policy period, starting from the beginning of the policy period; and
 - c. if the policy period shown on the "Policy Declarations" is extended after issuance of the policy, the additional period will be considered part of the immediately preceding policy period for the purpose of determining the applicable Aggregate limit.
4. If, after the inception date of this form, any limit of insurance is increased, such increased limit does not apply to:
 - a. any "claim" first made before the effective date of the increase; or
 - b. any "wrongful act" known, before the effective date of the increase, to any Insured or to an "outside organization".
5. If, after the inception date of this form, any limit of insurance is reduced, such reduced limit applies to any "claim" first made after the effective date of the reduction, regardless of whether or not any Insured or an "outside organization" had prior knowledge of the "wrongful act" upon which the "claim" is based.

V. **INSUREDS**

The following are Insureds under this form:

1. If the "Named Insured" is:
 - a. An association:
 - i. the association; and
 - ii. any "director" or "officer" of such association, but only with respect to duties as a "director" or "officer".
 - b. A trust:
 - i. the trust; and
 - ii. any "trustee" of such trust, but only with respect to duties as a "trustee".
 - c. A "not-for-profit organization" not described in V. 1. a. or b.:
 - i. the organization; and

- ii. any "director" or "officer" of such organization, but only with respect to duties as a "director" or "officer".
2. Any "subsidiary" that is acquired or created during the policy period, subject to:
 - a. if the proportion of the assets of such "subsidiary" to the total assets of the "Named Insured" is 33% or less, the "Named Insured" notifying the Insurer in writing about the acquisition or creation by the end of the policy period in which the "subsidiary" was acquired or created;
 - b. if the proportion of the assets of such "subsidiary" to the total assets of the "Named Insured" is more than 33%, the "Named Insured" notifying the Insurer in writing about the acquisition or creation within 60 days or, if sooner, by the end of the policy period in which the "subsidiary" was acquired or created;
 - c. the "Named Insured" giving the Insurer any information about such "subsidiary" that the Insurer reasonably requests;
 - d. the "Named Insured" paying any extra premium required by the Insurer as a result of the acquisition or creation of such "subsidiary";
 - e. this form not applying to:
 - i. any "claim" first made against such "subsidiary" or its "directors" or "officers" before the date of acquisition;
 - ii. any "wrongful act" alleged to have been committed by such "subsidiary" or its "directors" or "officers" before the date of acquisition and which could reasonably be expected to result in a "claim".
 3. Any "employee" or "volunteer worker" who is not also an "officer" of the "Named Insured".
 4. The "spouse" of any Insured individual described in V. 1. a. ii., b. ii., c. ii. or V. 3., but only if:
 - a. such "spouse" is named as a co-defendant in any "claim" to which this form applies; and
 - b. such "spouse" is so named only because of:
 - i. being the "spouse" of the Insured individual; or
 - ii. having an ownership interest in property whose recovery is sought in the "claim".
 5. If an Insured individual dies or is declared incompetent, insolvent or bankrupt:
 - a. any person or organization having lawful temporary custody of the property of that Insured, but only:
 - i. with respect to liability arising from any "wrongful act" for which insurance is provided by this form; and
 - ii. until a legal representative for that Insured has been appointed; and
 - b. the legal representative of that Insured, but only with respect to duties as such.

VI. DEFINITIONS

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

1. "abuse" means any act or threat involving corporal punishment, harassment, molestation or any other form of emotional, mental, physical, psychological or sexual abuse.
2. "administration" means:
 - a. giving advice or information to an "employee" or the beneficiaries or dependents of an "employee" with respect to eligibility for or scope of benefits;
 - b. handling records of benefits; and
 - c. effecting, continuing or terminating the participation of an "employee" for benefits.
3. "bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "claim" means any:
 - a. written demand for monetary "damages" or non-monetary relief ;
 - b. civil proceeding begun by the issuance of a specific pleading;
 - c. criminal proceeding begun by the laying of information or the return of an indictment;
 - d. formal administrative or regulatory proceeding begun by the filing of a notice or order; or
 - e. alternative dispute resolution proceeding.

"Claim" includes all appeals arising from any of these.
5. "costs" means all:
 - a. expenses, other than loss of earnings, incurred by any Insured in the investigation and defence of "claims" to which Insuring Agreement I. 2. applies and any consequent appeals;
 - b. premiums payable on:
 - i. bonds to release attachments with respect to any such "claims"; and
 - ii. appeal bonds required for any defended such "claims" for an amount not exceeding the limit of insurance, but without any obligation on the Insurer to issue such bonds.
6. "coverage territory" means Canada and the United States of America (including its territories and possessions).
7. "damages" means a monetary judgment or settlement to which Insuring Agreement I. 1. applies.
8. "derivative demand" means a written notice to the "Named Insured", an "outside organization" or the "directors" of either, as described in section 251 (2) (a) of the Canada Not-for-profit Corporations Act, of a complainant's intention to apply to a court under section 251 of the Canada Not-for-profit Corporations Act for leave to:
 - a. bring an action in the name of the "Named Insured" or "outside organization"; or
 - b. intervene in an action to which the "Named Insured" or "outside organization" is a party for the purpose of defending, discontinuing or prosecuting such action.
9. "director" means any person who was, now is, or shall become a corporate director or a de facto corporate director. It includes any person who is no longer a corporate director at the time of the discovery of a "wrongful act" giving rise to a "claim" under this form, but who was such at the time when the "wrongful act" upon which the "claim" is based was committed.

10. "employee" means any person:
- a.
 - i. while in the regular service of the "Named Insured" at the time of the "wrongful act";
 - ii. whom the "Named Insured" compensates by salary, wages or commissions; and
 - iii. whom the "Named Insured" has the right to govern and direct in the performance of such service;
 - b. leased to the "Named Insured", at the time of the "wrongful act", by a labour leasing organization to perform duties related to the conduct of the business of the "Named Insured"; or
 - c. engaged, at the time of the "wrongful act", to:
 - i. substitute for a permanent employee of the "Named Insured" who is on leave; or
 - ii. meet seasonal or short-term workload conditions.
- "Employee" does not include:
- (a) any broker, factor, commission merchant or consignee;
 - (b) any contractor or subcontractor; or
 - (c) any other agent or representative of the same general character.
11. "employee benefits program" means a program administered by or on behalf of the "Named Insured" that provides any of the following exclusively for the benefit of each eligible "employee" of the "Named Insured":
- a.
 - i. accident insurance, dental insurance, health insurance, hearing care insurance or vision care insurance;
 - ii. pension plan or savings plan;
 - iii. profit-sharing plan, stock ownership plan or stock subscription plan;
 - iv. sick leave entitlement;
 - b.
 - i. disability benefits or social security benefits;
 - ii. employment insurance or unemployment insurance;
 - iii. workplace injury benefits;
 - c.
 - i. "employee" assistance plan;
 - ii. health club subsidy or transportation subsidy;
 - iii. leaves of absence or vacation entitlements; or
 - iv. tuition assistance.
12. "employment practices" means:
- a. refusal of employment;
 - b. termination of employment; or
 - c. any other employment-related practices, policies, procedures, acts or omissions, including but not limited to coercion, compensation, demotion, defamation, discipline, discrimination, evaluation, harassment, humiliation, reassignment or work allocation.
13. "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
14. "fungi" includes, but is not limited to:
- a. any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic or toxigenic; and
 - b. any substance, vapour or gas produced by or emitted or arising from any fungi or "spores" or resultant allergens, mycotoxins or pathogens.
15. "interrelated wrongful acts" means "wrongful acts" that have, as a common nexus, any:
- a. cause, circumstance, event, fact, individual, situation or transaction; or
 - b. series of causally or logically connected causes, circumstances, events, facts, individuals, situations or transactions.
16. "Named Insured" means:
- a. any Insured named on the "Policy Declarations"; and
 - b. any "subsidiary" that exists at the beginning of the policy period.
17. "not-for-profit organization" means any not-for-profit organization as described in section 149 (1) of the Income Tax Act (Canada).
18. "nuclear energy hazard" means the explosive, radioactive, toxic or other hazardous properties of "radioactive material".
19. "nuclear facility":
- a. means:
 - i. any apparatus designed or used to:
 - (a) sustain nuclear fission in a self-supporting chain reaction; or
 - (b) contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - ii. any equipment or device designed or used for:
 - (a) separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
 - (b) processing or packaging waste "radioactive material";
 - iii. any equipment or device used for the alloying, fabricating or processing of plutonium, thorium and uranium enriched in the isotope uranium 233 or in the isotope uranium 235 or any one or more of them, if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than:
 - (a) 25 grams of plutonium or uranium 233 or both; or
 - (b) 250 grams of uranium 235; or
 - iv. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material".
 - b. includes:
 - i. the site on which any of such apparatus, equipment, device, structure, basin, excavation, premises or place is located;
 - ii. all operations conducted on such site; and
 - iii. all premises used for such operations.
20. "officer" means any person who was, now is, or shall become a corporate officer or a de facto corporate officer. It includes

any person who is no longer a corporate officer at the time of the discovery of a "wrongful act" giving rise to a "claim" under this form, but who was such at the time when the "wrongful act" upon which the "claim" is based was committed.

21. "oppression remedy demand" means an order or other remedy sought under section 253 of the Canada Not-for-profit Corporations Act.
22. "outside organization" means any legally-constituted "not-for-profit organization", other than the "Named Insured" or a "subsidiary".
23. "personal and advertising injury" means injury arising from one or more of the following offences:
 - a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of the owner, landlord or lessor;
 - d. oral or written publication, in any manner, of material that:
 - i. libels or slanders a person or organization;
 - ii. disparages a person's or organization's goods, products or services; or
 - iii. violates a person's right of privacy;
 - e.
 - i. the use of another's advertising idea; or
 - ii. infringing upon another's copyright, slogan or trade dress in an advertisement.
24. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any attached supplementary pages or schedules.
25. "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
26. "property damage" means:
 - a. physical loss of or damage to tangible property, including resultant loss of use of that property; or
 - b. loss of use of tangible property that is not physically lost or damaged.
27. "radioactive material" means:
 - a. neptunium, plutonium, thorium and uranium, including their derivatives and compounds; or
 - b. radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute or any law amending such act, law or statute as being:
 - i. prescribed substances capable of releasing atomic energy; or
 - ii. required for the application, production or use of atomic energy.
28. "spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by or emitted or arising from any "fungi".
29. "spouse" means either of two people who:
 - a. are married to each other; or
 - b. have lived together in a conjugal relationship outside marriage:
 - i. continuously for a period of not less than 3 years; or
 - ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child.
30. "subsidiary" means any "not-for-profit organization" for which the "Named Insured" is legally entitled to appoint the majority of "directors" or "trustees".
31. "terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing and government or instilling fear in the public or a section of the public.
32. "trustee" means any person who was, now is, or shall become a trustee or a de facto trustee. It includes any person who is no longer a trustee at the time of the discovery of a "wrongful act" giving rise to a "claim" under this form, but who was such at the time when the "wrongful act" upon which the "claim" is based was committed.
33. "volunteer worker" means any person who, at the time of the "wrongful act":
 - a. is not an "employee";
 - b. donates work to the "Named Insured";
 - c. acts at the direction of and within the scope of duties determined by the "Named Insured"; and
 - d. is not paid a fee, salary or other compensation (other than out-of-pocket expenses) by the "Named Insured" or anyone else for the work performed for the "Named Insured".
34. "wrongful act" means:
 - a. any actual or alleged error, omission, negligent act, misstatement or misleading statement, breach of duty or neglect of duty by any Insured in the discharge of their duties individually or collectively; or
 - b. any matter claimed against any Insured solely by reason of their positions with the "Named Insured" or an "outside organization".

I. INSURING AGREEMENT

1. The Insurer will pay compensation to which this form applies.
2. The amount the Insurer will pay is limited as described in IV. LIMITS OF INSURANCE.

II. COVERAGES

A. DEATH

1. Coverage A. of this form applies to compensation for an Insured Person as the result of an "accident" to such Insured Person, payable to the legal representative of such Insured Person, but only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. the "accident" takes place in the "coverage territory"; and
 - c. the "accident":
 - i. occurs at any time during the policy period, and
 - ii. directly results, within 365 consecutive days of such "accident" and independently of all other causes, in the death of the Insured Person.
2. **REPATRIATION EXPENSES**
 - a. When compensation for the death of an Insured Person is payable under this coverage, the Insurer will also reimburse to the next of kin of the Insured Person the cost of transporting the body of the Insured Person to that Insured Person's municipality of residence within Canada, including the costs of embalming and a coffin.
 - b. The Insurer assumes no liability for the travel or other expenses of a person accompanying the body of the Insured Person.
3. **DISAPPEARANCE**

Death by "accident" of an Insured Person will be presumed if:

 - a. during the policy period, a conveyance of which the Insured Person is an occupant:
 - i. disappears;
 - ii. makes a forced landing; or
 - iii. is stranded, sunk or wrecked: and
 - b. the body of the Insured Person cannot be found within 365 consecutive days of such disappearance, forced landing, stranding, sinking or wrecking.
4. **EXCLUSIONS**

Coverage A. does not apply to:

 - a. **Air travel**
See exclusion III. 1. of this form.
 - b. **Disease or sickness**
See exclusion III. 2. of this form.
 - c. **Suicide**
Death by suicide, whether the Insured Person is sane or insane.
 - d. **Terrorism**
See exclusion III. 3. of this form.
 - e. **War**
See exclusion III. 4. of this form.

B. PERMANENT PARTIAL DISABILITY

1. Coverage B. of this form applies to compensation payable to an Insured Person as the result of an "accident" to such Insured Person, but only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. the "accident" takes place in the "coverage territory";
 - c. the "accident":
 - i. occurs at any time during the policy period, and
 - ii. directly results, within 365 consecutive days of such "accident" and independently of all other causes, in the loss to the Insured Person of:
 - (a) one or both arms, by paralysis or complete severance through or above the elbow joint;
 - (b) one or both feet, by paralysis or complete severance through or above the ankle joint but below the knee joint;
 - (c) one or more fingers or thumbs, by paralysis or complete severance through or above the first phalange;
 - (d) one or both hands, by paralysis or complete severance through or above the wrist joint but below the elbow joint;
 - (e) hearing in one or both ears, by total and permanent deafness;
 - (f) one or both legs, by paralysis or complete severance through or above the knee joint;
 - (g) sight in one or both eyes, by total and permanent blindness;
 - (h) speech, by total and permanent muteness.
2. When an "accident" results in compensation being payable under this coverage, the Insurer will also pay the reasonable and necessary expenses incurred solely as the result of such "accident" for:
 - a. **Rehabilitation**

Special training of the Insured Person, up to a total of \$15,000 any one "accident", but only if:

- i. such training qualifies the Insured Person to engage in an occupation in which the Insured Person would not have been engaged had the "accident" not happened;
- ii. such expenses are incurred within 730 consecutive days of such "accident"; and
- iii. such expenses do not include accommodation, travel and ordinary living expenses.

b. Prosthetics

An artificial eye, hearing aid or other prosthetic device for the Insured Person, up to a total of \$1,000 any one "accident", but only if:

- i. prescribed by a legally qualified physician or surgeon; and
- ii. such expenses are incurred within 365 consecutive days of such "accident".

3. EXCLUSIONS

Coverage B. does not apply to:

a. Air travel

See exclusion III. 1. of this form.

b. Disease or sickness

See exclusion III. 2. of this form.

c. Intentional self-injury

Intentional self-injury or attempted suicide, whether the Insured Person is sane or insane.

d. Terrorism

See exclusion III. 3. of this form.

e. War

See exclusion III. 4. of this form.

C. PERMANENT TOTAL DISABILITY

1. Coverage C. of this form applies to compensation payable to an Insured Person as the result of an "accident" to such Insured Person, but only if:

- a. a limit of insurance for this coverage is shown on the "Policy Declarations";
- b. the "accident" takes place in the "coverage territory";
- c. the "accident":
 - i. occurs at any time during the policy period, and
 - ii. directly results, within 365 consecutive days of such "accident" and independently of all other causes, in:
 - (a) total paralysis of two or more limbs of the Insured Person; or
 - (b) other total disability that prevents the Insured Person from engaging in any paid work for which the Insured Person is qualified by education, experience or training, but only if, after 365 consecutive days following such "accident":
 - (1) the Insured Person is examined by a legally qualified physician or surgeon chosen jointly by the Insured Person and the Insurer; and
 - (2) such physician or surgeon issues a written opinion that the Insured Person is, because of the "accident":
 - (i) totally and permanently disabled; and
 - (ii) prevented from engaging in any paid work for which the Insured Person is qualified by education, experience or training.

2. EXCLUSIONS

Coverage C. does not apply to:

a. Air travel

See exclusion III. 1. of this form.

b. Disease or sickness

See exclusion III. 2. of this form.

c. Intentional self-injury

Intentional self-injury or attempted suicide, whether the Insured Person is sane or insane.

d. Terrorism

See exclusion III. 3. of this form.

e. War

See exclusion III. 4. of this form.

D. SUPPLEMENTARY MEDICAL EXPENSES

1. Coverage D. of this form applies to expenses incurred by an Insured Person as the result of an "accident" to such Insured Person, but only if:

- a. a limit of insurance for this coverage is shown on the "Policy Declarations";
- b. the "accident" takes place in the "coverage territory";
- c. the "accident" occurs at any time during the policy period; and

- d. the "accident" directly results, within 182 consecutive days of such "accident" and independently of all other causes, in the requirement for:
 - i. transportation from the place of the "accident" to the nearest legally constituted hospital capable of treating the injuries suffered by the Insured Person;
 - ii. confinement in a semi-private or private room of a legally constituted hospital;
 - iii. the services of a licenced chiropodist, chiropractor, osteopath, physiotherapist or podiatrist;
 - iv. the services of a graduate practicing nurse, a nursing assistant or a trained attendant; or
 - v. if prescribed by a legally qualified physician or surgeon:
 - (a) blood or blood plasma;
 - (b) oxygen;
 - (c) the rental of:
 - (1) equipment to administer oxygen;
 - (2) a hospital-type bed;
 - (3) an iron lung; or
 - (4) a wheelchair;
 - (d) pharmaceuticals; or
 - (e) braces, casts, crutches, prosthetics, splints or trusses, including replacements.

2. EXCLUSIONS

Coverage D. does not apply to:

a. Air travel

See exclusion III. 1. of this form.

b. Disease or sickness

See exclusion III. 2. of this form.

c. Intentional self-injury

Intentional self-injury or attempted suicide, whether the Insured Person is sane or insane.

d. Medical payments otherwise insured

Any expenses insured under:

- i. the healthcare plan of the province or territory of which the Insured Person is a resident; or
- ii. any other insurance.

e. Terrorism

See exclusion III. 3. of this form.

f. War

See exclusion III. 4. of this form.

III. EXCLUSIONS APPLICABLE TO ALL COVERAGES

This form does not apply to death, disability or expenses arising directly or indirectly, in whole or in part, from:

1. Air travel

Travel by air. This exclusion does not apply if the Insured Person is a fare-paying passenger on a regularly scheduled airline flight.

2. Disease or sickness

- a. Disease of any kind;
- b. mental or physical sickness; or
- c. natural causes.

3. Terrorism

- a. "Terrorism"; or
 - b. any activity or decision of a government agency or other entity to prevent or respond to or terminate "terrorism".
- Exclusions III. 3. a. and b. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the death, disability or expenses.

4. War

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

IV. LIMITS OF INSURANCE

1. The limits of insurance shown for this form on the "Policy Declarations" and the following rules fix the most the Insurer will pay as compensation and expense reimbursement, regardless of the number of
 - a. Insureds or Insured Persons;
 - b. claims made; or
 - c. people or organizations making claims.
2.
 - a. If an Aircraft aggregate limit is shown for this form on the "Policy Declarations", the Aircraft aggregate limit is the most the Insurer will pay for the sum of all compensation and expense reimbursement for all Insured Persons arising from the same aircraft "accident".
 - b. If the sum of all compensation and expense reimbursement for all Insured Persons arising from the same aircraft "accident" exceeds the Aircraft aggregate limit, the compensation and expense reimbursement payable for each Insured Person will be proportionately reduced to effect a proportionate distribution of the Aircraft aggregate limit amongst all Insured Persons.

3. Subject to IV. 2., under coverage II. A.:
 - a. the Death limit is the amount the Insurer will pay for the death of any one Insured Person; and
 - b. the Repatriation Expense limit is the most the Insurer will pay for the repatriation of the body of any one Insured Person.
4. Subject to IV. 2.:
 - a. The proportion of the Permanent Partial Disability limit the Insurer will pay under coverage II. B. is:
 - i. 100% for loss of:
 - (a) both arms;
 - (b) hearing in both ears and speech combined;
 - (c) the sight in both eyes;
 - (d) the sight in one eye and one foot combined;
 - (e) the sight in one eye and one hand combined;
 - (f) both feet;
 - (g) both hands; or
 - (h) both legs.
 - ii. 75% for loss of:
 - (a) one arm; or
 - (b) one leg.
 - iii. 67% for loss of:
 - (a) the sight in one eye;
 - (b) one foot; or
 - (c) one hand.
 - iv. 50% of for loss of:
 - (a) hearing in both ears; or
 - (b) speech.
 - v. 33% for loss of an index finger and one thumb combined.
 - vi. 15% for loss of hearing in one ear.
 - vii. 8% for loss of one finger or one thumb.
 - b. If an Insured Person suffers more than one of the losses described in 4. a. as the result of the same "accident", the Insurer will pay the amount applicable to each such loss, but not exceeding in total 100% of the Permanent Partial Disability limit.
5.
 - a. Subject to IV. 2. and IV. 5. b., the Permanent Total Disability limit is the amount the Insurer will pay under coverage II. C. for the permanent total disability of any one Insured Person.
 - b. Any payments already made by the Insurer under Coverage II. B. will be deducted from the Permanent Total Disability limit.
6. Subject to IV. 2., the Supplementary Medical Expenses limit is the most the Insurer will pay under coverage II. D. for all covered supplementary medical expenses incurred by an Insured Person as the result of one "accident".

V. INSURED PERSONS

The following are Insured Persons under this form:

1. If the Coverage Type shown for this form on the "Policy Declarations" is INDIVIDUAL, each person named on the "Policy Declarations".
2. If the Coverage Type shown for this form on the "Policy Declarations" is GROUP:
 - a. If an individual, the Insured named on the "Policy Declarations";
 - b. If the Insured named on the "Policy Declarations" is a joint venture, limited liability partnership or partnership, each member of and partner in such joint venture, limited liability partnership or partnership;
 - c. If the Insured named on the "Policy Declarations" is an association or limited liability company, each "executive officer", director, manager and member of such association or limited liability company;
 - d. If the Insured named on the "Policy Declarations" is a condominium corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration, a strata corporation in the Province of British Columbia or a divided co-ownership syndicate in the Province of Quebec, each "executive officer" and director of such condominium corporation, strata corporation or divided co-ownership syndicate;
 - e. If the Insured named on the "Policy Declarations" is a trust, each trustee;
 - f. If the Insured named on the "Policy Declarations" is an organization not described in V. 2. a., b., c., d. or e., each "executive officer" and director of such organization; and
 - g. Each "employee" of the Insured named on the "Policy Declarations", except an "executive officer" or manager.
3. Each person occupying one of the positions described in V. 2. b., c., d., e., f. or g. at an organization acquired or formed by the Insured during the policy period over which the Insured maintains ownership or majority interest, provided insurance for such person:
 - a. applies only until the earliest of:
 - i. 90 consecutive days from the date such organization is acquired or formed;
 - ii. such organization is specifically added to this insurance; or
 - iii. the end of the policy period; and
 - b. does not apply to an "accident" that occurred before the organization's acquisition or formation by the Insured.
4. Coverage under this form for each person described in V. 1., V. 2. and V. 3. will end when such person reaches age 75.

VI. DEFINITIONS

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

1. "accident" means a violent external incident that:
 - a. is sudden, involuntary and unforeseen; and
 - b. causes:
 - i. death or physical injury; or

- ii. exposure to the elements that results in death or physical injury, directly and independently of any other cause.
2. "coverage territory" means anywhere in the world.
 3. "employee" means any person:
 - a. i. while in the regular service of the employer at the time of the "accident";
 - ii. whom the employer compensates by salary, wages or commissions; and
 - iii. whom the employer has the right to govern and direct in the performance of such service;
 - b. leased to the employer, at the time of the "accident", by a labour leasing organization to perform duties related to the conduct of the employer's business; or
 - c. engaged, at the time of the "accident", to:
 - i. substitute for a permanent employee who is on leave; or
 - ii. meet seasonal or short-term workload conditions."Employee" does not include:
 - (a) any broker, factor, commission merchant or consignee;
 - (b) any contractor or subcontractor; or
 - (c) any other agent or representative of the same general character.
 4. "executive officer" means a person holding, at the time of the "accident", any of the officer positions created by an organization's charter, constitution, bylaws or other governing document.
 5. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any attached supplementary pages or schedules.
 6. "terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government or instilling fear in the public or a section of the public.

**VOLUNTEER WORKERS AS
INSURED PERSONS ENDORSEMENT
919300-01**

This endorsement changes the coverage provided by:

**ACCIDENT COMPENSATION FORM – 919000
ACCIDENT INCOME REPLACEMENT FORM – 919010**

1. In V. INSURED PERSONS, 2. h. Is added as follows:
 - h. Each volunteer worker of the Insured named on the "Policy Declarations".

2. As used in this endorsement, volunteer worker means any person (including an "executive officer") who, at the time of the "accident":
 - a. is not an "employee";
 - b. donates work;
 - c. acts at the direction of and within the scope of duties determined by the Insured; and
 - d. is not paid a fee, salary or other compensation (other than out-of-pocket expenses) by the Insured or anyone else for the work performed for the Insured.

All other terms, conditions, exclusions and limitations of the policy are unchanged.

ACCIDENT COVERAGE

INSURING AGREEMENT

THE INSURER HEREBY AGREES, SUBJECT TO THE DECLARATIONS; THE INSURING AGREEMENT, EXCLUSIONS, SPECIAL CONDITIONS AND LIMITATIONS AND DEFINITIONS OF SECTION VI; AND TO THE STATUTORY CONDITIONS ACCIDENT AND SICKNESS INSURANCE, TO PAY the benefits hereinafter described for loss, occurring within 365 days from date of accident and resulting directly and independently of all other causes, from accidental bodily injuries, (hereinafter referred to as "such injuries") sustained by the Insured Person while Section VI is in force, as follows:

SCHEDULE OF SPECIFIC LOSS INDEMNITY

When injury shall result in any of the following losses, the Insurer will pay for:

Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Sight of One Eye	The Principal Sum
Loss of One Foot and Sight of One Eye	The Principal Sum
Loss of One Arm	Three-Fourths of The Principal Sum
Loss of One Leg	Three-Fourths of The Principal Sum
Loss of One Hand	Two-Thirds of The Principal Sum
Loss of One Foot	Two-Thirds of The Principal Sum
Loss of the Entire Sight of One Eye	Two-Thirds of The Principal Sum
Loss of Thumb and Index Finger	One-Third of The Principal Sum
Loss of One Thumb or One Finger	One-Thirtieth of The Principal Sum
Loss of Speech and Hearing in Both Ears	The Principal Sum
Loss of Speech	One-Half of The Principal Sum
Loss of Hearing in Both Ears	One-Half of The Principal Sum
Loss of Hearing in One Ear	One-Sixth of The Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total paralysis of both lower limbs)	Three-Fourths of The Principal Sum
Hemiplegia (total paralysis of upper & lower limbs on one side of the body)	One-Half of The Principal Sum

If the Insured Person should sustain more than one of the losses described above as a result of one accident the Insurer will pay the amount stated for each such loss up to but not exceeding in aggregate the amount referred to as the Principal Sum.

EXCLUSIONS

The Insurer shall not be liable to pay benefit under this Rider in respect to bodily injuries caused directly or indirectly, solely or partly

1. by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
2. while the Insured Person is serving in the armed forces in time of war;
3. by bodily or mental infirmity of the Insured Person or by hernia either as a cause or effect, ptomaines, bacterial infections (except pyogenic infections which shall occur with and through an accidental cut or wound) or by any kind of disease;
4. by suicide, sane or insane, or attempt thereof, sane or insane;
5. by air travel, except as provided in Special Conditions and Limitations 4.

SPECIAL CONDITIONS AND LIMITATIONS

1. PRINCIPAL SUM

The Principal Sum shall be the amount specified in the Declarations as the Principal Sum.

2. REHABILITATION, HEARING AIDS AND PROSTHETIC APPLIANCES

If the injury shall result in a payment being made by the Insurer under the Schedule of Specific Loss Indemnity, the Insurer will pay in addition:

- A. the reasonable and necessary expenses actually incurred up to a limit of \$10,000 for special training of the Insured Person provided
 - i. such training is required because of such injury and in order for the Insured Person to be qualified to engage in an occupation in which he would not have been engaged except for such injury;
 - ii. expenses are incurred within two years from the date of the accident;
 - iii. no payment will be made for room or board or other ordinary living, travelling or clothing expenses.
- B. the reasonable expense actually incurred up to a limit of \$500 for a hearing aid, artificial limb or eye or any other prosthetic appliance prescribed by a legally qualified physician or surgeon and required as a result of such injury within one year of the date of the accident.

3. PERMANENT TOTAL DISABILITY

If "such injuries" shall within 365 days from the date of accident totally and continuously disable the Insured Person and prevent the Insured Person from engaging in each and every occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by reason of his/her education, training or experience and at the expiration of 365 days of such total and continuous disability the Insured Person shall, in the opinion of an independent legally qualified doctor of medicine chosen jointly by the Insured Person and the Insurer, be considered to be totally and permanently disabled and prevented from performing any occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by reason of his/her education, training or experience the Insurer will pay the Principal Sum benefit, less any benefit paid or payable under The Schedule of Specific Loss Indemnity of Section VI.

4. AIR TRAVEL

The Insurer will pay benefits as provided for loss specified in Section VI resulting from "such injuries" sustained while the Insured Person is travelling as a passenger in any civil aircraft or any transport type aircraft operated by the Transport Command of the Canadian Armed Forces or its foreign equivalent, but not as a pilot, officer or other member of the crew or having any duties related to the flight, provided;

- A. in respect to aircraft, other than aircraft operated by the Transport Command of the Canadian Armed Forces or its foreign equivalent, a certificate of airworthiness is in force at the time "such injuries" are sustained; and
- B. the aircraft is not being used for aviation training or practice purposes or for experimental or test purposes.

5. EXPOSURE AND DISAPPEARANCE

If by reason of an accident covered by Section VI an Insured Person is unavoidably exposed to the elements and as the result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of Section VI.

If the Insured Person is not found within twelve months after the date of the disappearance, forced landing, stranding, sinking or wrecking of the conveyance in which the Insured Person was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed the Insured Person suffered loss of life, resulting from bodily injury caused by an accident at the time of such disappearance, forced landing, stranding, sinking or wrecking.

6. TIME INSURED

Section VI provides coverage for 24 hours of each day within the Policy Period.

7. LOSS PAYABLE

The benefits are payable only to the Insured Person that has sustained the loss or to the estate of the Insured Person that has sustained the loss.

DEFINITIONS

- 1. The unqualified word "Declarations" shall mean the Declaration Page(s) applicable to this form.
- 2. The term "Insured Person" shall mean the Insured named on the Declaration Page, if an individual; all partners of a partnership; the owner of an organization other than an individual or partners; and all employees, hired fulltime, and Directors and Officers of the Insured named on the Declaration Page, who are employed in the operation of the business named on the Declaration Page.
- 3. The word "Loss" shall mean
 - A. as used in the Schedule of Specific Loss Indemnity,
 - i. with reference to quadriplegia, paraplegia and hemiplegia, the complete and irreversible paralysis of such limbs;
 - ii. with reference to hand or foot, the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
 - iii. with reference to arm or leg, the complete severance through or above the elbow or knee joints;
 - iv. with reference to sight of eye, the irrecoverable loss of the entire sight thereof;
 - v. with reference to thumb and index finger, the complete severance through or above the first phalange;
 - vi. with reference to thumb or finger, the complete severance through or above the first phalange;
 - vii. with reference to hearing or speech, the total and permanent loss thereof;
 - B. complete and irreversible paralysis.

STATUTORY CONDITIONS
ACCIDENT AND SICKNESS INSURANCE

1. (1) THE CONTRACT

The application, the accident and sickness wording, any document attached to the accident and sickness wording when issued, and any amendment to the contract agreed upon in writing after the accident and sickness wording is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

(2) WAIVER

The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

(3) COPY OF APPLICATION

The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. MATERIAL FACTS

No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. CHANGES IN OCCUPATION

- 1) If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- 2) If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either,
 - a) reduce the premium rate, or
 - b) issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation, according to the limits, classification of risks and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. RELATION OF EARNINGS TO INSURANCE

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to him by the insurer.

5. TERMINATION BY INSURED

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the Province, or by delivery thereof to an authorized agent of the insurer in the Province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. TERMINATION BY INSURER

- 1) The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time.
- 2) The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
- 3) Where the notice of termination is delivered to the insured, five days notice of termination shall be given; where it is mailed to the insured, ten days notice of termination shall be given, and the ten days shall begin on the day following the date of mailing of notice.

7. (1) NOTICE AND PROOF OF CLAIM

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,

- a) give written notice of claim to the insurer,
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province, or
 - ii. by delivery thereof to an authorized agent of the insurer in the Province, not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
- b) within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and
- c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability

(2) FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time he may submit his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. RIGHTS OF EXAMINATION

As a condition precedent to recovery of insurance moneys under this contract,

- a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. WHEN MONEYS PAYABLE OTHER THAN FOR LOSS OF TIME

All moneys payable under this contract, other than benefits for loss of time, shall be paid by the insurer within sixty days after it has received proof of claim.

11. WHEN LOSS OF TIME BENEFITS PAYABLE

The initial benefits for less of time shall be paid by the insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding sixty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

12. LIMITATION OF ACTIONS

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

SPECIAL CONDITIONS

1. In the absence of any legislation in the Province or Territory in which the Insured resides the Statutory Conditions hereinbefore contained shall nevertheless be deemed conditions applicable to this Policy.
2. No indemnity or benefit (other than for loss of life in circumstances rendering compliance with the terms of this condition impossible) shall be payable under this Policy for any loss unless the Insured shall be attended by a legally qualified medical practitioner, nor for any loss which does not occur or commence while this Policy is in force.
3. This Policy shall be incontestable as to the statements contained in the application after it has been in force during the lifetime of the Insured for two years from the Policy date except for such injuries sustained before the expiration of the two year period.
4. No claim for such injuries sustained after two years from the inception date of the Policy shall be reduced or denied on the ground that a disease or physical condition had existed before the Policy date unless, on the date of sustaining such injuries, such disease or physical condition was specifically excluded from coverage by a waiver clause endorsed hereon.
5. Canadian currency clause: All limits of insurance, premiums, and other amounts as expressed in this Policy are in Canadian currency.

PRIVACY BREACH LIABILITY COVERAGE FORM

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

PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY

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

The word "insured" means any person or organization qualifying as such under SECTION 4 - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION 6 - DEFINITIONS.

SECTION 1 - COVERAGE

1. We will pay "damages" for which an insured is legally liable and to which this coverage form applies. We will have the right and duty to defend that insured against any "claim" for such "damages". We will have no duty to defend that insured against any "claim" for "damages" to which this coverage form does not apply. We may, at our sole discretion, investigate any "wrongful act" and settle any such "claim".
2. The amount we will pay as "damages" and "defence costs" is limited as described in SECTION 3 - LIMIT OF INSURANCE.
3. Our right and duty to defend ends when the limit of insurance has been exhausted:
 - a. in the province of Quebec, by the payment of:
 - i. judgments and settlements; and
 - ii. the limit of insurance into court; or
 - b. in all provinces and territories except Quebec, by the payment of:
 - i. judgments and settlements;
 - ii. the limit of insurance into court; and
 - iii. "defence costs".
4. This coverage form applies to any "wrongful act" that results in the loss, copying or release, from one or more databases you control, of "personal information", but only if:
 - a. i. a "claim" for such "wrongful act" is first made during:
 - (a) the policy period; or
 - (b) if applicable, the extended reporting period, as described in Condition 5. Extended Reporting Period; and
 - ii. such "claim" is reported to us in writing by the insured against whom it is made:
 - (a) as soon as practicable after being received by that insured; and
 - (b) during the policy period or, if applicable, during the extended reporting period, as described in Condition 5. Extended Reporting Period; and
 - b. the "wrongful act" was committed:
 - i. in the normal course of your business or profession;
 - ii. in the "coverage territory"; and
 - iii. before the end of the policy period.
5. All "claims" for "wrongful acts" made by any one:
 - a. person or the dependents or beneficiaries of that person; or
 - b. any one organization,will be considered as having been made at the time the first of those "claims" is made against any insured.

SECTION 2 - EXCLUSIONS

This coverage form does not apply to "claims":

1. **Advertising injury, bodily injury, personal injury or property damage**
Arising from "bodily injury", "personal and advertising injury" or "property damage".
2. **Bankruptcy or insolvency**
Arising from your bankruptcy or insolvency.
3. **Claim by controlled or owned entity**
For any "wrongful act", if such "claim" is made by an entity controlled or owned by any insured.
4. **Contractual assumption of liability**
For a "wrongful act" for which any insured is obligated to pay "damages" because of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that an insured would have in the absence of the contract or agreement.

5. **Criminal, dishonest, fraudulent or illegal acts**

Arising from:

- a. any criminal, dishonest or fraudulent act, error or omission; or
- b. any intentional or reckless violation of any law or regulation, committed by or at the direction of any insured.

6. **Discrimination**

Arising from discrimination which contravenes the Human Rights Code or equivalent legislation in the province or territory where the discrimination is alleged to have occurred.

7. **Extortion**

Which constitutes blackmail or extortion, including but not limited to a ransom demand.

8. **Fines, penalties and assessments**

Which constitutes a fine, penalty or assessment that any insured is required to pay as the result of a "wrongful act".

9. **Intentional mishandling of personal information**

Arising from an intentional or reckless disregard for the handling, security, transfer or treatment of "personal information" by any person or organization.

10. **Known deficiency in security**

Attributable to a deficiency in your safeguarding of "personal information" that was known to any insured before the policy period.

11. **Known prior wrongful acts**

Any "wrongful act" that, before the policy period, was:

- a. known to any insured; and
- b. undisclosed to us.

12. **Malicious code**

Arising from the loss, copying or release of "personal information" as a result of a bot, Trojan, virus, worm or any other type of computer code, malware, software or spyware that, at the time of such loss, copying or release has been named and recognized by the CERT Coordination Center or by any industry-acceptable third-party antivirus, anti-malware or other solution that monitors malicious code activity.

13. **Non-cooperation**

With respect to which you fail to cooperate and provide full disclosure of the circumstances to:

- a. us;
- b. service providers we have designated;
- c. government regulators; or
- d. law enforcement personnel.

14. **Non-monetary relief**

For non-monetary relief.

SECTION 3 - LIMIT OF INSURANCE

1. The limit of insurance shown for this coverage form in the Declarations and the following rules fix the most we will pay as "damages" and, except in Quebec, as "defence costs", regardless of the number of:
 - a. insureds;
 - b. "claims" made; or
 - c. people or organizations making "claims".
2. The Privacy Breach Aggregate limit is the most we will pay under this coverage form because of all "wrongful acts" for:
 - a. "damages" in the province of Quebec; or
 - b. "damages" and "defence costs" in all provinces and territories except Quebec
3.
 - a. If the policy period shown in the Declarations is 12 months or less, the Aggregate limit is the most we will pay during the policy period; or
 - b. if the policy period shown in the Declarations is more than 12 months, the Aggregate limit is the most we will pay during each consecutive 12-month period within the policy period, starting from the beginning of the policy period; and
 - c. if the policy period shown in the Declarations is extended after issuance of the policy, the additional period will be considered part of the immediately preceding policy period for the purpose of determining the applicable Aggregate limit.

SECTION 4 - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A joint venture, limited liability partnership or partnership, each of the following is an insured:
 - i. the joint venture, limited liability partnership or partnership;
 - ii. any member of or partner in such joint venture, limited liability partnership or partnership; and
 - iii. the spouse of such member or partner,but only with respect to the conduct of the business of such joint venture, limited liability partnership or partnership.

- c. An association or limited liability company, each of the following is an insured:
 - i. the association or limited liability company;
 - ii. any member of such association or limited liability company, but only with respect to the conduct of the business of such association or limited liability company; and
 - iii. any "executive officer", director or manager of such association or limited liability company, but only with respect to duties as such.
 - d. A trust, each of the following is an insured:
 - i. the trust; and
 - ii. any trustee of such trust, but only with respect to duties as such.
 - e. An organization not described in 1. a., b., c. or d. of this Section, each of the following is an insured:
 - i. the organization;
 - ii. any "executive officer" or director of such organization, but only with respect to duties as such; and
 - iii. any shareholder of such organization, but only with respect to liability as shareholder.
2. If you die, each of the following is an insured:
- a. any person or organization having lawful temporary custody of your property, but only:
 - i. with respect to liability arising from any "wrongful act" committed by you or on your behalf; and
 - ii. until your legal representative has been appointed; and
 - b. your legal representative, but only with respect to duties as such.
3. Each of the following is also an insured:
- a. Any of your "employees", but only for acts within the scope of employment by you or while performing duties related to the conduct of your business.
 - b. Any of your "volunteer workers", but only while performing duties related to the conduct of your business.

SECTION 5 - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of an insured or of an insured's estate will not relieve us of our obligations under this coverage form.

2. Changes

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

3. Currency

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

4. Duties in the Event of a Wrongful Act or Claim

- a. You must see to it that we are notified as soon as practicable of any "wrongful act" which may result in a "claim" to which this coverage form applies. Notice should include, to the extent possible:
 - i. A detailed description of the "wrongful act";
 - ii. The identity of the persons and organizations that may be affected by the "wrongful act";
 - iii. The identities of the insureds who may have committed the "wrongful act";
 - iv. The date the "wrongful act" took place; and
 - v. Any other information or documentation pertinent to the "wrongful act".

Notice of a "wrongful act" is not a notice of a "claim".
- b. If a "claim" is made against any insured, you must:
 - i. Immediately record the specifics of the "claim" and the date received; and
 - ii. Notify us, in writing, as soon as practicable.
- c. You and any other involved insured must:
 - i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - ii. Authorize us to obtain records and other information;
 - iii. Cooperate with us in the investigation or settlement of the "claim"; and
 - iv. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of any "wrongful act" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make payment, assume any obligation, or incur any expense without our consent.

5. Extended Reporting Period

- a. We will provide an extended reporting period as set forth below, if this coverage form is cancelled or not renewed for any reason except non-payment of premium, but only by an endorsement and for an extra charge. You must give us a written request for the endorsement within 15 days after the end of the policy period. The extended reporting period will not go into effect unless you pay us an additional premium when due equal to 75% of the inception premium of this coverage form.
- b. The extended reporting period starts with the end of the policy period and lasts for 365 days from the date of expiration of this coverage form.
- c. The extended reporting period does not apply to any "claim" that is covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claim".

- d. The extended reporting period does not extend the policy period or change the scope of coverage provided. It applies only to "wrongful acts" that occur before the end of the policy period. "Claims" first made during the extended reporting period will be deemed to have been made on the last day of the policy period.
- e. The extended reporting period does not reinstate or increase the limit of insurance applicable to this coverage form.

6. Legal Action Against Us

No person or organization has a right under this coverage form:

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

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

7. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage form, our obligations are limited as follows:

a. Primary Insurance

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

b. Method of Sharing

If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of the insurance of all insurers.

8. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

9. Representations or Fraud

By accepting this policy, you agree:

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

10. Separation of Insureds and Cross Liability

Except with respect to the limit of insurance and any rights or duties specifically assigned in this coverage form to the first Named Insured shown in the Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

11. Termination

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to us advance written notice of termination.
- b. Subject to paragraph c. below, we may terminate this policy by giving to the first Named Insured shown in the Declarations:
 - i. 5 days written notice of termination personally delivered, or
 - ii. 15 days notice of termination by registered mail if termination is for non-payment of premium, or
 - iii. 30 days notice of termination by registered mail if termination is for any other reason.Registered mail termination takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination.
- c. To the extent that the Civil Code of the Province of Quebec is applicable to this policy, we may terminate this policy by giving to the first Named Insured shown in the Declarations:
 - i. 15 days notice of termination by registered mail if termination is for non-payment of premium, or
 - ii. 30 days notice of termination by registered mail if termination is for any other reason.In the province of Quebec, registered mail termination takes effect 15 or 30 days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.
- d. The policy period will end on the date termination takes effect.
- e. If this policy is terminated, we will send the first Named Insured shown in the Declarations any premium refund due. If we terminate, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if we have not made or offered a refund.

12. Transfer of Rights of Recovery Against Others to Us

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

13. Transfer of Your Rights and Duties Under This Coverage Form

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

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

SECTION 6 - DEFINITIONS

Wherever used in this coverage form and endorsements attached to this policy:

1. "Action" means a civil proceeding in which "damages" because of a "wrongful act" to which this coverage form applies are alleged. "Action" includes:
 - a. an arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent."Action" does not mean a regulatory proceeding.
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including care, loss of services or death resulting from any of these at any time.
3. "Claim" means:
 - a. a written or oral notice received by any insured that it is the intention of any party to hold that insured responsible for a "wrongful act" to which this coverage form applies; or
 - b. a specific written or oral allegation received by any insured that a "wrongful act" to which this coverage form applies has been committed by any insured."Claim" does not mean a written or oral notice received by any insured that it is the intention of any party to hold that insured responsible for a "wrongful act" alleged under contract.
4. "Coverage territory" means anywhere in the world, provided an insured's responsibility to pay "damages" is determined in judicial or arbitration proceedings within Canada.
5. "Damages" means monetary damages, including prejudgment interest, due or awarded in payment:
 - a. for actual injury, damage or loss; or
 - b. as punishment or deterrence for wilful, malicious, or oppressive behaviour, but only if:
 - i. insurance for such punitive or deterrent damages is permitted by law; and
 - ii. any insured against whom such punitive or deterrent damages are awarded is not, in fact, directly responsible for such behaviour.
6. "Defence costs" means:
 - a. all expenses incurred by us;
 - b. the cost of bonds to release attachments, but only for bond amounts within the limit of insurance. We do not have to obtain or issue such bonds;
 - c. all reasonable expenses incurred by an insured at our request to assist in the investigation or defence of the "claim", including actual loss of earnings because of time off work;
 - d. all costs assessed or awarded against that insured; and
 - e. any interest accruing:
 - i. after entry of judgment upon the part of the judgment that is within the limit of insurance; and
 - ii. before we have paid, offered to pay or deposited in court the part of the judgment that is within the limit of insurance.
7. "Employee" includes a "leased worker" and a "temporary worker".
8. "Executive officer" means a person holding, at the time of the "wrongful act", any of the officer positions created by an organization's charter, constitution, bylaws or other governing document.
9. "Leased worker" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Personal and advertising injury" means injury arising from one or more of the following offences:
 - a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of the owner, landlord or lessor;
 - d. oral or written publication, in any manner, of material that:
 - i. libels or slanders a person or organization; or
 - ii. disparages a person's or organization's goods, products or services; or
 - e.
 - i. the use of another's advertising idea; or
 - ii. infringing upon another's copyright, slogan or trade dress in an advertisement.

11. "Personal health information" means personal health information, as defined in the Personal Information Protection and Electronic Documents Act of Canada, or as expanded by definitions contained in applicable provincial or territorial statutes, including but not limited to the Health Information Act of Alberta, the Personal Health Information Act of Manitoba, the Personal Health Information Privacy and Access Act of New Brunswick, the Personal Health Information Protection Act of Ontario and the Health Information Protection Act of Saskatchewan, as amended from time to time.
12. "Personal information" means:
 - a. "personal health information"; and/or
 - b. "private information".
13. "Private information" means any piece of information, which can potentially be used to uniquely identify an individual and could be used to facilitate "identity fraud". This information includes, but is not limited to the following subcategories:
 - a. identification and contact information;
 - b. government issued identification numbers; or
 - c. financial information.
14. "Property damage" means:
 - a. physical loss of or damage to tangible property, including resultant loss of use of that property; or
 - b. loss of use of tangible property that is not physically lost or damaged.
15. "Temporary worker" means a person who is retained by you under a contract of service to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
16. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
17. "Wrongful act" means any negligent act, error or omission.

PRIVACY BREACH EXPENSE COVERAGE

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN THIS FORM.

1. INSURING AGREEMENT

The Insurer, subject to the applicable General Conditions, or the Policy Conditions, or the Statutory Conditions and the terms, conditions, limitations and exclusion of the property form to which this coverage relates, shall provide the following coverage if the Insured has a "privacy breach" that is:

- a. discovered by the Insured during the policy period, and
- b. reported to the Insurer as soon as possible but not later than 30 days after the Insured discovers the "privacy breach".

2. LIMIT OF INSURANCE

The liability of the Insurer in respect to the costs associated with the privacy breach services described in 3. COVERAGE, shall not exceed, in the aggregate, the limit specified on the "Declaration Page" for Privacy Breach Expense, during any one policy period.

3. COVERAGE

The Insurer shall provide the following privacy breach services in the event of a "privacy breach":

A. Privacy Breach Consulting Services

The Insurer shall provide the following consulting services for a covered "privacy breach":

- i. evaluation of "privacy breach" situation, assessment of privacy, regulatory and legal impacts and recommendation of best practice approach for notification and remediation;
- ii. provision of a generic notification letter sample template to provide assistance in drafting an incident-specific notification letter;
- iii. provision of a generic sample Frequently Asked Questions (FAQ) template to be completed by the Insured following a "privacy breach"; and
- iv. assistance with media relations when required by applicable Data Protection Authorities or due to the size and scope of the "privacy breach".

B. Notification Recipient Services

The Insurer shall provide the following services for a covered "privacy breach" to all "notification recipients":

- i. a toll free telephone number (Crisis Response Line) for "notification recipients" to call to address issues, questions or concerns regarding the "privacy breach". This includes the assignment of a live, personal "fraud specialist" to provide all necessary services and information on a one-on-one basis;
- ii. assistance with ordering free credit reports for evaluation and review of any suspected or actual fraudulent activity; and
- iii. "identity fraud remediation services" provided to "notification recipients" in cases of "identity fraud" or "account takeover".

C. Notification Expense Reimbursement

The Insurer shall provide the Insured with coverage for eligible expenses, following a "privacy breach", for services provided by the Insurer's designated service provider, for costs associated with preparation, printing, mailing, postage and delivery of notification letters sent to "notification recipients" via postal service, if:

- i. the situation dictates notification via hard copy letter; or
- ii. a data protection authority requires hard copy letter notification; or
- iii. it is the most effective method of notification to affected "data subjects".

D. Regulatory Research and Compliance Expense

The Insurer shall provide the Insured with coverage for costs incurred, following a covered "privacy breach", to consult a licensed attorney to provide the Insured with:

- i. analysis of applicable notification requirements pursuant to provincial and/or federal notification requirements or recommendations of any provincial or federal data protection authorities;
- ii. review and sign off of compliance with applicable provincial and/or federal notification requirements or recommendations of any provincial or federal data protection authorities; and/or
- iii. an overall process of handling the "privacy breach" that complies with applicable provincial and/or federal notification requirements or recommendations of any provincial or federal data protection authorities.

4. EXCLUSIONS

This coverage does not insure against any costs or expenses incurred due to:

- a. the Insured's intentional involvement in a "privacy breach".
- b. a "privacy breach" resulting from any fraudulent, deceptive or criminal activity, error or omission, or any deliberate, reckless or knowing violation of the law by:
 - i. the Insured; or
 - ii. any of the Insured's partners, directors or trustees; whether acting alone or in collusion with others, or whether occurring during or outside of the hours of employment.
- c. the intentional or reckless disregard for the handling, treatment, transfer and security of "private information" and/or "personal health information" in the Insured's possession, control or custody.

- d. the investigation or remediation of any deficiency, except as specifically provided under this coverage. This includes, but is not limited to, any deficiency in the Insured's:
 - i. employee management;
 - ii. vendor management; or
 - iii. internal systems, procedures, computer network/system firewall, computer network/system antivirus or physical security; that may have contributed to a "privacy breach".
- e. any criminal investigations or proceedings.
- f. any loss of "private information" and/or "personal health information" that results from "malicious code", if the failure to detect that code was due to any failure to install or properly implement any:
 - i. applications;
 - ii. software;
 - iii. firewall(s);
 - iv. anti-virus;
 - v. anti-spyware;
 - vi. software or system patches or updates; or
 - vii. any other reasonable precautions.
- g. charges, penalties, fines or fees of affected financial institutions, provincial or federal data protection authorities, courts of law, and any other entity.
- h. prior "privacy breaches", known or unknown by the Insured, occurring prior to the inception date of this coverage.
- i. any legal action claiming civil liability by the Insured or others and any legal defence costs.
- j. any threat, extortion or blackmail, including but not limited to ransom payments and private security assistance.
- k. any cause not provided for under this coverage.
- l. legal obligations arising by reason of the assumption of liability in a contract or agreement.

5. ADDITIONAL CONDITIONS

This coverage is subject to the following additional conditions:

- a. the Insured will use due care to prevent a "privacy breach". This includes, but is not limited to, adherence to industry standards for the protection of "private information" and/or "personal health information" from a "privacy breach".
- b. the Insured will consult with the Insurer's designated service provider and the Insurer before issuing any communication to "notification recipients". Any communication or services promised to "notification recipients" prior to a consultation will not be covered.
- c. the Insured must cooperate with and provide full disclosure of the circumstances surrounding the "privacy breach" to the Insurer, the Insurer's designated service provider, applicable federal or provincial regulators and/or law enforcement personnel.
- d. upon discovery of a "privacy breach", the Insured must make reasonable efforts to secure and protect the remaining "private information" and/or "personal health information" still in the Insured's control.
- e. the Insurer will pay for privacy breach services, as described in 3. COVERAGE, only if they are provided through the Insurer's designated service provider. Approval for an alternate service provider must be obtained prior to the consultation process. The Insurer will only pay reasonable and customary charges associated with services covered under 3. COVERAGE, provided by the alternate service provider.
- f. the Insurer does not guarantee, after the Insurer's designated service provider has provided the applicable services, that the problems associated with the covered "privacy breach" will be eliminated.
- g. services provided to "notification recipients" may vary based on individual circumstances and location (due to adherence of local customs/statutes/rules).
- h. any exclusion contained in this policy that excludes loss or damage caused by:
 - i. theft or attempted theft committed by an employee of the Insured, or
 - ii. any dishonest or criminal act on the part of an employee of the Insured,
 does not apply to the coverage provided by this endorsement.

6. DEFINITIONS

Whenever used in this endorsement:

- a. "Account takeover" means unauthorized use of a person's accounts.
- b. "Data subject" means an individual human being whose "private information", and/or "personal health information" is collected, stored or processed by and in the course of the Insured's everyday business.
- c. "Declaration Page" means the Declaration Page, including any supplementary pages or schedule of coverages attached thereto, applicable to this policy.
- d. "Fraud specialist" means an expert retained by the Insurer to assist "notification recipients" in resolving the fraudulent use, or suspected fraudulent use, of "private information" and/or "personal health information" and to restore it to pre-incident status. This assistance may include assistance in contacting credit reporting agencies, credit grantors, collection agencies, and governmental agencies or other activities needed to fully restore the identity of the individual.
- e. "Identity fraud" means the actual deceptive use of the identity information of another person (living or dead) in connection with various frauds.
- f. "Identity fraud remediation services" means services using a "fraud specialist" to resolve the fraudulent use, or suspected fraudulent use, of "private information" and/or "personal health information" and to restore such information to pre-incident status.
- g. "Malicious code" means a bot, Trojan, virus, worm, or other type of computer code, malware, software or spyware that is used to illicitly collect, destroy, alter, retrieve or affect computer software and/or "private information" and/or "personal health information" on a computer system, network, storage device, PDA or other peripheral device; and on the date the "privacy breach" occurred is named and recognized by the CERT Coordination Centre, or by any industry-acceptable third party antivirus, anti-malware or other solution that monitors malicious code activity.

- h. "Notification recipient" means a "data subject" who is notified by the Insured that "private information" and/or "personal health information" is exposed or potentially exposed to an unauthorized third party or multiple third parties through a "privacy breach" that is committed by the Insured or a third party for which the Insured is responsible, including, but not limited to vendors, auditors, and/or other third parties with which the Insured shares "private information" and/or "personal health information" in the course of doing business.
- i. "Personal health information" means personal health information, as defined in the Personal Information Protection and Electronic Documents Act of Canada, or as expanded by definitions contained in applicable provincial or territorial statutes, including but not limited to the Health Information Act of Alberta, the Personal Health Information Act of Manitoba, the Personal Health Information Privacy and Access Act of New Brunswick, the Personal Health Information Protection Act of Ontario and the Health Information Protection Act of Saskatchewan, as amended from time to time.
- j. "Privacy breach" means loss, theft, or accidental release of "private information" and/or "personal health information" involving one or more "data subjects".
- k. "Private information" means any piece of information, which can potentially be used to uniquely identify an individual and could be used to facilitate "identity fraud". This information includes, but is not limited to the following subcategories:
 - i. identification and contact information;
 - ii. government issued identification numbers; or
 - iii. financial information.

All other terms and conditions remain unchanged.

I. INDEMNITY AGREEMENT

1. The Insurer, subject to the terms, exclusions, conditions and definitions of this form, will indemnify the Insured in each "occurrence" the least of the following:
 - a. the value of the lost or damaged property as determined in V. SPECIAL CONDITIONS;
 - b. the limit of insurance shown on the "Policy Declarations" for the coverage.
2. If any loss or damage is insured under more than one coverage, the most the Insurer will pay for such loss or damage will not exceed the largest limit of insurance applicable under any one of those Coverages.

II. COVERAGES

The coverage(s) apply only if a limit of insurance for the applicable coverage is shown on the "Policy Declarations"; and

A. EMPLOYEE DISHONESTY

1. Loss is directly resulting from a fraudulent or dishonest act, committed by an "employee" acting alone or in collusion with others, that:
 - a. deprives the Insured of "money", "securities" or other property, and
 - b. gives unearned financial benefit to:
 - i. any "employee"; or
 - ii. any other person or organization.

2. EXCLUSIONS

Coverage A. does not apply to:

a. Client or customer property

Any fraudulent or dishonest act committed by an "employee" on the premises of any person or organization that has engaged the services of the Insured, whether or not the Insured is liable. This exclusion does not apply to coverage provided in IV. SUPPLEMENTARY COVERAGES.

b. Employee cancelled under prior insurance

Any "employee" of the Insured or predecessor in interest, for whom dishonesty insurance was cancelled and not reinstated since the last such cancellation.

c. Inventory shortages

- i. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (a) an inventory computation; or
 - (b) a profit and loss computation.
- ii. However, where the Insured has established wholly apart from such computations, that the Insured has sustained a loss, then such inventory records and actual physical count of inventory may be used in support of the amount of loss claimed.

d. Acts committed by the Insured or partners

See exclusion III. 1. of this form. This exclusion does not apply to coverage provided in IV. SUPPLEMENTARY COVERAGES.

e. Confidential or personal information

See exclusion III. 2. of this form.

f. Indirect loss

See exclusion III. 3. of this form.

g. Legal expenses

See exclusion III. 4. of this form.

h. Nuclear incident and radioactive contamination

See exclusion III. 5. of this form.

i. Terrorism

See exclusion III. 6. of this form.

j. War, invasion, act of foreign enemy

See exclusion III. 7. of this form.

B. MONEY, SECURITIES AND OTHER PROPERTY

1. a. Loss of or damage to "money" or "securities" is directly resulting from its actual destruction, disappearance or wrongful abstraction while:
 - i. within the "premises" or any bank or similar place of safe deposit;
 - ii. being carried by or while within the living quarters in the home of a "messenger"; or
 - iii. in the custody of an armoured motor vehicle company;
- b. loss of or damage to other property is by "safe burglary" or "robbery" or attempted "safe burglary" or "robbery" while within the "premises";

- c. loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" is caused by "theft" or attempted "theft" or by unlawful entry into or attempted entry into such container;
- d. damage to the "premises" is caused by such "safe burglary", "robbery" or "theft", or caused by the unlawful entry into or the attempted entry into the "premises", provided that with respect to damage to the "premises" the Insured is the owner of the "premises" or is liable for such damage; or
- e. loss of or damage to other property, while outside the "premises", is caused by:
 - i. "robbery" or attempted "robbery" of a "messenger", an armoured motor vehicle company; or
 - ii. "theft" while within the living quarters in the home of a "messenger".

2. EXCLUSIONS

Coverage B. does not apply to:

a. Accounting or arithmetical errors or omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Acts committed by an employee, director, trustee or authorized representative

Loss or damage resulting from any fraudulent, dishonest or criminal act committed by an "employee", a director, trustee or authorized representative of any Insured whether acting alone or in collusion with other persons. This exclusion does not apply to loss or damage resulting from "safe burglary" or "robbery" or attempted "safe burglary" or "robbery".

c. Data problem

Subject to II. B. 2. c. i. and ii. loss of or damage to "money" or "securities" caused directly or indirectly by a "data problem". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

- i. If loss or damage caused by a "data problem" results in the happening of further loss of or damage to "money" or "securities" that is directly caused by a "specified peril" or by the escape of water from any tank, apparatus or pipe, this exclusion will not apply to such resulting loss or damage. This exception only applies to the extent that such loss would otherwise be insured under this form.
- ii. If a "data problem" is the direct result of a "specified peril", or by the escape of water from any tank, apparatus or pipe, within the "premises" or within any bank or similar place of safe deposit, outside the "premises" while conveyed by or within the living quarters in the home of any "messenger" or while in the custody of an armoured motor vehicle company, this exclusion will not apply. This exception only applies to the extent that such loss would otherwise be insured under this form.

d. Exchanges or purchases

Loss or damage resulting from giving or surrendering "money" or "securities" in any exchange or purchase.

e. Fire

Loss or damage resulting from fire, however caused. This exclusion does not apply to loss of or damage to:

- i. "money" or "securities"; or
- ii. a safe or vault.

f. Money operated devices

Loss of or damage to "money" contained in any "money" operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

g. Records

Loss of or damage to manuscripts, books of account or records, except for blank value.

h. Unauthorized transfer of money, securities or property

Loss of or damage to "money", "securities" or other property by unauthorized electronic transfer.

i. Acts committed by the Insured or partners

See exclusion III. 1. of this form.

j. Confidential or personal information

See exclusion III. 2. of this form.

k. Indirect loss

See exclusion III. 3. of this form.

l. Legal expenses

See exclusion III. 4. of this form.

m. Nuclear incident and radioactive contamination

See exclusion III. 5. of this form.

n. Terrorism

See exclusion III. 6. of this form.

o. War, invasion, act of foreign enemy

See exclusion III. 7. of this form.

C. COUNTERFEIT CURRENCY AND MONEY ORDERS

1. Loss or damage is directly resulting from the Insured having accepted in good faith, in exchange for property, "money" or services:
 - a. counterfeit Canadian or United States currency that is acquired during the regular course of business; or
 - b. a bank draft or money order issued or purporting to have been issued by any financial institution, post office or express company that is not paid upon presentation.

2. EXCLUSIONS

Coverage C. does not apply to:

- a. **Acts committed by an employee, director, trustee or authorized representative**
Loss or damage resulting from any fraudulent, dishonest or criminal act committed by an "employee" a director, trustee or authorized representative of any Insured whether acting alone or in collusion with other persons.
- b. **Acts committed by the Insured or partners**
See exclusion III. 1. of this form.
- c. **Confidential or personal information**
See exclusion III. 2. of this form.
- d. **Indirect loss**
See exclusion III. 3. of this form.
- e. **Legal expenses**
See exclusion III. 4. of this form.
- f. **Nuclear incident and radioactive contamination**
See exclusion III. 5. of this form.
- g. **Terrorism**
See exclusion III. 6. of this form.
- h. **War, invasion, act of foreign enemy**
See exclusion III 7. of this form.

D. FORGERY, ALTERATION, CREDIT CARD AND AUTOMATED TELLER CARD

1. Loss is directly resulting from:
 - a. forgery or alteration of any cheque, draft, promissory note, or similar written promise, order or direction to pay a sum of "money" that is or is purported to have been:
 - i. made or drawn by or drawn upon the Insured; or
 - ii. made or drawn by one acting as an agent of the Insured.
 - b. forgery or alteration of any written instrument required in conjunction with any credit card issued to;
 - (a) the Insured;
 - (b) any partner, officer or "employee" of the Insured;
 - (c) the Insured's spouse; or
 - (d) any child residing permanently in the residence of the Insured, provided the Insured has complied fully with the credit card agreement.
 - c. the "theft" of the Insured's automated teller card provided the Insured has complied fully with all of the conditions under which the card was issued.
2. The Insurer will pay, in addition to the limit of insurance for this coverage and without applying any deductible, reasonable legal expenses incurred by the Insured, with the Insurer's prior written consent, to defend any action arising from the Insured's refusal to make a payment that would have been covered by:
 - a. II. D. 1. a., but only if the Insured's refusal to pay such insured instrument is on the basis that it has been forged or altered.
 - b. II. D 1. b., but only if the Insured's refusal to pay such insured instrument is on the basis that it has been forged or altered.

3. EXCLUSIONS

Coverage D. does not apply to:

- a. **Acts committed by the Insured or partners**
See exclusion III 1. of this form.
- b. **Confidential or personal information**
See exclusion III 2. of this form.
- c. **Indirect loss**
See exclusion III 3. of this form.
- d. **Legal expenses**
See exclusion III 4. of this form.
- e. **Nuclear incident and radioactive contamination**
See exclusion III 5. of this form.
- f. **Terrorism**

See exclusion III 6. of this form.

g. War, invasion, act of foreign enemy

See exclusion III 7. of this form.

E. ELECTRONIC FRAUD AND FUNDS TRANSFER FRAUD

1. Loss or damage is directly resulting from:
 - a. the use of any electronic device to fraudulently transfer "money", "securities", or other property from inside the "premises" or any bank or similar place of safe deposit to:
 - i. a person (other than a "messenger") outside the "premises" or such bank or similar place of safe deposit; or
 - ii. a place outside the "premises".
 - b. "fraudulent instructions" directing a financial institution to transfer, pay or deliver "money" or "securities" from the Insured's "transfer account".

2. EXCLUSIONS

Coverage E. does not apply to:

a. Acts committed by an employee or authorized representative

Loss or damage caused by an "employee", or authorized representative of any Insured acting alone or in collusion with other persons.

b. Card transactions

Loss resulting from the use of credit, debit, charge, access or convenience card, "cash card" or the information contained on such cards.

c. Forgery or alterations

Loss that is insured under Coverage D.

d. Acts committed by the Insured or partners

See exclusion III 1. of this form.

e. Confidential or personal information

See exclusion III 2. of this form.

f. Indirect loss

See exclusion III 3. of this form.

g. Legal expenses

See exclusion III 4. of this form.

h. Nuclear incident and radioactive contamination

See exclusion III 5. of this form.

i. Terrorism

See exclusion III 6. of this form.

j. War, invasion, act of foreign enemy

See exclusion III 7. of this form.

F. PROPERTY IN SAFE DEPOSIT BOXES – BURGLARY AND ROBBERY

1. Loss or damage is directly resulting from:
 - a. "burglary" or attempted "burglary", vandalism or malicious acts to property other than "money" and "securities" from within the Insured's safe deposit box in a vault within the bank or similar place of safe depository; or
 - b. by "robbery" or attempted "robbery", vandalism or malicious acts to property other than "money" and "securities" from within:
 - i. that part of the bank or similar place of safe depository in the safe deposit vault reserved for customers;
 - ii. the banking enclosure reserved for the use of the bank's officers and employees, provided at least one such person is at work in such banking enclosure; or
 - iii. the bank or similar place of safe depository while such property is being conveyed between the entrance to the bank or similar place of safe depository and the vault.

2. EXCLUSIONS

Coverage F. does not apply to:

a. Acts committed by an employee, director, trustee or authorized representative

Loss or damage resulting from any dishonest or criminal act committed by an "employee", or a director, trustee or authorized representative of any Insured whether acting alone or in collusion with other persons.

b. Acts committed by the Insured or partners

See III exclusion 1. of this form.

c. Confidential or personal information

See exclusion III 2. of this form.

- d. Indirect loss**
See exclusion III 3. of this form.
- e. Legal expenses**
See exclusion III 4. of this form.
- f. Nuclear incident and radioactive contamination**
See exclusion III 5. of this form.
- g. Terrorism**
See exclusion III 6. of this form.
- h. War, invasion, act of foreign enemy**
See exclusion III 7. of this form.

G. INCOMING CHEQUE FORGERY

1. Loss is directly resulting from forgery or alteration of any:
 - a. cheque or draft drawn upon itself by any bank;
 - b. cheque or draft drawn upon itself by any corporation;
 - c. cheque or written order or direction to pay a sum certain in "money", drawn by any public body upon itself; or
 - d. any warrant drawn by any public body,
which the Insured has received in payment or purported payment for:
 - i. personal property sold and delivered; or
 - ii. services rendered,
 but excluding all loss caused by forgery or alteration of any instrument received by the Insured in purported payment for property previously sold and delivered on any installment or deferred payment plan.
2. The liability of the Insurer on account of any instrument covered under this coverage will be 100% of the Insured's pecuniary interest in the instrument not to exceed the limit of insurance for Coverage G.
The pecuniary interest is to be determined by:
 - a. the amount paid or purporting to have been paid to the Insured for the property;
 - b. the amount paid or purporting to have been paid to the Insured for the services rendered; and
 - c. the amount of cash, if any, delivered against such instrument over and above a. and b.

3. EXCLUSIONS

Coverage G. does not apply to:

- a. Acts committed by the Insured or partners**
See exclusion III 1. of this form.
- b. Confidential or personal information**
See exclusion III 2. of this form.
- c. Indirect loss**
See exclusion III 3. of this form.
- d. Legal expenses**
See exclusion III 4. of this form.
- e. Nuclear incident and radioactive contamination**
See exclusion III 5. of this form.
- f. Terrorism**
See exclusion III 6. of this form.
- g. War, invasion, act of foreign enemy**
See exclusion III 7. of this form.

III. EXCLUSIONS APPLICABLE TO ALL COVERAGES

This form does not apply to:

1. **Acts committed by the Insured or partners**
Loss or damage resulting from any fraudulent, dishonest or criminal act committed by:
 - a. the Insured; or
 - b. any of the Insured's partners;
whether acting alone or in collusion with other persons.
2. **Confidential or personal information**
Loss or damage resulting from:
 - a. the disclosure of the Insured's or any other person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or

- b. the use of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or other type of non-public information.

3. Indirect loss

Loss that is an indirect result of any act or "occurrence" covered by this form including, but not limited to, loss resulting from:

- a. the Insured's inability to realize income that the Insured would have realized had there been no loss.
- b. payment of damages of any type for which the Insured is legally liable, but the Insurer will pay compensatory damages arising directly from a loss covered under this form.
- c. payment of costs, fees or other expenses incurred by the Insured in establishing the existence of, or the amount of loss covered under this form except as provided in IV. SUPPLEMENTARY COVERAGES.

4. Legal expenses

Expenses related to any legal action, except when covered under Coverage D.

5. Nuclear incident and radioactive contamination

Loss or damage caused directly or indirectly:

- a. by any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- b. by contamination by radioactive material.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

6. Terrorism

Loss or damage caused directly or indirectly by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. Where any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder will remain in full force and effect.

7. War, invasion, act of foreign enemy

Loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

IV. SUPPLEMENTARY COVERAGES

Coverage is provided only for those of the following Supplementary Coverages for which a limit of insurance is shown on the "Policy Declarations". The limit of insurance shown for each Supplementary Coverage, except IV. 1. CLIENT OR CUSTOMER PROPERTY, is in addition to any other limit of insurance applicable to this form.

1. CLIENT OR CUSTOMER PROPERTY

- a. If the policy includes Coverage II. A. EMPLOYEE DISHONESTY, that coverage is extended to cover any direct loss or losses which any person or organization, having engaged the services of the Insured, has sustained due to loss of "money", "securities" or other property:
 - i. belonging to such person or organization;
 - ii. in which such person or organization has a pecuniary interest; or
 - iii. held in any capacity by such person or organization, whether legally liable or not; resulting directly from any fraudulent or dishonest act committed by the Insured or any of the Insured's partners or committed by an "employee", acting alone or in collusion with others, during the period of the performance of such services.
- b. The Insurer will not be liable for more than the limit of insurance shown on the "Policy Declarations" for this coverage, but such limit is inclusive of, not in addition to, the limit of insurance for Coverage II. A.

2. MEDICAL EXPENSE INCURRED FROM ROBBERY

- a. This form insures each "custodian" or "messenger" who sustains bodily injury during and as a result of "robbery" or attempted "robbery".
- b. The Insurer will pay reasonable expenses for:
 - i. first aid at the time of an "occurrence";
 - ii. necessary medical, surgical, x-ray and dental services, including prosthetic devices;
 - iii. necessary ambulance, hospital, and professional nursing services; and
 - iv. in the event of death resulting from such injury, the reasonable funeral expense;all incurred within 12 consecutive months from the date such injury is sustained, provided such expense is not payable under any workers' compensation, disability benefits or unemployment or employment compensation law or any similar law or the expense payment is prohibited by such law.
- c. The Insurer will not be liable for more than the limit of insurance shown on the "Policy Declarations" per person.
- d. The limit of the Insurer's liability for this coverage will not exceed the annual aggregate shown on the "Policy Declarations" for this coverage.

3. PROFESSIONAL FEES

- a. The Insurer agrees to indemnify the Insured for reasonable expenses incurred by the Insured for services of their professional auditors, accountants, investigators or other consultants for producing particulars or details or other proofs, information or evidence as may be required by the Insurer for the purpose of investigating or verifying any claim under this form.
- b. There is no coverage for fees or expenses payable to public adjusters.
- c. The Insurer will pay up to the limit of insurance shown on the "Policy Declarations" for this coverage.

V. SPECIAL CONDITIONS

A. CONDITIONS APPLICABLE TO ALL COVERAGES

1. ADDITIONAL PREMISES OR EMPLOYEES

If, while this insurance is in force, the Insured establishes any additional "premises" or hires additional "employees", other than through "consolidation or merger", such "premises" and "employees" will automatically be covered under this insurance. Notice to the Insurer of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the policy period shown on the "Policy Declarations".

The limit of insurance provided by this condition to such additional "premises" will not exceed the lowest limit of insurance provided under this form to existing insured location(s).

2. CONSOLIDATION – MERGER

a. If through "consolidation or merger":

- i. any additional persons become "employees"; or
- ii. the Insured acquires the use and control of any additional "premises", any coverage provided under this form for "employees" or "premises" also applies to such additional "employees" or such additional "premises".

b. The insurance provided to such additional "employees" or such additional "premises" will cease on the earliest of:

- i. 90 days from the date of "consolidation or merger";
- ii. the date such additional "employees" or such additional "premises" are reported to the Insurer; or
- iii. the expiration date of this insurance.

c. Premium for this coverage is payable from the date of "consolidation or merger".

d. The limit of insurance applicable to such additional "premises", during the coverage period described in V. A. 2. b. will not exceed the lowest limit of insurance provided under this form to existing insured location(s).

3. DEDUCTIBLE

If a deductible amount is shown on the "Policy Declarations", the Insurer will not pay for loss or damage in any one "occurrence" unless the amount of loss or damage exceeds the deductible amount shown on the "Policy Declarations". The Insurer will then pay the amount of loss or damage in excess of the deductible amount, up to the limit of insurance.

4. DUTIES IN THE EVENT OF LOSS

a. The POLICY CONDITIONS form 910000, is amended as follows, but only with respect to loss or suspected loss under this Crime Form:

i. For a policy made or deemed to be made in the provinces of Alberta, British Columbia or Manitoba, the following condition is added to ADDITIONAL CONDITIONS:

Upon knowledge or discovery of loss or damage or of an occurrence which may give rise to a claim for loss the Insured will:

- (a) if Coverage A. or if Coverage D. is subject to a deductible, give the Insurer notice of any loss whether or not the Insurer is liable for such loss, and if requested by the Insurer, file with the Insurer a brief statement giving the particulars concerning such loss;
- (b) give immediate notice to the police when loss or damage is due or suspected to be due to vandalism, malicious act, burglary, "robbery", "theft" or attempted "theft". This does not apply if the Insured has a reason to believe that the loss is covered under Coverage A. or Coverage D.;
- (c) if the loss or damage insured by this form involves "securities", take all reasonable means to prevent the negotiation, sale or retirement of such "securities";
- (d) deliver the proof of loss, as per STATUTORY CONDITION 6. REQUIREMENT AFTER LOSS, to the Insurer within 4 months after the discovery of loss. Proof of loss under Coverage D. will include the instrument which is the basis of claim for such loss, or if that is not possible, an affidavit setting forth the amount and cause of loss;
- (e) upon the Insurer's request, submit to examination by the Insurer, subscribe the same, under oath if required, and produce for the Insurer's examination pertinent records, all at such reasonable time and places as the Insurer will designate.

ii. For a policy made or deemed to be made in the Province of Quebec, the following additional GENERAL CONDITION applies:

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss the Insured will:

- (a) (1) give notice as soon as practicable to the Insurer or any of its authorized agents;
- (2) if Coverage A. or if Coverage D. is subject to a deductible, give the Insurer notice of any loss whether or not the Insurer is liable for such loss, and if requested by the Insurer, file with the Insurer a brief statement giving the particulars concerning such loss;
- (b) give immediate notice to the police when loss or damage is due or suspected to be due to vandalism, malicious act, burglary, "robbery", "theft" or attempted "theft". This does not apply if the Insured has a reason to believe that the loss is covered under Coverage A. or Coverage D.;
- (c) if the loss or damage insured by this form involves "securities", take all reasonable means to prevent the negotiation, sale or retirement of such "securities";
- (d) file detailed proof of loss, duly sworn to, with the Insurer within 4 months after the discovery of loss. Proof of loss under Coverage D. will include the instrument which is the basis of claim for such loss, or if that is not possible, an affidavit setting forth the amount and cause of loss;
- (e) upon the Insurer's request, submit to examination by the Insurer, subscribe the same, under oath if required, and produce for the Insurer's examination pertinent records, all at such reasonable time and places as the Insurer will designate.

iii. For a policy made or deemed to be made in the all provinces and territories except the provinces of Alberta, British Columbia, Manitoba and Quebec, the following condition is added under the new heading of **ADDITIONAL CONDITIONS**:
Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss the Insured will:

- (a) (1) give notice as soon as practicable to the Insurer or any of its authorized agents;
 - (2). if Coverage A. or if Coverage D. is subject to a deductible, give the Insurer notice of any loss whether or not the Insurer is liable for such loss, and if requested by the Insurer, file with the Insurer a brief statement giving the particulars concerning such loss;
 - (b) give immediate notice to the police when loss or damage is due or suspected to be due to vandalism, malicious act, burglary, "robbery", "theft" or attempted "theft". This does not apply if the Insured has a reason to believe that the loss is covered under Coverage A. or Coverage D.;
 - (c) if the loss or damage insured by this form involves "securities", take all reasonable means to prevent the negotiation, sale or retirement of such "securities";
 - (d) file detailed proof of loss, duly sworn to, with the Insurer within 4 months after the discovery of loss. Proof of loss under Coverage D. will include the instrument which is the basis of claim for such loss, or if that is not possible, an affidavit setting forth the amount and cause of loss;
 - (e) upon the Insurer's request, submit to examination by the Insurer, subscribe the same, under oath if required, and produce for the Insurer's examination pertinent records, all at such reasonable time and places as the Insurer will designate.
- b. The PROPERTY, CRIME AND EQUIPMENT BREAKDOWN CONDITIONS form 910001, is amended as follows, but only with respect to loss or damage or suspected loss or damage under this Crime Form:
COMMON CONDITION I. 7. Notice to Police, is deleted.

5. LOSS COVERED UNDER THIS POLICY AND PRIOR INSURANCE ISSUED BY THE INSURER

If any loss is covered:

- a. partly by this insurance; and
- b. partly by any prior cancelled or terminated insurance that the Insurer had issued to the Insured or any predecessor in interest; the most the Insurer will pay is the larger of the amount recoverable under this insurance or the prior insurance.

6. LOSS COVERED UNDER PRIOR INSURER

- a. If the Insured, or any predecessor in interest sustained a loss during the period of any prior insurance that the Insured, or such predecessor would have recovered under that insurance except that the time within which to discover the loss had expired, the Insurer will pay for it under this form, provided:
 - i. this form became effective at the time of cancellation or termination of the prior insurance; and
 - ii. the loss would have been covered by this form had this form been in effect when the loss occurred.
- b. The limit of insurance under this condition is part of, not in addition to, the limit of insurance applying to the applicable coverage insured under this form and is limited to the lesser of the amount recoverable under:
 - i. this form as of the date such loss was first discovered; or
 - ii. the prior insurance had it remained in effect.

7. LOSS SUSTAINED

Subject to V. A. 6. the Insurer will pay for loss that the Insured has sustained through acts committed or events occurring during the policy period shown on the "Policy Declarations" and discovered by the Insured during the:

- a. policy period; or
- b. period of time provided in V. A. 8.

8. EXTENDED PERIOD TO DISCOVER LOSS

- a. The Insurer will pay for loss that the Insured sustained prior to the effective date of termination or cancellation of this form, which is discovered by the Insured no later than 12 consecutive months from the date of that termination or cancellation.
- b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by the Insured replacing in whole or in part the insurance afforded by this form, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

9. JOINT INSURED

- a. If more than one Insured is named on the "Policy Declarations", the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- b. If any Insured, or partner, or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- c. An "employee" of any Insured is considered to be an "employee" of every Insured under this insurance.
- d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered by the Insured during the period of time provided in V. A. 8.
- e. The Insurer will not pay more for loss sustained by more than one Insured than the amount the Insurer would pay if the loss had been sustained by one Insured.

10. LEGAL ACTION AGAINST THE INSURER

- a. No one may bring a legal action against the Insurer under this form:
 - i. unless there has been full compliance with all the terms of this form, and
 - ii. not until 90 days after the required proof of loss has been filed with the Insurer.
- b. No legal action against the Insurer can be made under this form unless commenced within 2 years from the date when the Insured discovers the loss.
- c. If any limitation of time in V. 10. a. or b. is shorter than that permitted by statute, such limitation is amended to be the shortest permissible statutory limitation.

11. NON-CUMULATION OF LIMIT OF INSURANCE

Regardless of the number of years this insurance remains in force or the number of premiums paid, the limit of insurance shown on the "Policy Declarations" is not cumulative from year to year or period to period.

12. OTHER INSURANCE

With respect to the insurance provided under this form, Condition 8 – Other Insurance under I COMMON CONDITIONS APPLICABLE TO ALL PROVINCES AND TERRITORIES of the PROPERTY, CRIME AND EQUIPMENT BREAKDOWN CONDITIONS, form 910001, is deleted and replaced by the following:

a. Applicable to the Province of Quebec:

- i. If there is available to the Insured any other insurance or indemnity covering any loss insured by Coverage A. or Coverage D., each of the insurers under its respective contract is liable to the Insured for its rateable proportion of the loss, except that if such other insurance or indemnity is a bond or policy of fidelity insurance, any loss covered under both such fidelity insurance and Coverage D. will first be paid under Coverage D. Any loss covered under both Coverages A. and D. will first be paid under Coverage D. and the excess, if any, will be paid under Coverage A.
- ii. If, under any other coverage insured under this form, there is any other valid and collectible insurance which would apply in the absence of such coverage insured under this form, each of the insurers under its respective contract is liable to the Insured for its rateable proportion of the loss, provided the insurance will not apply to property:
 - (a) which is separately described and enumerated and specifically insured in whole or in part by any other insurance or
 - (b) otherwise insured unless such property is owned by the Insured.

b. Applicable to all other provinces and territories:

- i. If there is available to the Insured any other insurance or indemnity covering any loss insured by Coverage A. or Coverage D., the Insurer will be liable under this form only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity, except that if such other insurance or indemnity is a bond or policy of fidelity insurance, any loss covered under both such fidelity insurance and Coverage D. will first be paid under Coverage D. Any loss covered under both Coverages A. and D. will first be paid under Coverage D. and the excess, if any, will be paid under Coverage A.
- ii. If, under any other coverage insured under this form, there is any other valid and collectible insurance which would apply in the absence of such coverage insured under this form, the insurance under this form will apply only as excess insurance over such other insurance, provided the insurance will not apply to property:
 - (a) which is separately described and enumerated and specifically insured in whole or in part by any other insurance or
 - (b) otherwise insured unless such property is owned by the Insured.

13. OWNERSHIP OF PROPERTY – INTERESTS COVERED

The property covered under this form is limited to property:

- a. owned or leased by the Insured;
- b. of others held by the Insured in any capacity whether or not the Insured is liable for the loss of or damage to such property; or
- c. of others for which the Insured is legally liable.

However, with respects to Coverage C. and Coverage F. this insurance applies only to the interest of the Insured in such property, including the Insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the Insured's proof of loss, in which event such other person, upon the Insurer's request, will submit to examination by the Insurer, subscribe the same, under oath if required, and produce for the Insurer's examination all pertinent records, all at such reasonable times and places as the Insurer will designate, and will cooperate with the Insurer in all manners pertaining to loss or claims with respect to loss or damage of such property.

14. BOOKS AND RECORDS

The Insured must keep records of all the insured property in such manner that the Insurer can accurately determine the amount of loss.

15. RECOVERIES

a. Applicable to all Coverages, except Coverage G.

Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

- i. to the Insured, until the Insured is reimbursed for any loss that the Insured sustained that exceeded the limit of insurance and the deductible amount, if any;
- ii. then to the Insurer, until the Insurer is reimbursed for the settlement made; and
- iii. then to the Insured, until the Insured is reimbursed for that part of the loss equal to the deductible amount, if any.

b. Applicable to Coverage G.

Any reimbursement or recovery, less the cost of obtaining them, whether recovered before or after settlement of loss covered by this insurance, will be paid 100% by the Insurer to the Insured, subject to the limit of insurance for Coverage G., and will be distributed as follows:

- i. to the Insured, until the Insured is reimbursed for any loss that the Insured sustained that exceeded the limit of insurance and the deductible amount, if any;
- ii. then to the Insurer, until the Insurer is reimbursed for the settlement made; and
- iii. then to the Insured, until the Insured is reimbursed for that part of the loss equal to the deductible amount, if any.

c. Applicable to all Coverages

Recoveries do not include any recovery:

- i. from insurance, suretyship, reinsurance, security or indemnity taken for the benefit of the Insurer; or
- ii. of original "securities" after duplicates of them have been issued.

16. TERRITORY

This policy insures acts committed or events occurring:

- a. with respect to Coverage A.:
 - i. within Canada and the United States of America (including its territories and possessions);

- ii. anywhere in the world, for loss caused by any "employee" temporarily outside of the territory specified in V.16. a. i. for a period of not more than 90 days.
- b. with respect to Coverage B., Coverage C., Coverage E., Coverage F., and Coverage G.: within Canada and the United States of America (including its territories and possessions).
- c. with respect to Coverage D.: anywhere in the world.

17. VALUATION – SETTLEMENT

Subject to the limits of insurance shown on the "Policy Declarations", in no event will the Insurer be liable, in respect to:

- a. loss of "money", for more than its face value. The Insurer may, at its option, pay for loss of "money" issued by any country other than Canada:
 - i. at face value in the "money" issued by that country; or
 - ii. in the Canadian dollar equivalent determined by the rate of exchange on the day the loss was discovered.
- b. loss of "securities", for more than the actual cash value of such "securities" at the close of business on the business day immediately preceding the day on which the loss was discovered. The Insurer may, at its option:
 - i. pay such actual cash value, in which event the Insured must assign to the Insurer all the Insured's rights, title and interest in and to those "securities"; or
 - ii. secure the replacement of the "securities" by arranging for the issuance of a Lost Securities Bond.
- c. loss of or damage to other property except as follows:
 - i. if the property is held by the Insured as a pledge, or as collateral for an advance or a loan, the Insurer will not be liable for more than the actual cash value of such property at the time of the loss or damage. However, for such property, the actual cash value will not exceed the value of the property as determined and recorded by the Insured when making the advance or loan, nor in the absence of such record, the unpaid portion of the advance or loan plus accrued interest at legal rates.
 - ii. for property of others for which the Insured is legally liable, excluding "securities" and property held by the Insured as a pledge or as collateral for an advance of a loan, the Insurer will not be liable for more than the lesser of:
 - (a) the actual cash value of such property, or
 - (b) the actual cost of repairing or replacing such property with property or material of like quality and value.
 - iii. for property of the Insured or property of others which the Insured is obliged to insure, excluding "securities" and property held by the Insured as a pledge or as collateral for an advance of a loan, the value of such property will be determined as follows:
 - (a) on unsold merchandise: the Insurer will not be liable for more than the actual cash value of the property at the time and place of loss or damage, but in no event to exceed what it would cost to repair or replace with material of like kind and quality;
 - (b) on sold merchandise: the Insurer will not be liable for more than the selling price after allowance for discounts;
 - (c) on the property of others: the Insurer will not be liable for more than the actual cash value at the time and place of loss or damage plus allowance for labour and materials expended to such time;
 - (d) on business records and prepackaged software, the Insurer will not be liable for more than:
 - (1) the cost of blank "media" for reproducing "data"; and
 - (2) the costs of labour to transcribe or copy the "data" when there is a duplicate.
 - (e) on all other insured property: the Insurer will not be liable for more than the amount actually expended by the Insured to repair or replace such property, subject to the following provisions:
 - (1) the damaged property to be repaired or replaced with due diligence and dispatch;
 - (2) the amount the Insurer will pay for any repair or replacement will be limited to the lesser of:
 - (i) the cost at the time of the loss or damage to repair the said property; or
 - (ii) the replacement cost of said property at the time of the loss or damage.
 - (3) In the event the replacement is by property of a better kind or quality or of larger capacity or size, the liability of the Insurer will not exceed the amount that would be paid if the replacement had been made by property of like, kind, capacity, size and quality.
 - (4) In the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function will be deemed to be new property of like kind and quality for the purposes of this condition.
 - (5) Failing compliance by the Insured with any of the foregoing provisions, settlement will be made on the basis of actual cash value.
 - iv. The Insurer may, at its option, pay for the repair or replacement of such property.
 - v. Any property for which the Insurer has made indemnification becomes property of the Insurer. The Insured is entitled to such property upon reimbursing the Insurer the indemnity paid for such property.

18. LOSS CAUSED BY UNIDENTIFIED EMPLOYEE

If a loss is alleged to have been caused by the fraudulent or dishonest act of one or more of the "employees" insured under Coverage A. and the Insured is unable to designate the specific "employee" or "employees" causing such loss, the Insured will nevertheless have the benefit of such Coverage, subject to the exclusion II. A. 2. c., provided that the evidence submitted reasonably proves that the loss was in fact due to the fraudulent or dishonest act of one or more of the said "employees", and provided, further, that the aggregate liability of the Insurer for any such loss will not exceed the limit of insurance applicable to Coverage A.

B. CONDITION APPLICABLE TO COVERAGE A – EMPLOYEE DISHONESTY: PRIOR FRAUD, DISHONESTY OR CANCELLATION OF AN EMPLOYEE

- a. Coverage A. will not apply to any "employee":
 - i. if the "employee" has committed fraud or a dishonest act prior to the effective date of this insurance and:
 - (a) the Insured; or
 - (b) any partner, officer, director or trustee not in collusion with the "employee",

- learned of the fraudulent or dishonest act prior to the policy period shown on the "Policy Declarations".
- ii. as soon as:
 - (a) the Insured; or
 - (b) any partner, officer, director or trustee not in collusion with the "employee", learns that such "employee" has committed a fraudulent or dishonest act in the service of the Insured or otherwise, whether such act was committed before or after becoming employed by the Insured.
- b. The coverage provided under Coverage A. is cancelled as to any "employee" on the date specified in a notice mailed to the first Named Insured. Such date will be not less than 30 days after the date of mailing. The Insurer will mail the notice to the first Named Insured's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of such written notice by the Insurer will be equivalent to mailing. In the Province of Quebec, cancellation will be made by endorsement only.

C. CONDITION APPLICABLE TO COVERAGES B – MONEY, SECURITIES AND OTHER PROPERTY: ARMoured MOTOR VEHICLE COMPANIES

Under Coverage B. the Insurer will only pay for the amount of loss the Insured cannot recover:

- a. under the contract the Insured has with the armoured motor vehicle company; and
- b. from any other insurance or indemnity carried by, or for the benefit of customers of, the armoured motor vehicle company.

D. CONDITION APPLICABLE TO COVERAGE D. – FORGERY, ALTERATION, CREDIT CARD AND AUTOMATED TELLER CARD: ELECTRONIC AND MECHANICAL SIGNATURES

The Insurer will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

VI. DEFINITIONS

1. "burglary" means the unlawful taking of insured property from within a locked safe deposit box within a locked vault by a person unlawfully entering the safe deposit box or vault, provided there is evidence of such unauthorized entry in the form of visible marks on the exterior of such safe deposit box and vault.
2. "cash cards" means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.
3. "consolidation or merger" means the Insured:
 - a. acquires all or most of the assets or shares of another entity;
 - b. consolidates with another entity; or
 - c. merges with another entity.
4. "custodian" means the Insured, or a partner of the Insured, or any "employee" who is duly authorized by the Insured to have the care and custody of the insured property within the "premises", excluding any person while acting as a watchman, porter or janitor.
5. "data" means representations of information or concepts, in any form.
6. "data problem" means
 - a. erasure, destruction, corruption, misappropriation, misinterpretation of "data";
 - b. error in creating, amending, entering, deleting or using "data"; or
 - c. inability to receive, transmit or use "data".
7. a. "employee" means:
 - i. any natural person:
 - (a) while in the regular service of the Insured and for the first 30 days immediately after termination of service, unless such termination is due to a fraudulent or dishonest act committed by the employee;
 - (b) who the Insured compensates directly by salary, wages or commissions; and
 - (c) who the Insured has the right to govern and direct in the performance of such service;
 - ii. any natural person who is furnished temporarily to the Insured:
 - (a) to substitute for a permanent employee, as described in VI. 7. a. i., who is on leave; or
 - (b) to meet seasonal or short-term workload conditions; while the Insured has the right to govern and direct that person in the performance of services for the Insured, excluding, however, any such person while having care and custody of property outside the "premises";
 - iii. any natural person who is leased to the Insured under a written agreement between the Insured and a labour leasing organization, to perform duties related to the conduct of the Insured's business, but does not mean a temporary employee as defined in VI. 7. a. ii.,
 - iv. any natural person who is a former employee, partner, member, manager, director or trustee retained as a consultant while performing services for the Insured;
 - v. any natural person who is a volunteer while the Insured has the right to govern and direct that person in the performance of services for the Insured, excluding, however, any such person while having care and custody of property outside the "premises".
- b. However "employee" does not mean any:
 - i. agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - ii. directors or trustees of the Insured except while performing acts within the scope of the usual duties of an employee.
8. "fraudulent instructions" means:
 - a. fraudulent electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions issued to a financial institution directing such institution to debit a "transfer account" and to transfer, pay or deliver "money" and "securities" from such account by use of an

- electronic transfer system at specified intervals or under specified conditions, which instructions purport to have been transmitted by the Insured or by a person duly authorized by the Insured to issue such instructions but which have been fraudulently transmitted by someone other than the Insured without the Insured's knowledge or consent; or
- b. fraudulent written instructions (other than those described in Coverage D.) issued to a financial institution directing such institution to debit a "transfer account" by use of an electronic funds transfer system at specified intervals or under specified conditions which written instructions purport to have been issued by the Insured but were in fact fraudulently issued, forged or altered by someone other than the Insured without the Insured's knowledge or consent.
9. "messenger" means the Insured or a partner of the Insured or any "employee" who is duly authorized by the Insured to have the care and custody of the insured property outside the "premises".
10. "money" means:
- currency, coins, bank notes, "cash cards".
 - the following property, held for sale to the public:
 - travellers cheques,
 - register cheques, or
 - money orders.
11. "specified perils" means:
- fire or lightning;
 - explosion: the following are not explosions within the intent or meaning of this form:
 - electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - bursting or rupture caused by hydrostatic pressure or freezing;
 - bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
 - impact by aircraft, spacecraft or land vehicle: the terms aircraft and spacecraft include articles dropped from them. The Insurer will not be liable for loss or damage:
 - that is cumulative;
 - caused by land vehicles belonging to or under the control of the Insured or any of the Insured's "employees";
 - to aircraft, spacecraft or land vehicles causing the loss; or
 - caused by any aircraft or spacecraft when being taxied or moved inside or outside of buildings;
 - smoke due to a sudden, unusual and faulty operation of any stationary furnace. The Insurer will not be liable for any cumulative damage;
 - leakage from fire protective equipment: leakage or discharge from, collapse of, or rupture due to freezing of fire protective equipment for the "premises" or adjoining structures. The term fire protective equipment includes tanks, watermains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
 - branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - any water mains or appurtenances located outside of the "premises" and forming a part of the public water distribution system;
 - windstorm or hail: the Insurer will not be liable for loss or damage:
 - to the interior of the building or other property inside the building unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
 - directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.
12. "occurrence" means:
- with respects to Coverage A., all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts;
 - with respects to Coverage D., all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments;
 - with respects to all other Coverages:
 - an act or series of related acts involving one or more persons; or
 - an act or event, or series of related acts or events not involving any person.
13. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any supplementary pages or schedules.
14. "premises" means the interior of that portion of any building at a location shown on the "Policy Declarations" which is occupied by the Insured in conducting its business. As respects "robbery" only, the premises will also include the space immediately surrounding such building.
15. "robbery" means the unlawful taking of property from the care and custody of any person authorized to have custody of such property by anyone who has:
- inflicted bodily harm or threatened such person with bodily harm;
 - committed an obviously unlawful act, witnessed by that person; or
 - taken the property from such person who has been killed or rendered unconscious by injuries inflicted maliciously or sustained accidentally.
16. "safe burglary" means the unlawful taking of:
- a safe from within the "premises"; or
 - property from within a locked safe or vault by a person unlawfully entering the safe or vault, provided there is evidence of such unauthorized entry in the form of visible marks on the exterior of such safe or vault.
17. "securities" means all negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
- tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

- b. evidence of debt issued in connection with credit or charge cards, which cards are not issued by the Insured; but does not include "money".
18. "terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
19. "theft" means the unlawful taking and carrying away of the property of another.
20. "transfer account" means an account, maintained by the Insured at a financial institution, from which the Insured or the Insured's authorized representatives can initiate the transfer, payment or delivery of "money" or "securities":
- a. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
 - b. by means of written instructions (other than those described in Coverage D.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

GENERAL INSURING AGREEMENT

The Insurer agrees to provide the insurance described in the forms and endorsements annexed:

- a. in exchange for the payment of the premium;
- b. in reliance upon the statements in the applications and "Policy Declarations"; and
- c. subject to all applicable terms, conditions, exclusions and limitations.

NOTICE TO INSURED

Various provisions restrict coverage. Read the entire policy documents to determine:

- a. each Insured's rights and duties; and
- b. what coverage is and is not afforded in the forms and endorsements annexed.

I. APPLICABLE TO ALL COVERAGES

The following Policy Conditions, as modified or supplemented by forms or endorsements attached, apply to all coverages insured by this policy.

POLICY CONDITIONS

1. WORDS AND PHRASES IN QUOTATION MARKS

Words and phrases in quotation marks have special meaning and are defined in the form or endorsement to which such words and phrases apply.

2. CHANGES TO POLICY

The policy contains all the agreements between the Insured and the Insurer concerning the insurance provided. Notice to any agent or knowledge possessed by any agent or by any other person will not affect a waiver or a change in any part of this policy or estop the Insurer from asserting any right under the terms of this policy. The policy terms can be amended or waived only by an endorsement issued by the Insurer to form part of the policy.

3. CONFORMITY WITH LEGISLATION

If any term, condition, exclusion or limitation of this policy conflicts with applicable provincial or territorial legislation, such term, condition, exclusion or limitation is amended to conform to such legislation. All other terms, conditions, exclusions and limitations of this policy are unchanged.

4. CURRENCY

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

5. DECLARATION OF EMERGENCY - EXTENSION OF TERMINATION OR POLICY PERIOD

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

- a. The "emergency" must have a direct effect or impact on:
 - i. the Insured, the insured site or insured property located in the declared emergency area; or
 - ii. the operations of the Insurer or its agent/broker located in the declared emergency area.
- b. i. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - (a) 30 days; or
 - (b) the number of days equal to the total time the "emergency" order was in effect.
- ii. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - (a) 30 days; or
 - (b) the number of days equal to the total time the "emergency" order was in effect.
- c. In no event will the total term of this extension exceed 120 consecutive days.
- d. The Insured will be responsible for the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.
- e. For the purpose of this condition "emergency" means the first statutory declaration of an emergency:
 - i. with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature a disease or other health risk an accident or an act whether intentional or otherwise; or
 - ii. as provided for by the relevant governing legislation if different from i."Emergency" does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

6. EXCLUSION TITLES

Exclusion titles are solely for reference and do not in any way affect the content of the exclusion to which they relate.

7. INSPECTIONS AND SURVEYS

- a. The Insurer and its authorized representatives shall have the right but are not obligated to:
 - i. inspect the premises, property or operations of the Insured;
 - ii. inform the Insured of the conditions found; and
 - iii. recommend changes.
- b. Except as stated in paragraph c. of this condition any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They do not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.
- c. If required under provincial or municipal statutes, ordinances, bylaws or regulations, the Insurer will inspect, survey, report and make recommendations relative to certification of boilers, pressure vessels or elevators.

8. LIBERALIZATION

If, during the policy period, the Insurer changes any of the forms attached to this policy so as to broaden the coverage without increasing the premium charged, the same change will apply to this policy from the date the Insurer makes the change.

9. TERMINATION AMENDMENT

- a. If the policy is made or deemed to be made in any province or territory, other than the Province of Quebec, the termination condition, Statutory Condition 5, is modified as follows:
 - i. The contract may be terminated
 - (a) by the Insurer giving to the Insured:
 - (1) 5 days' written notice of termination, for any reason, if personally delivered,
 - (2) 15 days' written notice of termination by registered mail if the contract is terminated for non-payment of premium, or
 - (3) 30 days' written notice of termination by registered mail if the contract is terminated for any reason other than non-payment of premium;
 - (b) by the insured at any time on request.
 - ii. If the contract is terminated by the Insurer,
 - (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
 - iii. If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
 - iv. The 15 or 30 day period referred to in subparagraph a. i. of this condition:
 - (a) if the policy is made or deemed to be made in the provinces of Alberta, British Columbia or Manitoba, starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.
 - (b) if the policy is made or deemed to be made in any other province or territory, other than Alberta, British Columbia, Manitoba or Quebec, commences to run on the day following receipt of the registered letter at the post office to which it is addressed.
- b. If the policy is made or deemed to be made in the Province of Quebec, the termination condition, General Condition 12, is modified as follows:
 - i. This policy may be cancelled at any time:
 - (a) by notice in writing given to the Insurer by each of the Insured's named in the policy. The termination takes effect upon receipt of the notice.
 - (b) by the Insurer giving written notice which will be sent to every Insured named in the policy. The termination takes effect:
 - (1) if the policy is cancelled for non-payment of premium, 15 days after notice is received by the Insured at the Insured's last known address;
 - (2) if the policy is cancelled for any other reason, 30 days after notice is received by the Insured at the Insured's last known address.
 - ii. The Insured named in the policy may, however, give one or more of their number the mandate of receiving or sending the notice of termination.
 - iii. Where this policy is terminated by the Insurer:
 - (a) the Insurer will refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time; and
 - (b) the refund will accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund will be made as soon as practicable.
 - iv. Where this policy is terminated by the Insured, the Insurer will refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time.

In this Condition, the words "premium actually paid" means the premium actually paid by the Insured to the Insurer or its representative but the "premium actually paid" does not include any premium or part of the premium paid to the Insurer by a representative unless actually paid to the representative by the Insured.

10. SHORT RATE TERMINATION TABLES

FOR POLICIES WITH A 12 MONTH POLICY PERIOD (% of premium to be returned)											
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
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FOR POLICIES WITH A 24 MONTH POLICY PERIOD (% of premium to be returned)											
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 - 2	95	74 - 80	79	190 - 197	63	308 - 314	47	438 - 447	31	584 - 593	15
3 - 5	94	81 - 87	78	198 - 205	62	315 - 321	46	448 - 457	30	594 - 603	14
6 - 9	93	88 - 94	77	206 - 212	61	322 - 328	45	458 - 466	29	604 - 612	13
10 - 13	92	95 - 103	76	213 - 219	60	329 - 335	44	467 - 475	28	613 - 621	12
14 - 17	91	104 - 110	75	220 - 226	59	336 - 343	43	476 - 484	27	622 - 630	11
18 - 21	90	111 - 117	74	227 - 233	58	344 - 351	42	485 - 493	26	631 - 639	10
22 - 25	89	118 - 124	73	234 - 241	57	352 - 358	41	494 - 502	25	640 - 648	09
26 - 29	88	125 - 131	72	242 - 249	56	359 - 365	40	503 - 511	24	649 - 657	08
30 - 33	87	132 - 138	71	250 - 256	55	366 - 374	39	512 - 520	23	658 - 666	07
34 - 37	86	139 - 147	70	257 - 263	54	375 - 383	38	521 - 529	22	667 - 675	06
38 - 41	85	148 - 154	69	264 - 270	53	384 - 392	37	530 - 538	21	676 - 686	05
42 - 45	84	155 - 161	68	271 - 277	52	393 - 401	36	539 - 547	20	687 - 693	04
46 - 52	83	162 - 168	67	278 - 285	51	402 - 410	35	548 - 556	19	694 - 702	03
53 - 59	82	169 - 175	66	286 - 293	50	411 - 419	34	557 - 565	18	703 - 711	02
60 - 66	81	176 - 182	65	294 - 300	49	420 - 428	33	566 - 574	17	712 - 721	01
67 - 73	80	183 - 189	64	301 - 307	48	429 - 437	32	575 - 583	16	722 - 732	00

II. APPLICABLE TO ALL COVERAGES (EXCEPT ACCIDENT INSURANCE) UNDER A POLICY MADE OR DEEMED TO BE MADE IN THE PROVINCE OF ALBERTA

The following Statutory Conditions, as modified or supplemented by forms or endorsements attached, apply to all coverages, except Accident Insurance, insured by this policy.

STATUTORY CONDITIONS

1. MISREPRESENTATION

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

2. PROPERTY OF OTHERS

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

- a. otherwise specifically stated in the contract, or
- b. the interest of the insured in that property is stated in the contract.

3. CHANGE OF INTEREST

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

4. MATERIAL CHANGE IN RISK

- a. The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - i. material to the risk, and
 - ii. within the control and knowledge of the insured.
- b. If an insurer or its agent is not promptly notified of a change under subparagraph a. of this condition, the contract is void as to the part affected by the change.
- c. If an insurer or its agent is notified of a change under subparagraph a. of this condition, the insurer may
 - i. terminate the contract in accordance with Statutory Condition 5., or
 - ii. notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- d. If the insured fails to pay an additional premium when required to do so under subparagraph c. ii. of this condition, the contract is terminated at that time and Statutory Condition 5. b. i. applies in respect of the unearned portion of the premium.

5. TERMINATION OF INSURANCE

- a. The contract may be terminated
 - i. by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - ii. by the insured at any time on request.
- b. If the contract is terminated by the insurer,
 - i. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - ii. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- c. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- d. The 15 day period referred to in subparagraph a. i. of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

6. REQUIREMENTS AFTER LOSS

- a. On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9.,

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

7. FRAUD

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6. invalidates the claim of the person who made the declaration.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 6. a. i. may be given and the proof of loss under Statutory Condition 6. a. ii. may be made

- a. by the agent of the insured, if
 - i. the insured is absent or unable to give the notice or make the proof, and
 - ii. the absence or inability is satisfactorily accounted for,
- or
- b. by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause a. of this condition.

9. SALVAGE

- a. In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- b. The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph a. of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the insurer has

- a. an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- b. after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - i. without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
 - ii. without the insurer's consent, there can be no abandonment to it of the insured property.

11. IN CASE OF DISAGREEMENT

- a. In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- b. There is no right to a dispute resolution process under this condition until
 - i. a specific demand is made for it in writing, and
 - ii. the proof of loss has been delivered to the insurer.

12. WHEN LOSS PAYABLE

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

13. REPAIR OR REPLACEMENT

- a. Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- b. If the insurer gives notice under subparagraph a. of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

14. NOTICE

- a. Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- b. Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

ADDITIONAL CONDITION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

III. APPLICABLE TO ALL COVERAGES (EXCEPT ACCIDENT INSURANCE) UNDER A POLICY MADE OR DEEMED TO BE MADE IN THE PROVINCE OF BRITISH COLUMBIA

The following Statutory Conditions, as modified or supplemented by forms or endorsements attached, apply to all coverages, except Accident Insurance, insured by this policy.

STATUTORY CONDITIONS

1. MISREPRESENTATION

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

2. PROPERTY OF OTHERS

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

- a. otherwise specifically stated in the contract, or
- b. the interest of the insured in that property is stated in the contract.

3. CHANGE OF INTEREST

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

4. MATERIAL CHANGE IN RISK

- a. The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - i. material to the risk, and
 - ii. within the control and knowledge of the insured.
- b. If an insurer or its agent is not promptly notified of a change under subparagraph a. of this condition, the contract is void as to the part affected by the change.
- c. If an insurer or its agent is notified of a change under subparagraph a. of this condition, the insurer may
 - i. terminate the contract in accordance with Statutory Condition 5., or
 - ii. notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- d. If the insured fails to pay an additional premium when required to do so under subparagraph c. ii. of this condition, the contract is terminated at that time and Statutory Condition 5. b. i. applies in respect of the unearned portion of the premium.

5. TERMINATION OF INSURANCE

- a. The contract may be terminated
 - i. by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - ii. by the insured at any time on request.
- b. If the contract is terminated by the insurer,
 - i. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - ii. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- c. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- d. The 15 day period referred to in subparagraph a. i. of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

6. REQUIREMENTS AFTER LOSS

- a. On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9.,
 - i. immediately give notice in writing to the insurer,
 - ii. deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (a) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
 - (b) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (c) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (d) stating the amount of other insurances and the names of other insurers,
 - (e) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (f) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (g) stating the place where the insured property was at the time of loss,
 - iii. if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - iv. if required by the insurer and if practicable,

- (a) produce books of account and inventory lists,
 - (b) furnish invoices and other vouchers verified by statutory declaration, and
 - (c) furnish a copy of the written portion of any other relevant contract.
- b. The evidence given, produced or furnished under subparagraph a. iii. and iv. of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. FRAUD

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6. invalidates the claim of the person who made the declaration.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 6. a. i. may be given and the proof of loss under Statutory Condition 6. a. ii. may be made

- a. by the agent of the insured, if
 - i. the insured is absent or unable to give the notice or make the proof, and
 - ii. the absence or inability is satisfactorily accounted for, or
- b. by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause a. of this condition.

9. SALVAGE

- a. In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- b. The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph a. of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the insurer has

- a. an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- b. after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - i. without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
 - ii. without the insurer's consent, there can be no abandonment to it of the insured property.

11. IN CASE OF DISAGREEMENT

- a. In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- b. There is no right to a dispute resolution process under this condition until
 - i. a specific demand is made for it in writing, and
 - ii. the proof of loss has been delivered to the insurer.

12. WHEN LOSS PAYABLE

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

13. REPAIR OR REPLACEMENT

- a. Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- b. If the insurer gives notice under subparagraph a. of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

14. NOTICE

- a. Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- b. Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

ADDITIONAL CONDITION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

IV. APPLICABLE TO ALL COVERAGES (EXCEPT ACCIDENT INSURANCE) UNDER A POLICY MADE OR DEEMED TO BE MADE IN THE PROVINCE OF MANITOBA

The following Statutory Conditions, as modified or supplemented by forms or endorsements attached, apply to all coverages, except Accident Insurance, insured by this policy.

STATUTORY CONDITIONS

1. MISREPRESENTATION

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

2. PROPERTY OF OTHERS

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

- a. otherwise specifically stated in the contract, or
- b. the interest of the insured in that property is stated in the contract.

3. CHANGE OF INTEREST

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

4. MATERIAL CHANGE IN RISK

- a. The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - i. material to the risk, and
 - ii. within the control and knowledge of the insured.
- b. If an insurer or its agent is not promptly notified of a change under subparagraph a. of this condition, the contract is void as to the part affected by the change.
- c. If an insurer or its agent is notified of a change under subparagraph a. of this condition, the insurer may
 - i. terminate the contract in accordance with Statutory Condition 5., or
 - ii. notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- d. If the insured fails to pay an additional premium when required to do so under subparagraph c. ii. of this condition, the contract is terminated at that time, and Statutory Condition 5. b. i. applies in respect of the unearned portion of the premium.

5. TERMINATION OF CONTRACT

- a. The contract may be terminated
 - i. by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - ii. by the insured at any time on request.
- b. If the contract is terminated by the insurer,
 - i. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - ii. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- c. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- d. The 15-day period referred to in subparagraph a. i. of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

6. REQUIREMENTS AFTER LOSS

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

7. FRAUD

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 6. a. i. may be given and the proof of loss under of Statutory Condition 6. a. ii. may be made

- a. by the agent of the insured if
 - i. the insured is absent or unable to give the notice or make the proof, and
 - ii. the absence or inability is satisfactorily accounted for, or
- b. by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause a. of this condition.

9. SALVAGE

- a. In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- b. The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph a. of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the insurer has

- a. an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- b. after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - i. without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
 - ii. without the insurer's consent, there can be no abandonment to it of the insured property.

11. IN CASE OF DISAGREEMENT

- a. In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- b. There is no right to a dispute resolution process under this condition until
 - i. a specific demand is made for it in writing, and
 - ii. the proof of loss has been delivered to the insurer.

12. WHEN LOSS PAYABLE

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

13. REPLACEMENT

- a. Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- b. If the insurer gives notice under subparagraph a. of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

14. NOTICE

- a. Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- b. Written notice to the insured may be personally delivered at, or sent by registered mail addressed to the insured's last known address as provided to the insurer by the insured.

ADDITIONAL CONDITION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in *The Insurance Act*.

V. APPLICABLE TO THE PROVINCE OF QUEBEC

The following General Conditions, as modified or supplemented by forms or endorsements attached, apply to all perils insured by this policy and to the liability coverage, where provided.

GENERAL CONDITIONS

1. REPRESENTATION OF RISK

The applicant, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

2. MATERIAL CHANGE IN RISK

- a. The Insured will promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.
- b. On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within 30 days of the proposal, the policy ceases to be in force.

3. MISREPRESENTATIONS OR CONCEALMENT

- a. Any misrepresentation or concealment of relevant facts mentioned in 1. and in 2. a. of these General Conditions by the applicant or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.
- b. Unless the bad faith of the applicant or of the Insured is established or unless it is established that the Insurer would not have covered the risk if the Insurer had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium the Insurer collected bears to the premium the Insurer should have collected.

4. REPRESENTATIONS OF INSURED

Any increase in risk resulting from a breach of a condition suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

5. ASSIGNMENT

- a. This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property.
- b. Upon the death or bankruptcy of an Insured or the assignment of an Insured's interest in the insurance to a co-insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to the heir, trustee or remaining Insured performing the obligations that were incumbent upon the Insured.

6. NOTICE OF LOSS AND LOSS INFORMATION

- a. The Insured will notify the Insurer of any loss which may give rise to an indemnity, as soon as the Insured becomes aware of it. Any interested person may give such notice.
- b. In the event that the requirement set out in 6. a. of this condition is not fully complied with, all rights to compensation will be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.
- c. The Insured will inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; the Insured will also furnish the Insurer with vouchers and attest under oath to the truth of the information.
- d. Where, for a serious reason, the Insured is unable to fulfill such obligation, the Insured is entitled to a reasonable time in which to do so. If the Insured fails to fulfill these obligations, any interested person may do so on the Insured's behalf.
- e. The Insured will send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.
- f.
 - i. Any person making a deceitful representation forfeits the right to indemnity for the risk to which the representation relates.
 - ii. If the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

7. SAFEGUARDING AND EXAMINATION OF PROPERTY

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action will not be recoverable.

The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured will facilitate the salvage and inspection of the insured property by the Insurer.

The Insured will, in particular, permit the Insurer and its authorized representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

8. REPLACEMENT

Subject to the rights of preferred creditors and mortgagees, the Insurer reserves the right to repair, rebuild or replace the insured property. The Insurer is then entitled to salvage and may take over the property.

9. TIME OF PAYMENT

If the Insured has complied with all the terms of the contract, the Insurer will pay the indemnity within 60 days after receiving the proof of loss or, at the Insurer's request, all relevant information and supporting documents.

Any outstanding premium may be deducted from the indemnity payable.

10. WAIVER

Neither the Insurer nor the Insured will be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

11. LIMITATION OF ACTIONS

Every action or proceeding against the Insurer under this policy will be commenced within 3 years from the date the right of action has arisen.

12. TERMINATION

- a. This policy may be cancelled at any time:
 - i. By notice in writing given to the Insurer by each of the Insured's named in the policy. The termination takes place upon receipt of the notice.
 - ii. By the Insurer giving prior notice which will be sent to every Insured named in the policy. The termination takes place 15 days after notice is received by the Insured at the Insured's last known address.
- b. The Insured named in the policy may, however, give one or more of their number the mandate of receiving or sending the notice of termination.
- c. Where this contract is terminated by the Insurer,
 - i. the Insurer will refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time; and
 - ii. the refund will accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund will be made as soon as practicable.
- d. Where this contract is terminated by the Insured, the Insurer will refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time.

In this Condition, the words "premium actually paid" mean the premium actually paid by the Insured to the Insurer or its representative but the "premium actually paid" does not include any premium or part of the premium paid to the Insurer by a representative unless actually paid to the representative by the Insured.

13. NOTICE

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative.

Notice may be given to the Insured named in the policy by letter personally delivered to the Insured or by mail addressed to the Insured at the Insured's last known address.

It is incumbent upon the sender to prove that such notice was received.

VI. APPLICABLE TO ALL PROVINCES AND TERRITORIES EXCEPT THE PROVINCES OF ALBERTA, BRITISH COLUMBIA, MANITOBA AND QUEBEC

The following Statutory Conditions, as modified or supplemented by forms or endorsements attached, apply to all perils insured by this policy (including fire).

STATUTORY CONDITIONS

1. MISREPRESENTATION

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

2. PROPERTY OF OTHERS

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

3. CHANGE OF INTEREST

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

4. MATERIAL CHANGE

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected by the change, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 15 days of the receipt of the notice, pay to the Insurer an additional premium. In default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. TERMINATION

- a. This contract may be terminated,
 - i. by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered;
 - ii. by the Insured at any time on request.
- b. Where this contract is terminated by the Insurer,
 - i. the Insurer shall refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, but, in no event, shall the proportionate premium for the expired time be less than any minimum retained premium specified; and
 - ii. the refund shall accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- c. Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- d. The refund may be made by money, postal or express company money order or cheque payable at par.
- e. The 15 days mentioned in subparagraph a. i. of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. REQUIREMENT AFTER LOSS

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

7. FRAUD

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

8. WHO MAY GIVE NOTICE AND PROOF

In case of absence or inability of the Insured to give notice of loss or make proof of loss, notice of loss may be given and proof of loss may be made by the agent of the Insured. If the Insured fails to give notice immediately, the notice of loss may be given and the proof of loss may be made by a person to whom any part of the insurance money is payable.

9. SALVAGE

- a. The Insured, in the event of any loss or damage to any insured property, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other insured property including, if necessary, removal to a secure location.

- b. The Insurer shall contribute proportionately, according to the respective interests of the parties, towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph a. of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage. After the Insured has secured the property, the Insurer has a further right of access and entry sufficient to enable its agents to make appraisal or particular estimate of the loss or damage. The Insurer is not entitled to the control or possession of the insured property. There can be no abandonment of insured property without the Insurer's consent.

11. APPRAISAL

In the event of disagreement as to the value of the insured property, or the value of the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand for one is made in writing and until after proof of loss has been delivered.

12. WHEN LOSS PAYABLE

The loss is payable within 60 days after completion of the proof of loss, unless the contract provides for a shorter period.

13. REPLACEMENT

- a. The Insurer, instead of making payment, may repair, rebuild or replace the property lost or damaged, giving written notice of its intention to do so within 30 days after receipt of the proof of loss.
- b. In that event, the Insurer shall commence to repair, rebuild, or replace the property within 45 days after receipt of the proofs of loss, and shall proceed with all due diligence to completion of the work.

14. ACTION

Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one year after the loss or damage occurs, unless legislation provides otherwise.

15. NOTICE

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

The following conditions apply to the Property, Crime and Equipment Breakdown form(s) attached to this policy.

I. APPLICABLE TO ALL PROVINCES AND TERRITORIES

COMMON CONDITIONS

1. COINSURANCE

This condition applies separately to each item for which a coinsurance percentage is shown on the "Policy Declarations" and only when the amount of loss or damage to each item exceeds \$25,000.

a. Business Income Form

If the coinsurance percentage shown on the "Policy Declarations" applies to a business income form, the following coinsurance condition will apply:

The Insurer will not be liable for a greater proportion of any loss than the limit of insurance shown on the "Policy Declarations" bears to the coinsurance percentage shown of the amount produced by multiplying either the "annual revenue" or a proportionately increased multiple thereof (where the maximum "indemnity period" exceeds twelve (12) months) by the "business income percentage".

b. Rental Income Form

If the coinsurance percentage shown on the "Policy Declarations" applies to a rental income form, the following coinsurance condition will apply:

The Insurer will not be liable for a greater proportion of any loss than the limit of insurance shown on the "Policy Declarations" bears to the coinsurance percentage shown of the "annual rental income" or a proportionately increased multiple thereof where the maximum "indemnity period" exceeds twelve (12) months.

c. Other Insurance Form

If the coinsurance percentage shown on the "Policy Declarations" applies to any other insurance coverage, the following coinsurance condition will apply:

The Insured will maintain insurance for at least the amount produced by multiplying the value of the insured property by the coinsurance percentage shown on the "Policy Declarations". Otherwise, the Insured will be entitled to recover only the portion of any loss that the limit of insurance in force at the time of loss bears to the limit of insurance required to be maintained by this condition.

2. COOPERATION

The Insured will cooperate with the Insurer in the investigation and settlement of all claims.

3. EXAMINATION OF BUSINESS RECORDS

The Insurer or its authorized representatives have the right to examine the Insured's business records as they relate to this insurance at any time during the policy period and up to 3 years afterwards.

This condition will not restrict the Insurer's rights as they relate to claims presented under this policy.

4. INTENTIONAL FAULT

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

5. MULTIPLE DEDUCTIBLES

Deductibles apply separately to each location insured.

If a claim is insured by this Policy under more than one coverage form and such coverage forms are subject to this conditions form, the following deductible hierarchy will apply:

a. if the coverage forms involved in one occurrence are property forms, then regardless of the number of property forms involved in the loss only one deductible amount will be applied to the insured loss and the deductible amount will be the deductible amount that is the highest of the property forms applicable.

b. if the coverage forms involved in one occurrence are crime forms, then regardless of the number of crime forms involved in the loss only one deductible amount will be applied to the insured loss and the deductible amount will be the deductible amount that is the highest of the crime forms applicable.

c. if the coverage forms involved in one occurrence are equipment breakdown forms, then each applicable deductible will be applied to the insured loss.

d. if the coverage forms involved in one occurrence are property forms and equipment breakdown forms, then:

i. if stock spoilage coverage is involved in the insured loss, any deductible applicable to stock spoilage coverage will be applied;

ii. if other property forms and equipment breakdown forms are involved in the insured loss, only the highest deductible amount will be applied to the insured loss that is not subject to stock spoilage coverage.

e. if the coverage forms involved in one occurrence are property forms and crime forms, then regardless of the number of forms involved in the loss only one deductible amount will be applied to the insured loss and the deductible amount will be the deductible amount that is the highest of the property and crime forms applicable.

f. if the coverage forms involved in one occurrence are property forms, crime forms and equipment breakdown forms, then:

i. if stock spoilage coverage is involved in the insured loss, any deductible applicable to stock spoilage coverage will be applied;

ii. if other property forms, crime forms and equipment breakdown forms are involved in the insured loss, only the highest deductible amount will be applied to the insured loss that is not subject to stock spoilage coverage.

This condition does not apply to any waiting period deductible. If a deductible for physical damage and a waiting period deductible apply to one occurrence, then these deductibles will be applied separately.

6. NO BENEFIT TO THIRD PARTY BAILEE

This insurance will not directly or indirectly benefit any third party bailee.

7. NOTICE TO POLICE

The Insured will give immediate notice to the police when loss is due or suspected to be due to any criminal act.

8. OTHER INSURANCE

When other collectible insurance is available to the Insured for loss or damage covered by this policy, indemnity can be claimed from the insurer or insurers of the Insured's choice. Except in respect of specified insurance which constitutes primary insurance, each insurer is liable only for its rateable proportion of the loss or damage.

9. SUBROGATION

- a. Unless otherwise provided, the Insurer is subrogated to the rights of the Insured against the persons responsible for an insured loss, up to the amount of indemnity paid or liability assumed under this policy.
- b. All rights of subrogation are waived against:
 - i. any corporation, firm, individual or other interest with respect to which insurance is provided by this policy; or
 - ii. any person who is a member of the Insured's household.
- c. Any release from liability entered into by the Insured prior to loss will not affect the right of the Insured to recover.
- d. Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount will be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.
- e. When the interest of an Insured in any recovery is limited to the amount provided under a deductible or co-insurance clause, the Insurer has control of the action.
- f. When the interest of an Insured in any recovery exceeds that referred to in I. 9. e. and the Insured and the Insurer cannot agree as to:
 - i. the solicitors to be instructed to bring the action in the name of the Insured;
 - ii. the conduct and carriage of the action or any related matters;
 - iii. any offer of settlement or the apportionment of an offer of settlement, whether an action has been commenced or not;
 - iv. the acceptance or the apportionment of any money paid into Court;
 - v. the apportionment of costs; or
 - vi. the launching or prosecution of an appeal;either party may apply to the Court for the determination of the matters in question, and the Court may make any order it considers reasonable having regard to the interests of the Insured and the Insurer in any recovery in the action or proposed action or in any offer of settlement.
- g. On an application under I. 9. f. the only parties entitled to notice and to be heard on the application are the Insured and the Insurer, and no material or evidence used or taken on the application is admissible on the trial of an action brought by or against the Insured or the Insurer.
- h. A settlement or release given before or after an action is brought does not bar the rights of the Insured or the Insurer unless they have concurred in the settlement or release.

10. THIRD PARTY PROPERTY

In the event of any loss or damage to insured property belonging to others, the Insurer may settle the claim for such loss or damage with the owners of such property.

II. APPLICABLE TO ALL PROVINCES AND TERRITORIES

MORTGAGE CLAUSE

The following is only applicable where the interest of the Mortgagee is on Building(s), and does not apply to any other type of property insured under this policy. This condition only applies to those mortgagees who are specifically listed on the "Policy Declarations" as loss payees.

It is hereby provided and agreed that:

1. BREACH OF CONDITIONS BY MORTGAGOR, OWNER OR OCCUPANT

This insurance and every documented renewal thereof - as to the interest of the mortgagee only therein - is and will be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

- i) PROVIDED ALWAYS that, in the Province of Quebec, the Mortgagee will promptly notify the Insurer (if known) of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it; and that every increase of risk (not permitted by the policy) will be paid for by the Mortgagee - on reasonable demand - from the date such risk existed, according to the established scale of rates for the acceptance of such increased risk, during the continuance of this insurance.
- ii) PROVIDED ALWAYS that, in all provinces and territories other than the Province of Quebec, the Mortgagee will promptly notify the Insurer (if known) of any vacancy or non-occupancy extending beyond 30 consecutive days, or of any transfer of interest or increased hazard that has come to their knowledge; and that every increase of hazard (not permitted by the policy) will be paid for by the Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

2. RIGHT OF SUBROGATION

Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or Owner - no liability therefore existed, it will be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation will be limited to the amount of such loss payment and will be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under

the mortgage or on the security thereof, and will thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3. OTHER INSURANCE

If there is any other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity - then any amount payable under that other insurance will be taken into account in determining the amount payable to the Mortgagee.

4. WHO MAY GIVE PROOF OF LOSS

In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or to deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

5. TERMINATION

The term of this mortgage clause coincides with the term of the policy;

- i) PROVIDED ALWAYS that, in the Province of Quebec, the Insurer reserves the right to cancel the policy as provided by Article 2477 of the Civil Code of Quebec, but agrees that the Insurer will neither cancel nor amend the policy to the prejudice of the Mortgagee without 15 days' notice to the Mortgagee by registered letter.
- ii) PROVIDED ALWAYS that, in all provinces and territories other than the Province of Quebec, the Insurer reserves the right to cancel the policy in accordance with the provisions of the Termination condition set out in the Statutory Conditions attached to this policy, but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Termination condition.

6. TRANSFER OF TITLE (For the Province of Quebec); FORECLOSURE (For all other provinces and territories)

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance will continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these will supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

Further, with respect to Equipment Breakdown insurance, if insured under this policy, the Insurer reserves the right to suspend insurance, which will include any insurance applying to the interest of the Mortgagee, on any Object in accordance with the suspension condition of the Equipment Breakdown insurance, and the Insurer agrees to furnish the Mortgagee, a copy of the suspension notice.

The following conditions apply, as indicated, to the Liability form(s) attached to this policy.

I. APPLICABLE TO ALL LIABILITY INSURANCE

1. BANKRUPTCY

Bankruptcy or insolvency of an Insured or of an Insured's estate will not affect the Insurer's obligations under this insurance.

2. EXAMINATION OF INSURED'S RECORDS

The Insurer may examine and audit the records of any Insured as they relate to this insurance at any time during the policy period and up to 3 years afterwards. This condition will not restrict the Insurer's rights as they relate to claims presented under this policy.

3. LEGAL ACTION AGAINST THE INSURER

- a. A person or entity may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured for "compensatory damages" or "damages" that are payable under this insurance and within the applicable limit of insurance. An agreed settlement means a settlement and release from liability signed by the Insurer, any Insured and the claimant or the claimant's legal representative.
- b. Otherwise, no person or entity has a right under this insurance to:
 - i. join the Insurer as a party or otherwise bring the Insurer into any "action" seeking "compensatory damages" or "damages" from an Insured; or
 - ii. sue the Insurer on this insurance unless all its conditions have been fully complied with.
- c. Every "action" or proceeding against the Insurer for the recovery of insurance money payable under contract is absolutely barred, unless commenced within:
 - i. the time set out in the applicable *Insurance Act*, in the provinces of Alberta, British Columbia or Manitoba; or
 - ii. in any other jurisdiction:
 - (a) where permitted by law, one year from the date the cause of action arises; or
 - (b) such period as may be required under the law applicable in the jurisdiction.

4. PREMIUM AUDIT

- a. The Insurer will calculate the premium for this insurance in accordance with the Insurer's rules and rates.
- b. The first "Named Insured" shown on the "Policy Declarations" must keep records of the information the Insurer needs for premium calculation, and send copies of such records to the Insurer whenever asked to do so.
- c. If the premium shown on the "Policy Declarations" is an advance premium, the Insurer will calculate the premium actually earned after the end of each policy period. If the earned premium exceeds the advance premium, the difference is due and payable immediately upon notice to the first "Named Insured" shown on the "Policy Declarations". If the advance premium exceeds the greater of any minimum retained premium shown on the "Policy Declarations" or the earned premium, the Insurer will refund the difference to the first "Named Insured".
- d. The following definitions apply to the basis or bases of premium calculation shown on the "Policy Declarations":
 - i. **Admissions**
The total number of people, except "employees" of any Insured, admitted to any event or events organized by the "Named Insured" during the policy period, whether by paid admission, complimentary tickets, season passes or otherwise.
 - ii. **Area**
The total number of square feet of floor space:
 - (a) at all locations owned by the "Named Insured"; or
 - (b) rented or occupied at any location by the "Named Insured" during the policy period, excluding, if owned, rented or occupied by the "Named Insured":
 - (1) any portion of a basement used only for storage; and
 - (2) any portion of the location containing only equipment used to air condition, heat or ventilate the location.
 - iii. **Basic**
A flat unadjustable premium for the policy period.
 - iv. **Cost of work**
The total cost to the "Named Insured" of all operations performed during the policy period on behalf of the "Named Insured" by contractors and "subcontractors", including the cost of materials that are supplied, used or delivered for use in the performance of such work.
 - v. **Each**
Each item of exposure, as described on the "Policy Declarations", during the policy period.
 - vi. **Payroll**
The total compensation paid or payable, during the policy period, to all "employees".
 - vii. **Revenue**
The total gross amount of money received or receivable, during the policy period, for:
 - (a) the "Named Insured's products"; and
 - (b) the "Named Insured's work", including the cost of materials that are supplied, used or delivered for use in the performance of such work.
 - viii. **Units**
The total number of non-residential and residential units at all locations owned by the "Named Insured" which are occupied or available for occupancy, during the policy period, by one business, one family or one individual.
 - ix. **Other**
The total number of exposures, as described on the "Policy Declarations", during the policy period.

5. PREMIUM PAYMENT

The first "Named Insured" shown on the "Policy Declarations":

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any premium refunds.

6. REPRESENTATIONS

By accepting this policy, the "Named Insured" agrees:

- a. the information on the "Policy Declarations" is accurate and complete;
- b. that information is based upon representations the "Named Insured" made to the Insurer; and
- c. the Insurer has issued this policy in reliance upon the representations of the "Named Insured".

7. SEPARATION OF INSURED'S AND CROSS-LIABILITY

Except with respect to the limits of insurance and any rights and duties specifically assigned to the first "Named Insured" shown on the "Policy Declarations", this insurance applies:

- a. as if each "Named Insured" is the only "Named Insured"; and
- b. separately to each Insured against whom "claim" is made or "action" is brought.

8. TRANSFER OF INSURED'S RIGHT OF RECOVERY

If an Insured has the right to recover, from another person or entity, all or part of any payment made under this insurance by the Insurer, that right is transferred to the Insurer. No Insured may do anything after a loss has occurred to impair that right. At the Insurer's request, the Insured will bring an "action" on or transfer to the Insurer that right and help the Insurer enforce that right. The Insurer waives transfer of the right to recover against any Insured.

9. TRANSFER OF NAMED INSURED'S RIGHTS AND DUTIES

- a. If an individual "Named Insured" dies, and until the legal representative of that "Named Insured" is appointed, anyone having proper temporary custody of the property of that "Named Insured" will have the rights and duties of that "Named Insured", but only with respect to that property. Once the legal representative of that "Named Insured" is appointed, the rights and duties of that "Named Insured" under this policy will be transferred to that representative, but only insofar as the representative is acting within the scope of duties as the legal representative of that "Named Insured".
- b. Otherwise, the rights and duties of the "Named Insured" under this policy may not be transferred without the Insurer's written consent.

II. APPLICABLE TO ALL LIABILITY INSURANCE EXCEPT UMBRELLA AND EXCESS LIABILITY INSURANCE

1. DEDUCTIBLE

- a. The Insurer's obligation to:
 - i. pay "compensatory damages" or "damages" on behalf of an Insured; or
 - ii. reimburse an Insured for covered expenses (other than the costs and expenses described in Liability Conditions II. 3. SUPPLEMENTARY PAYMENTS),applies only to the amount of "compensatory damages", "damages" or covered expenses that exceeds any deductible amount for the coverage shown on the "Policy Declarations". The applicable limit of insurance will be reduced by the deductible amount.
- b. The existence of a deductible amount does not affect the other conditions of this insurance, including those with respect to:
 - i. the Insurer's right and duty to defend any "claim" or "action" seeking "compensatory damages" or "damages"; and
 - ii. the duties of the "Named Insured" if a "claim" is made or an "action" is brought against any Insured.

2. OTHER INSURANCE

If other valid and collectible insurance is available to an Insured for liability covered by this insurance, the Insurer's obligations are limited as follows:

- a. This insurance is primary except when Liability Condition II. 2. b. or c. applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is primary. In that case:
 - i. if all the other insurance permits contribution by equal shares, the Insurer will contribute accordingly. Each insurer contributes equal amounts until it has paid all its applicable limit of insurance or all of the liability is settled, whichever comes first;
 - ii. if any of the other insurance does not permit contribution by equal shares, the Insurer will contribute by limits. Each insurer's share is based on the ratio of its applicable limit of insurance to the total of all insurers' applicable limits of insurance.
- b. This insurance will be considered as excess over:
 - i. any of the other insurance:
 - (a) that is direct damage coverage for property in the course of construction or installation or for the "Named Insured's work";
 - (b) that is direct damage coverage for real property belonging to others that is rented to or occupied by the "Named Insured"; or
 - (c) if the liability arises out of the maintenance or use of an "automobile" or watercraft that is covered by this insurance; and
 - ii. any other primary insurance available to the "Named Insured" that covers liability for "compensatory damages" or "damages" and to which the "Named Insured" has been added as an additional insured.
- c. If this insurance provides coverage on a claims-made-and-reported basis, such coverage will be considered as excess over any of the other insurance that:
 - i. is effective before the policy period of this insurance;
 - ii. applies to "bodily or mental injury", "property damage", "personal and advertising injury" or "wrongful acts"; and
 - iii. is not on a claims-made-and-reported basis.
- d. When this insurance is considered as excess over other insurance, the Insurer will have no duty to defend any Insured against any "action" or "claim" if any other insurer has a duty to defend that Insured against that "action" or "claim". If no other insurer defends, the Insurer will do so, but the Insurer will be entitled to that Insured's rights against all the other insurers.
- e. When this insurance is considered as excess over other insurance, the Insurer will pay only an Insured's share of the amount of liability, if any, that exceeds the sum of:
 - i. the total amount that all such other insurance would pay for the liability in the absence of this insurance; and
 - ii. the sum of all deductible and self-insured amounts applicable under such other insurance.
- f. Notwithstanding Liability Conditions II. 2. a., b. and c., if required in a written "insured contract":
 - i. the protection provided by this insurance will be considered primary liability insurance for both the "Named Insured" and the other party or parties to the "insured contract"; and

- ii. the Insurer will not require contribution to covered “compensatory damages” or “damages” from any insurance arranged by such other party or parties.

3. SUPPLEMENTARY PAYMENTS

The Insurer will pay, without reducing the limits of insurance, for any “claim” the Insurer investigates or settles or any “action” against an Insured the Insurer defends:

- a. all expenses incurred by the Insurer;
- b. the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to obtain or issue such bonds;
- c. all reasonable expenses incurred by that Insured at the Insurer’s request to assist in the investigation or defence of the “claim” or “action”, including actual loss of earnings because of time off work;
- d. all costs assessed or awarded against that Insured in the “action” upon that part of the judgment to which coverage applies; and
- e. any interest accruing:
 - i. after entry of judgment upon the part of the judgment that is within the applicable limit of insurance; and
 - ii. before the Insurer has paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.

III. APPLICABLE TO ALL LIABILITY INSURANCE EXCEPT DIRECTORS’ & OFFICERS’, EMPLOYMENT PRACTICES AND ERRORS & OMISSIONS LIABILITY INSURANCE

1. INDEMNITEE PROTECTION

- a. If the Insurer defends an Insured against an “action” and an indemnitee of that Insured is also named as a party to the “action”, the Insurer will defend the indemnitee if all the following conditions are met:
 - i. the “action” against the indemnitee seeks “compensatory damages” or “damages” for which that Insured has assumed the liability of the indemnitee in a contract or agreement that is an “insured contract”;
 - ii. this insurance applies to such liability assumed by that Insured;
 - iii. that Insured has assumed, in the same “insured contract”, the obligation to defend or the cost of the defence of that indemnitee;
 - iv. the allegations in the “action” and the Insurer’s knowledge of the “occurrence” indicate that no conflict appears to exist between the interests of that Insured and the interests of the indemnitee;
 - v. the indemnitee and that Insured ask the Insurer to conduct and control the defence of that indemnitee against such “action”, and agree the Insurer can assign the same counsel to defend that Insured and the indemnitee;
 - vi. the indemnitee:
 - (a) agrees in writing to:
 - (1) cooperate with the Insurer in the investigation, settlement or defence of the “action”;
 - (2) immediately send the Insurer copies of any demands, notices, summonses or legal papers the indemnitee receives in connection with the “action”;
 - (3) notify any other insurer whose coverage is available to the indemnitee; and
 - (4) cooperate with the Insurer in coordinating other applicable insurance available to the indemnitee.
 - (b) gives the Insurer written authorization to:
 - (1) obtain records and other information related to the “action”; and
 - (2) conduct and control the defence of the indemnitee in such “action”.
- b. So long as such conditions are met:
 - i. the following will be paid by the Insurer as supplementary payments under Liability Condition II. 3.:
 - (a) legal fees incurred by the Insurer in the defence of that indemnitee;
 - (b) necessary litigation expenses incurred by the Insurer; and
 - (c) necessary litigation expenses incurred by the indemnitee at the Insurer’s request; and
 - ii. such payments will not be considered “compensatory damages” or “damages” and will not reduce the limits of insurance.
- c. The Insurer’s obligation to defend an Insured’s indemnitee and to pay fees and expenses for that indemnitee under Liability Condition II. 3. ends when:
 - i. the Insurer has exhausted the applicable limit of insurance in the payment of judgments and settlements; or
 - ii. the conditions shown in Liability Condition III. 1. a. are no longer met.

2. NOTICE OF AN ACTION, CLAIM, OCCURRENCE OR OFFENCE

- a. The “Named Insured” must notify the Insurer as soon as practicable of any “occurrence” or offence which may result in a claim against this insurance. Notice should include, to the extent possible:
 - i. how, when and where the “occurrence” or offence took place;
 - ii. the names and addresses of any injured persons, organizations and witnesses; and
 - iii. the nature and location of any “bodily or mental injury” or “property damage” arising out of an “occurrence” or of any “personal and advertising injury” arising out of an offence.
- b. If a claim is made or an “action” is brought against any Insured, the “Named Insured” must:
 - i. immediately record the specifics of the claim or “action” and the date received; and
 - ii. provide the Insurer with written notice of the claim or “action” as soon as practicable.
- c. The “Named Insured” and any other Insured involved must:
 - i. immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or “action”;
 - ii. authorize the Insurer to obtain records and other information;
 - iii. cooperate with the Insurer in the investigation or settlement of the claim or defence against the “action”; and
 - iv. help the Insurer, upon request, in the enforcement of any right against any person or organization which may be liable to the Insured because of “bodily or mental injury”, “property damage” or “personal and advertising injury”.
- d. No Insured, except at the Insured’s own cost, will voluntarily make any payment, assume any obligation or incur any expense, other than for first aid, without the Insurer’s written agreement.

IV. APPLICABLE TO UMBRELLA AND EXCESS LIABILITY INSURANCE

1. APPEAL RIGHTS OF INSURER

If an Insured or an Insured's underlying insurer does not appeal a judgment that exceeds the underlying limit of insurance, this Insurer may make such an appeal at its own cost.

2. DUTY TO DEFEND

- a. The Insurer has no obligation to investigate a claim or defend an "action" until all applicable "underlying insurance" has been exhausted in the payment of judgments or settlements. When the "underlying insurance" is so exhausted, the insurer of such "underlying insurance" will cooperate in the transfer of control to this Insurer of any outstanding claims or "actions" seeking "compensatory damages" or "damages" to which this insurance applies.
- b. When this Insurer assumes the obligation to investigate a claim or defend an "action", the Insurer will pay, without reducing the limit of insurance:
 - i. all expenses incurred by the Insurer;
 - ii. the cost of bonds to release attachments, but only for bond amounts within the applicable limit of this insurance. The Insurer does not have to obtain or issue such bonds;
 - iii. all reasonable expenses incurred by any Insured at the Insurer's request to assist in the investigation or defence of the claim or "action", including actual loss of earnings because of time off work;
 - iv. all costs assessed or awarded against any Insured in the "action" upon that part of the judgment to which coverage applies; and
 - v. any interest accruing:
 - (a) after entry of judgment upon the part of the judgment that is within the applicable limit of this insurance; and
 - (b) before the Insurer has paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of this insurance.
- c. If an "action" is brought against an Insured outside Canada and the United States of America which the Insurer is prevented from defending, that Insured will arrange the defence of the "action". The Insurer will reimburse that Insured, as described in Liability Condition IV. 2. b., for any reasonable and necessary expenses the Insurer would have paid if it had been able to exercise its right and duty to defend.

3. OTHER INSURANCE

- a. If other valid insurance with another insurer is available to an Insured for liability covered by this insurance, this insurance will be excess of the other insurance.
- b. Liability Condition IV. 3. a. does not apply to other insurance which is specifically stated to be excess of this insurance.

4. UNCOLLECTIBLE UNDERLYING INSURANCE

If any "underlying insurance" is uncollectible solely because its insurer is bankrupt, in liquidation or in receivership, this Insurer will be liable only to the same extent as if such "underlying insurance" is collectible.

5. UNDERLYING INSURANCE MAINTENANCE

- a. The "Named Insured" will not cancel, reduce coverage under or allow to lapse any of the "underlying insurance". Reduction in an aggregate limit of insurance due to the payment of claims is not considered a reduction of coverage.
- b. If the "Named Insured" fails to comply with Liability Condition IV. 5. a., the Insurer will be liable only to the same extent as if the "Named Insured" had complied with Liability Condition IV. 5. a.

6. UNDERLYING INSURANCE NON-CONCURRENCY

If the policy period of any "underlying insurance" differs from the policy period of this policy, when determining the reduction of the limit of such "underlying insurance" due to payments for any claim, the following will not be deemed to reduce such "underlying insurance" limit:

- a. if such "underlying insurance" is on a claims-made-and-reported basis, payments for any claim that was first reported to the insurer of the "underlying insurance" before or after the policy period of this policy; or
- b. if such "underlying insurance" is not on a claims-made-and-reported basis, payments for any claim that began to occur before the policy period of this policy.

7. UNDERLYING INSURANCE REDUCTION

If the limits of the "underlying insurance" have been reduced by payments for any claim which took place during the policy period of this policy, this policy will drop down to become immediately excess of the reduced underlying limits, provided all "underlying insurance" applies to such claim and, if excess of the primary insurance, also drops down.

8. WHEN COVERAGE APPLIES

This insurance does not apply unless and until an Insured or any applicable "underlying insurance" has become obligated to pay the "retained limit". The obligation to pay the "retained limit" will have been previously determined by a final settlement or judgment after an actual trial has taken place or a written agreement has been concluded between that Insured, the claimant and this Insurer.

V. APPLICABLE TO DIRECTORS' & OFFICERS', EMPLOYMENT PRACTICES AND ERRORS & OMISSIONS LIABILITY INSURANCE

1. ARBITRATION

- a. Any dispute between any Insured and the Insurer relating to:
 - i. coverage; or
 - ii. any "claim" to which coverage may apply,shall be submitted to binding arbitration in accordance with the applicable legislation in the province or territory of the "Named Insured".
- b. The arbitration panel shall consist of one arbitrator selected by the "Named Insured", one arbitrator selected by the Insurer and a third independent arbitrator selected by the two other arbitrators. The expenses of the arbitration shall be shared equally by the parties to the dispute.

2. CONCEALMENT OR MISREPRESENTATION

Coverage will be void if the application for insurance contains any misrepresentation or material non-disclosure, but only with respect to:

- a. the person or persons who signed the application; and
- b. any other person who, before the inception date of this policy, knew about the misrepresentation or material non-disclosure.

3. CONSOLIDATION OR MERGER

- a. If, after the effective date of this policy, the "Named Insured" acquires by merger, or consolidates with, or is merged into any other organization, the "Named Insured" must give written notice to the Insurer of the change within 60 days, together with such information as the Insurer may request. The "Named Insured" must pay any additional premium required.
- b. This policy will continue to apply until the end of the current policy period to "wrongful acts" committed before:
 - i. the consolidation or merger of the "Named Insured" with another organization; or
 - ii. more than 50% of the assets of the "Named Insured" are acquired by another organization.
- c. The premium for this policy will be deemed fully earned from the effective date of the consolidation or merger. If the Insurer refuses to insure the "Named Insured" after the consolidation or merger, the "Named Insured" may exercise its rights under 4. EXTENDED REPORTING PERIOD.

4. EXTENDED REPORTING PERIOD

If insurance is provided on a claims-made-and-reported basis and the "Named Insured" or the Insurer cancels or non-renews the insurance for any reason, except non-payment of premium:

- a. the "Named Insured" has the right to either but not both of the following extended reporting periods:
 - i. to give written notice to the Insurer, up to 60 consecutive days after the termination date of the insurance, of a "claim" for any "wrongful act" committed before such termination date; or
 - ii. upon payment of an extra premium equal to 75% of the last annual premium, to give written notice to the Insurer, up to 365 consecutive days after the termination date of the insurance, of a "claim" for any "wrongful act" committed before such termination date.
- b. The entitlement of the "Named Insured" to the extended reporting period described in V. 4. a. ii. will expire unless, within 60 consecutive days after the termination date of the insurance, the Insurer receives:
 - i. a written request from the "Named Insured" to buy the extended reporting period; and
 - ii. payment of the extra premium.
- c. A change to conditions, exclusions or premium will not constitute non-renewal of this insurance.
- d. The extended reporting period described in V. 4. a. ii. is non-cancellable and the extra premium will be considered fully earned. e. The aggregate limit of insurance for an extended reporting period will be part of and not in addition to the aggregate limit of insurance for the policy period immediately preceding the termination date of the insurance.

5. LOSS PAYMENT PRIORITY

If the amount of any loss to which this insurance applies exceeds the available limit of insurance, the priority of loss payments will be:

- a. first, "claims" against the Insureds; and
- b. second, all other "claims".

6. NOTICE OF CLAIM OR WRONGFUL ACT

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

7. WARRANTY

- a. It is warranted that the particulars and statements contained in the written application for this insurance are the basis of this insurance and are to be considered as incorporated in and constituting part of the policy.
- b. The knowledge of the chairman, president, chief executive officer or chief financial officer of the "Named Insured" regarding any circumstance, fact or "wrongful act" shall be imputed to the "Named Insured".

The following conditions apply to the Accident and Sickness form(s) attached to this policy.

I. APPLICABLE IF THE INSURED IS AN ORGANIZATION OR A SOLE PROPRIETORSHIP

1. a. THE CONTRACT

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

b. WAIVER

The Insurer shall be considered not to have waived a condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.

2. MATERIAL FACTS

No statement made by the Insured or an Insured Person at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. TERMINATION OF INSURANCE

a. The contract may be terminated

i. by the Insurer giving to the Insured:

- (a) 15 days' notice of termination by registered mail, if termination is due to non-payment of premium; or
- (b) 30 days' notice of termination by registered mail, if termination is not due to non-payment of premium; or

ii. by the Insured at any time on request.

b. If the contract is terminated by the Insurer:

- i. the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and**
- ii. the refund must accompany the notice.**

c. If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the Insurer at the time of termination.

d. The 15-day or 30-day period referred to in 3. a. i. (a) or 3. a. i. (b) starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

4. a. NOTICE AND PROOF OF CLAIM

The Insured or an Insured Person, or a beneficiary entitled to make a claim, or the agent of any of them, must:

i. give written notice of claim to the Insurer:

(a) by delivery of the notice, or by sending it by registered mail to the head office or chief agency of the Insurer in the province or territory where the Insured is located; or

(b) by delivery of the notice to an authorized agent of the Insurer in the province or territory where the Insured is located, not later than 30 days after the date a claim arises under the contract on account of an "accident", sickness or disability, within 90 days after the date a claim arises under the contract on account of an "accident", sickness or disability, furnish to the Insurer such proof, as is reasonably possible in the circumstances, of:

- (a) the happening of the "accident" or the start of the sickness or disability;
- (b) the loss caused by the "accident", sickness or disability;
- (c) the right of the claimant to receive payment;
- (d) the claimant's age;
- (e) if relevant, the beneficiary's age; and
- (f) any other information the Insurer may reasonably require to establish the validity of the claim; and

iii. if so required by the Insurer, furnish satisfactory proof as to the cause or nature of the "accident", sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.

b. FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if:

- i. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the "accident" or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition; or**
- ii. in the case of the death of the Insured Person, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.**

5. INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

The Insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time, the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the "accident", sickness or disability giving rise to the claim and of the extent of the loss.

6. INSURER'S RIGHTS

As a condition precedent to recovery of insurance money under the contract, the Insurer reserves the right to:

- a. examine the full details regarding a claim;**
- b. require the Insured Person to undergo a medical examination at the Insurer's expense;**
- c. examine the Insured Person when and as often as it reasonably requires while a claim is pending; and**

- d. require an autopsy to be performed on the Insured Person in the event of death, unless prohibited by law or religious belief; and
- e. disallow the claim based on information developed from the attending physician's report, medical examination, payroll records or other sources of pertinent data.

7. MISSTATEMENT OF AGE

If the age of an Insured Person has been misstated, the corrected age and facts will be used to determine whether insurance is in force under the policy and in what amount, and an equitable adjustment of premium will be made.

8. LIMITATION OF ACTIONS

Every action or proceeding against the Insurer for the recovery of insurance money payable under this contract is absolutely barred unless begun within:

- a. the time set out in the applicable *Insurance Act*, in the provinces of Alberta, British Columbia or Manitoba;
- b. the time set out in the *Limitations Act*, in the Province of Ontario;
- c. 3 years after the date evidence is furnished, in the Province of Quebec; or
- d. one year from the date of loss, in any other province or territory, or such longer period as may be required under the law applicable in such province or territory.

9. PRE-EXISTING CONDITIONS

Unless a disease or physical condition is specifically excluded by the contract, the prior existence of a disease or physical condition of an Insured Person is not, except in the case of fraud, available as a defence against the Insurer's liability for a disability, injury or sickness that begins during the policy period of this contract:

- a. if the disease or physical condition was disclosed in the application for the contract; or
- b. if the Insured Person has been continuously covered, while alive, for 24 months under the contract immediately before such disability, injury or sickness begins.

10. ADMINISTRATION

The Insurer will deal solely with the Insured, who will be deemed the representative of each Insured Person. Any action taken by the Insured will be binding on each Insured Person.

11. EXAMINATION OF INSURED'S RECORDS

The Insurer may examine and audit the records of any Insured as they relate to this insurance at any time during the policy period and up to 3 years afterwards. This condition will not restrict the Insurer's rights as they relate to claims presented under this policy.

12. FRAUDULENT CLAIMS

Any claim for benefits under the policy which is based on false or incorrect information on an application, claim form or other documents required to verify benefits will result in the benefits being denied or the liability assumed by the beneficiary if the benefit has already been provided.

II. APPLICABLE IF THE INSURED IS AN INDIVIDUAL PERSON

**STATUTORY CONDITIONS
(GENERAL CONDITIONS IN THE PROVINCE OF QUEBEC)**

A. The following statutory/general conditions apply in all provinces and territories:

1. THE CONTRACT

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

2. MATERIAL FACTS

No statement made by the insured or a person insured at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. CHANGES IN OCCUPATION

- a. If, after the contract is issued, the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation, according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- b. If the person insured changes his or her occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either:
 - i. reduce the premium rate; or
 - ii. issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation, according to the limits, classification of risks and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the "accident", sickness or disability giving rise to the claim and of the extent of the loss.

5. RIGHTS OF EXAMINATION

As a condition precedent to recovery of insurance money under the contract:

- a. the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim is pending; and
- b. in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

6. WHEN MONEY PAYABLE OTHER THAN FOR LOSS OF TIME

All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.

7. WHEN LOSS OF TIME BENEFITS PAYABLE

The initial benefits for loss of time must be paid by the insurer within 30 days after it has received proof of claim, and payment must be made after that date in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments if the person insured, when required to do so, furnishes proof of continuing sickness or disability before payment.

B. The following statutory/general conditions apply in all provinces and territories, except Alberta, British Columbia, Manitoba, Ontario and Quebec:

8.1 TERMINATION BY INSURED

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the province, or by delivery thereof to an authorized agent of the insurer in the province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

8.2 TERMINATION BY INSURER

- a. The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.
- b. The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
- c.
 - i. Where the notice of termination is delivered to the insured, 5 days notice of termination shall be given; or
 - ii. where it is mailed to the insured:
 - (a) 15 days notice of termination shall be given, if the termination is due to non-payment of premium; or
 - (b) 30 days notice of termination shall be given, if the termination is due to any reason except non-payment of premium;and the 15 days or 30 days shall begin on the day following the date of mailing of notice.

9.1 NOTICE AND PROOF OF CLAIM

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall:

- a. give written notice of claim to the insurer:
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province; or
 - ii. by delivery thereof to an authorized agent of the insurer in the Province, not later than thirty days from the date a claim arises under the contract on account of an "accident", sickness or disability;
- b. within ninety days from the date a claim arises under the contract on account of an "accident", sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the "accident" or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
- c. if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the "accident", sickness or disability for which claim may be made under the contract and as to the duration of such sickness or disability.

9.2 FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the "accident" or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

C. The following statutory conditions apply only in the provinces of Alberta, British Columbia and Manitoba:

8. TERMINATION OF INSURANCE

- a. The contract may be terminated:
 - i. by the insurer giving to the insured:
 - (a) 15 days' notice of termination by registered mail, if the termination is due to non-payment of premium;
 - (b) 30 days' notice of termination by registered mail, if the termination is due to any reason except non-payment of premium; or
 - (c) 5 days' written notice of termination personally delivered; or
 - ii. by the insured at any time on request.
- b. If the contract is terminated by the insurer:
 - i. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
 - ii. the refund must accompany the notice.
- c. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.

- d. The 15 day period or 30 day period referred to in subparagraphs a. i. (a) and (b) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

9.1 NOTICE AND PROOF OF CLAIM

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must:

- a. give written notice of claim to the insurer:
 - i. by delivery of the notice, or by sending it by registered mail to the head office or chief agency of the insurer in the province; or
 - ii. by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an "accident", sickness or disability;
- b. within 90 days after the date a claim arises under the contract on account of an "accident", sickness or disability, furnish to the insurer such proof, as is reasonably possible in the circumstances, of:
 - i. the happening of the "accident" or the start of the sickness or disability;
 - ii. the loss caused by the "accident", sickness or disability;
 - iii. the right of the claimant to receive payment;
 - iv. the claimant's age; and
 - v. if relevant, the beneficiary's age;
- c. if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the "accident", sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.

9.2 FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if:

- a. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the "accident" or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition; or
- b. in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

D. The following statutory conditions apply only in the Province of Ontario:

8.1 TERMINATION BY INSURED

The insured may at any time request that this contract be terminated and the insurer shall, as soon as practicable after the insured makes the request, refund the amount of premium actually paid by the insured that is in excess of the short rate premium calculated to the date of the request according to the table in use by the insurer at the time of the termination.

8.2 TERMINATION BY INSURER

- a. The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.
- b. The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
- c. i. Where the notice of termination is delivered to the insured, 5 days notice of termination shall be given; or
ii. where it is mailed to the insured:
 - (a) 15 days notice of termination shall be given, if the termination is due to non-payment of premium; or
 - (b) 30 days notice of termination shall be given, if the termination is due to any reason except non-payment of premium;and the 15 day or 30 day period begins on the day the registered letter or notification of it is delivered to the insured's address.

9.1 NOTICE AND PROOF OF CLAIM

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall:

- a. give written notice of claim to the insurer:
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province; or
 - ii. by delivery thereof to an authorized agent of the insurer in the province, not later than thirty days from the date a claim arises under the contract on account of an "accident", sickness or disability;
- b. within ninety days from the date a claim arises under the contract on account of an "accident", sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the "accident" or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
- c. if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the "accident", sickness or disability for which claim may be made under the contract and as to the duration of such sickness or disability.

9.2 FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time required by this statutory condition does not invalidate the claim if:

- a. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the "accident" or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed; or
- b. in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

E. The following general conditions apply only in the Province of Quebec:

8. TERMINATION OF INSURANCE

- a. The contract may be terminated:

- i. by the insurer giving to the insured:
 - (a) 15 days' notice of termination by registered mail, if the termination is due to non-payment of premium; or
 - (b) 30 days' notice of termination by registered mail, if the termination is due to any reason except non-payment of premium; or
- ii. by the insured at any time on request.
- b. If the contract is terminated by the insurer:
 - i. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
 - ii. the refund must accompany the notice.
- c. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.
- d. The 15 day period or 30 day period referred to in subparagraphs a. i. (a) and (b) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

9.1 NOTICE AND PROOF OF CLAIM

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must:

- a. give written notice of claim to the insurer:
 - i. by delivery of the notice, or by sending it by registered mail to the head office or chief agency of the insurer in the province; or
 - ii. by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an "accident", sickness or disability;
- b. within 90 days after the date a claim arises under the contract on account of an "accident", sickness or disability, furnish to the insurer such proof, as is reasonably possible in the circumstances, of:
 - i. the happening of the "accident" or the start of the sickness or disability;
 - ii. the loss caused by the "accident", sickness or disability;
 - iii. the right of the claimant to receive payment;
 - iv. the claimant's age; and
 - v. if relevant, the beneficiary's age;
- c. if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the "accident", sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.

9.2 FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if:

- a. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the "accident" or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition; or
- b. in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

F. The following statutory/general condition applies in all provinces and territories except Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador and Ontario:

10. RELATION OF EARNINGS TO INSURANCE

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits or loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to him by the insurer.

G. The following statutory condition applies only in the provinces of Newfoundland and Labrador and Ontario:

10. RELATION OF EARNINGS TO INSURANCE

- a. Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to the insured by the insurer.
- b. The other contract referred to in paragraph a. may include:
 - i. a contract of group accident and sickness insurance; or
 - ii. a life insurance contract whereby the insurer undertakes to pay insurance money or to provide other benefits in the event that the person whose life is insured becomes disabled as a result of bodily injury or disease.

H. The following statutory condition applies only in the Province of New Brunswick:

10. RELATION OF EARNINGS TO INSURANCE

Where the benefits for loss of time payable hereunder, either alone or together with any other benefits, compensation or right of payment for or in respect of loss of time due to disability exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured reduced by all such other benefits, compensation, or rights of payment other than as are provided under this and similar contracts or as are provided under a contract of group insurance, or a life insurance contract providing disability benefits bears to the aggregate of the benefits for loss of time payable hereunder and under similar contracts and any contract of group insurance or life insurance contract providing disability benefits and the excess premium, if any, for the current term shall be returned to the insured.

I. The following statutory condition applies in all provinces and territories except Alberta, British Columbia, Manitoba, Ontario, Quebec and Saskatchewan:

11. LIMITATION OF ACTIONS

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

ADDITIONAL CONDITIONS

Applicable in all provinces and territories

1. ERROR IN INSURED PERSON'S AGE

If incorrect information has been provided to the Insurer regarding the age of an Insured Person, the Insurer may, at its option:

- a. increase or decrease the benefit payable for that Insured Person to the amount that would have been provided for the same premium at the correct age; or
- b. adjust the premium to reflect the correct age as of the date coverage began for that Insured Person.

2. INCONTESTABILITY OF APPLICATION

This contract shall be incontestable as to the statements contained in the application after the Insured Person has been continuously covered, while alive, for 24 months under the contract, except for injury or sickness that occurred during such 24 months.

3. LIMITATION OF ACTIONS

Every action or proceeding against the Insurer for the recovery of insurance money payable under this contract is absolutely barred unless begun within:

- a. the time set out in the applicable *Insurance Act*, in the provinces of Alberta, British Columbia and Manitoba;
- b. the time set out in the *Limitations Act*, in the Province of Ontario;
- c. 3 years after the date evidence is furnished, in the Province of Quebec; or
- d. the period shown in statutory condition 11, in any other province or territory.

4. PRE-EXISTING CONDITIONS

Unless a disease or physical condition is specifically excluded by the contract, the prior existence of a disease or physical condition of an Insured Person is not, except in the case of fraud, available as a defence against the Insurer's liability for a disability, injury or sickness that begins during the policy period of this contract:

- a. if the disease or physical condition was disclosed in the application for the contract; or
- b. if the Insured Person has been continuously covered, while alive, for 24 months under the contract immediately before such disability, injury or sickness begins.

**INSUREDS CLARIFICATION (GL) ENDORSEMENT
986340-01**

**This endorsement changes the coverage provided by:
GENERAL LIABILITY FORM 916000**

In V. INSUREDS, sub-paragraph 1. c. is deleted and replaced by the following:

- c. An association (meaning any non-profit organization that is named on the "Policy Declarations" as the Insured):
 - i. the association;
 - ii. any member of such association, but only with respect to the conduct of the business of such association; and
 - iii. any "executive officer", director or manager of such association, but only with respect to duties as such.

All other terms, conditions, exclusions and limitations of the policy are unchanged.

**INSUREDS CLARIFICATION (D&O) ENDORSEMENT
988400-01**

**This endorsement changes the coverage provided by:
NONPROFIT ORGANIZATION'S DIRECTORS' & OFFICERS' LIABILITY FORM 918000**

In V. INSUREDS, sub-paragraph 1. a. is deleted and replaced by the following:

- a. An association (meaning any non-profit organization that is named on the "Policy Declarations" as the Insured):
 - i. the association;
 - ii. any member of such association, but only with respect to the conduct of the business of such association; and
 - iii. any "director" or "officer" of such association, but only with respect to duties as a "director" or "officer".

All other terms, conditions, exclusions and limitations of the policy are unchanged.

MAP COVERAGE EXTENSION ENDORSEMENT

This endorsement changes the coverage provided by:
GENERAL LIABILITY FORM 916000

In COVERAGE A. BODILY OR MENTAL INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion 2. p. Professional Services does not apply to "bodily or mental injury" or "property damage" arising from the preparation or approval of maps, but only when:

- a. such maps were developed by a professional third party, including but not limited to a government organization, GIS technician or local map making professional;
- b. such maps are not intended to provide specific navigational direction through wilderness or waterways; and
- c. the preparation of such maps is not a "professional service" customarily provided by the "Named Insured"

All other terms, conditions, exclusions and limitations of the policy are unchanged.

**DESIGNATED OPERATIONS
EXCLUSION ENDORSEMENT
916512-01**

**This endorsement changes the coverage provided by:
GENERAL LIABILITY FORM - 916000**

This form does not apply to:

1. "bodily or mental injury" or "property damage" (including the "products-completed operations hazard"); or
2. "personal and advertising injury"
arising from any property or activities related to the operation(s) shown for this endorsement on the "Policy Declarations".

All other terms, conditions, exclusions and limitations of the policy are unchanged.