PLEASE READ THE ATTACHED WORDING CAREFULLY

It is your responsibility to determine if this coverage is right for you – accepting this insurance coverage does not modify your liabilities under the Services Agreement.

This coverage applies to lecture style courses that are on-campus or in Canadian meeting rooms or online (where the instructor and all students are based in Canada).

Coverage is not intended to apply, and is not available through this program, for courses that have elements of: laboratory or medical, or industrial work.

Courses with local travel to low risk locations (i.e., museums or art galleries, parks) can be considered, subject to approval prior to the course beginning. Please contact Aon with the course description and off-campus activities for review and approval.

Questions regarding this coverage can be directed to your broker:

**John R. Giesbrecht, CRM, CIP**
6th Floor, 1803 Douglas Street
Victoria, BC V8T 5C3
250.413.2232
john.giesbrecht@aon.ca
Aon Reed Stenhouse Inc.
Contract Instructor Liability Insurance Program

Master Policy Number: 5V2369943

Contract Number: As per Individual Contract(s) held with the University of Victoria and or GSB Executive Educations Inc.

Broker: Aon Reed Stenhouse Inc.
1803 Douglas Street, 6th floor
Victoria, BC, V8T 5C3
Tel: (250) 388-7577 Fax: (250) 388-5164

This Certificate is evidence that insurance has been arranged on behalf of the Named Insured herein based on the Service Contract on file with the University of Victoria or GSB Executive Education Inc. and filed with the Insurer under the Master Policy No. 5V2369943, applicable as specifically indicated below and as amended by any endorsement attached hereto and subject to the Conditions and Exclusions of the Master Policy.

Named Insured: Contract Instructors, University of Victoria and GSB Executive Education Inc.

Mailing Address: PO Box #3040 Station #CSC
Victoria, BC V8W 3N7

Policy Term: May 5, 2018 at 12:01 a.m. to May 5, 2019 at 12:01 a.m. All times are local times at the Named Insured’s postal address shown on this certificate.

Insured Operations: This coverage applies to Contract Instructors performing services on behalf of the University of Victoria and or GSB Executive Education Inc. in lecture style courses that are on-campus and or at off-site meeting rooms.

Summary of Coverages and Limits of Insurance

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability – Occurrence Form</strong></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury, Personal Injury and Property Damage</td>
<td>$2,000,000 each accident</td>
</tr>
<tr>
<td>or occurrence</td>
<td></td>
</tr>
<tr>
<td>Products and Completed Operations, Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Advertising Liability - Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Medical Payments – for each person</td>
<td>$10,000</td>
</tr>
<tr>
<td>Tenant’s Legal Liability - $1,000 deductible</td>
<td>$500,000</td>
</tr>
<tr>
<td>Non-Owned Automobile Liability, Each accident or Occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Professional Liability Exclusion</td>
<td></td>
</tr>
<tr>
<td>Sexual Abuse/Harassment Exclusion</td>
<td></td>
</tr>
<tr>
<td>Marine Liability Exclusion</td>
<td></td>
</tr>
<tr>
<td>Coverage Territory - Canada only</td>
<td></td>
</tr>
<tr>
<td><strong>Deductible Clause: $1,000.00  Property Damage and Bodily Injury</strong></td>
<td></td>
</tr>
</tbody>
</table>

| Professional Errors & Omissions Liability – Claims Made Form   |                                 |
| Annual Aggregate:                                             | $2,000,000                      |
| Limit per claim made                                          | $2,000,000                      |
| Deductible: $1,000                                             |                                 |

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Page 1 of 2
This certificate is made and accepted subject to the foregoing stipulations and conditions of the Master Policy No.R2591590, issued by Intact Insurance Company and which are hereby specifically referred to made part of this Certificate together with such provision, agreements or conditions, as may be endorsed hereon or added hereto and no officer, agent or representative of the Insurer shall have the power to waive or be deemed to have waived any provision or condition of this Certificate unless such waiver, if any, shall be written hereon or attached to this Certificate nor shall apply any privilege or permission affecting the Insurer under this Certificate exist or be claimed by the Insured unless so written or attached, IN WITNESS WHEREOF the Insurer(s) listed above, through their representative duly authorized by them for this purpose, have executed and signed this certificate.

Signed on behalf of the insurers
Signed by John Giesbrecht – original signature on file
By ________________________________
Authorized Representative

Dated at Victoria, BC on 27 June 2018

IMPORTANT: PLEASE EXAMINE THIS DOCUMENT AND NOTIFY US IMMEDIATELY IF ANY CHANGE IS REQUIRED.
Commercial General Liability Max

WORDS AND PHRASES THAT APPEAR IN QUOTATION MARKS HAVE A SPECIAL MEANING AS DESCRIBED IN THE DEFINITIONS SECTION OF THIS FORM

SECTION I COVERAGES

COVERAGE A – “BODILY INJURY”, “PERSONAL INJURY” AND “PROPERTY DAMAGE”

This insurance applies only when a Limit of Liability - Each Accident or Occurrence is indicated in the Declarations

1. Insuring Agreement

To pay on behalf of the Insured all sums (including prejudgment interest) that the Insured shall become obligated to pay by reason of the liability imposed by law upon the Insured or assumed by the Insured under “contract”, for “compensatory damages” because of:

(a) “bodily injury” sustained by any person or persons;
(b) “personal injury”;
(c) “property damage” due to an accident or “occurrence”.

during the Policy Period and in the “Coverage Territory”, subject to the limits of liability, exclusions, conditions and other terms contained in this Policy.

2. Limit of Liability

The combined limit of the Insurer’s liability under Sub-Section 1(a), 1(b) and 1(c) of the Insuring Agreements of Coverage A shall be the amount stated in the Declarations for this form as Limit of Liability - Each accident or occurrence for all “compensatory damages” for any one accident or “occurrence”, or series of accidents or occurrences, resulting from one cause. Subject to such limit, the amount stated in the Declarations for this form as ‘Limit of liability - Aggregate’ is the Insurer’s maximum limit of liability for any number of accidents or occurrences in any one Policy Period, if caused by the “Products Hazard” or “Completed Operations Hazard”.

3. Exclusions

This insurance does not apply to:

1. “bodily injury” or “property damage” arising out of the ownership, use or operation by or on behalf of the Insured of any “automobile”, but this exclusion will not be construed to apply to liability imposed by law upon the Insured for loss or damage arising from the ownership, use or operation of machinery or apparatus (including its equipment), mounted on or attached to any automobile at the site of the use or operation of such machinery or apparatus and provided the Insured is not insured for liability arising from the ownership, use or operation of such mounted or attached machinery or apparatus under any automobile policy.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “bodily injury” or “property damage”.
2. “bodily injury” or “property damage” arising out of:

(a) (i) the ownership, maintenance, use, or operation, by or on behalf of the Insured of any aircraft or any air cushion vehicle;

(ii) the ownership, use, or operation by or on behalf of the Insured of any premises for the purpose of an airport or an aircraft landing area;

(iii) all operations that are necessary or incidental to 2(a)(i) or 2(a)(ii) above;

(iv) work or operations conducted by or on behalf of the Insured at airport premises or airport property (including but not limited to any runway, hangar, taxiway, apron, or air traffic control facility), but this exclusion shall not apply to such work or operations in Canada that are conducted solely within an area that is not designated by Transport Canada (or other airport regulatory authority) as a restricted area.

(b) the ownership, maintenance, use or operation by or on behalf of the Insured of any self-propelled watercraft of more than 100 gross tons but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Insured.

Exclusions 1 and 2(b) do not apply to “bodily injury” sustained by any employees of the Insured while acting on behalf of the Insured.

3. “bodily injury”:

(a) arising out of the liability imposed upon or assumed by the Insured under any Workers' Compensation Statute or assessment by any Workers' Compensation Board or any liability in respect of employees assumed by the Insured under "contract". This exclusion shall not apply to claims arising out of legal liability imposed upon the Insured at common law or at common law as extended by statute for injuries to employees of the Insured;

(b) caused intentionally by or at the direction of the Insured, unless committed for the purpose of protecting persons or property.

4. “property damage” to

(a) property:

(i) owned by the Insured;

(ii) occupied by the Insured;

(iii) rented to the Insured;

(iv) held by the Insured for sale; or

(v) entrusted to the Insured for storage or safekeeping.

(b) property while on premises owned by or leased to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured;

(i) tools or equipment while being used by the Insured in performing operations;

(ii) property that is in course of construction by the Insured or property in the custody of the Insured that is to be installed, erected or used in construction by the Insured;

(iii) that particular part of any property, not on premises owned by or rented to the Insured:

(A) upon which operations are being performed by or on behalf of the Insured at the time of the “property damage” to such property, arising out of such operations; or

(B) out of which any “property damage” arises; or
(C) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship on such property by or on behalf of the Insured.

Exclusion 4(b) does not apply to liability under sidetrack agreements covered by this Policy, or the use of elevators or escalators at premises owned, rented or controlled by the Insured, or liability assumed under any easement agreement or agreement required by municipal by-law.

5. “property damage” to:
   (a) goods or products manufactured or sold by the Insured; or
   (b) work done by or on behalf of the Insured where the cause of the “occurrence” arises out of a defect in such work, but this exclusion shall only apply to that part of such work that is defective.

6. loss of use of tangible property that has not been physically injured or destroyed resulting from:
   (a) a delay in or lack of performance by or on behalf of the Insured of “contract”; or
   (b) the failure of the Insured's products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured, but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Insured's products or work performed by or on behalf of the Insured after such products or work have been put to use by any person or organization other than an Insured.

7. damages, cost, loss or expense claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work forms a part, if such products, work or property are withdrawn from the market or withdrawn from use because of any known or suspected defect or deficiency in such products, work or property.

8. the rendering of or failure to render any professional service except:
   (a) such services performed by an architect or an engineer in their capacity as employees of the Insured where such services are an integral part of other work performed by or on behalf of the Insured or are integral in the manufacture, installation, sale, handling or distribution of the Insured's products or the products of any associated or affiliated company. This exception shall not apply in respect to damage to any work completed by or on behalf of the Insured or damage to the Insured's products;
   (b) the services rendered by first aid personnel.

9. “personal injury”:
   (i) caused by the wilful violation of a penal statute or ordinance;
   (ii) arising out of advertising, broadcasting, publishing or telecasting by or in the interest of the Insured.

COVERAGE B – ADVERTISING INJURY

This insurance applies only when an “Advertising Injury” Liability Limit is indicated in the Declarations

1. Insuring Agreement

The Insurer agrees to pay on behalf of the Insured those sums that the Insured becomes legally obligated to pay as compensatory damages because of “Advertising Injury” to which this insurance applies. Subject to Exclusion (c) below, this insurance applies only to offences arising out of the Insured’s business activities.
2. Limit of Liability

The limit of the Insurer's liability under Coverage B shall be the amount stated in the Declarations for this coverage as Limit of Liability - Each accident or occurrence' for all "compensatory damages" for any one accident or "occurrence", or series of accidents or occurrences, resulting from one cause.

Subject to such limit, the amount stated in the Declarations for this form as Limit of liability - Aggregate is the most the Insurer will pay during the policy period for the sum of all compensatory damages because of “Advertising Injury”.

3. Exclusions

This insurance does not apply to:

(a) Liability assumed by the Insured under any contract or agreement, except liability of the Insured that would have existed in the absence of a contract or agreement;

(b) “Advertising Injury” arising out of:

(i) Any failure of goods, products or services to conform to any statement of quality or performance made in an “Advertisement” of the Insured;
(ii) The infringement of trademark, copyright, patent, trade secret or service mark;
(iii) The infringement of intellectual property rights;
(iv) Incorrect description or incorrect price in any “Advertisement” of the Insured;
(v) Breach of contract, except an implied contract to use another's advertising idea in an “Advertisement” of the Insured;
(vi) Any tactic to mislead the potential customer of another, including but not limited to the unauthorized use by or on behalf of the Insured of another’s name or product in any e-mail address, domain name or meta tag;
(vii) Any criminal act committed by or at the direction of the Insured or any act committed by or at the direction of the Insured with actual malice or with reckless indifference;
(viii) Material, in any “Advertisement”, that the Insured knew to be false or that the Insured knew would violate the rights of another and would inflict “Advertising Injury”;
(ix) Material whose first publication took place before the beginning of the policy period;
(x) An electronic chat room, bulletin board or web log owned or hosted by the Insured, or over which the Insured exercises control.

Exclusions (b) (ii) and (b) (iii) do not apply to infringement of copyright, trade dress or slogan in an “Advertisement” of the Insured.

(c) “Advertising Injury” committed or alleged to have been committed by any Insured in the business of:

(i) Advertising, broadcasting, publishing or telecasting; (ii)
Designing or determining web-site content for others;
(iii) An Internet search, access, content or service provider.

For the purposes of Exclusion (c), the mere placing for the Insured on the Internet of frames, borders, links or advertising shall not by itself be considered a business.

Except to the extent that coverage is expressly provided by under Coverage B, this insurance does not apply to claims arising out of the distribution or display of “data” by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of “data”.

COVERAGE C - MEDICAL PAYMENTS

This insurance applies only when an Medical Payments Limit is indicated in the Declarations
1. Insuring Agreement

The Insurer agrees to pay to or for each person who sustains “bodily injury” caused by accident all reasonable medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and funeral services expense incurred within one year from the date of the accident on account of such “bodily injury”, provided such “bodily injury”:

(a) occurs on premises the Named Insured owns or rents;
(b) occurs on ways next to premises the Named Insured owns or rents; or
(c) arises from operations with respect to which the Named Insured is afforded coverage for “bodily injury” liability under this policy.

2. Limit of Liability

The amount stated in the Declarations for Coverage C as Limit each person is the limit of the Insurer's liability for all medical expense for bodily injury sustained by one person in any one accident.

3. Exclusions

The coverage granted by Coverage C shall not apply to:

(a) any portion of medical expense the payment of which is prohibited by law;
(b) “bodily injury”
   i) arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any automobile;
   ii) arising out of the ownership, maintenance, use, operation, loading or unloading by or on behalf of the Insured of any watercraft, but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
   iii) arising out of the ownership, maintenance, use, operation, loading or unloading by or on behalf of the Insured of
      (1) any aircraft; or
      (2) any air cushion vehicle;
   iv) arising out of the ownership, existence, use or operation by or on behalf of the Insured of any premises for the purpose of an airport or aircraft landing strip and all operations necessary or incidental thereto;
(c) “bodily injury” to
   i) the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee (except a volunteer worker) of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith, or
   ii) any other tenant if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the “bodily injury” occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant, or
   iii) any person while engaged in maintenance and repair of the insured premises or alteration, demolition or construction operations at such premises, or
   iv) any person if any benefits for such bodily injury are payable under any Workmen's Compensation Law, or
   v) any person practising, instructing or participating in any physical training, sport, athletic activity or contest;
(d) Any medical expense for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.
4. Conditions

As soon as practicable the injured person or someone on his behalf shall give to the Insurer written proof of claim, under oath if required, and shall, after each request from the Insurer, execute authorization to enable the Insurer to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Insurer when and as often as the Insurer may reasonably require. The Insurer may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Insurer.

**COVERAGE D - TENANTS’ LEGAL LIABILITY**

This insurance applies only when a Tenants' Legal Liability Limit is indicated in the Declarations

1. **Insuring Agreement**

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as "compensatory damages" for injury to or destruction, including loss of use, of premises of others (including building fixtures permanently attached thereto) rented to or occupied by the Named Insured, if such injury or destruction is caused by accident occurring during the term of this Policy.

2. **Limit of Liability**

The Insurer shall not be liable for more than amount(s) stated in the Declarations for this coverage as Limit of liability—any one accident for damage arising out of any one accident.

3. **Exclusions**

The Insurer shall not be liable for liability assumed by the Insured under "contract" except liability which would attach in the absence of such contract;

**COMMON EXCLUSIONS – COVERAGES A, B, C and D**

This insurance does not apply to:

1. **Asbestos**

   (a) “Bodily Injury”, “Personal Injury”, “Property Damage” or Medical Payments or any other cost, loss or expense incurred by others, resulting from, in consequence of, or arising directly or indirectly from the actual or alleged inhalation of, contact with, exposure to, use of, existence of or presence of asbestos or any material containing asbestos in whatever form or quantity, 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 asbestos or any material containing asbestos;

   (b) any loss, damage, injury, cost or expense arising out of any claim, proceeding, action or suit by or on behalf of a governmental authority or arising out of any order or demand under any legislation or regulation that the insured or others perform, or assume liability for, the following:

      (i) operations to evaluate or assess the presence or absence of asbestos, its effects or its quantity;
      (ii) operations to test for, monitor, contain, treat, detoxify, neutralize, identify, clean up, sample, remove, abate, mitigate or dispose of asbestos;
      (iii) any other actions to respond to situations that involve asbestos.

   (c) any supervision, instructions, recommendations, warnings, or advice given or that should have been given in connection with a. or b. above;
(d) any obligation to pay damages, share damages with, or repay someone else who must pay damages because of such injury or damage referred to in a., b. or c. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to “Bodily Injury”, “Personal Injury” or “Property Damage”.

2. Data
under Coverage A Insuring Agreements 1(a) and 1(c) to liability for:
(a) erasure, destruction, corruption, misappropriation, misinterpretation of “data”;
(b) erroneously creating, amending, entering, deleting or using “data”;
including any loss of use arising therefrom.

3. Fungi
(a) “Bodily Injury”, “Personal Injury” or “Property Damage” or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”; or
(b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above;
(c) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to “Bodily Injury”, “Personal Injury” or “Property Damage”.

This exclusion shall not apply to:
(i) “Bodily Injury” or “Property Damage” included within the “Products Hazard” or within the “Completed Operations Hazard” and arising from the presence of “fungi” or “spores” in products of the Named Insured that are intended for human or animal consumption or topical application; or
(ii) claims arising solely from the presence of bacteria in food products manufactured, sold distributed or served by the Insured.

4. Nuclear
(a) liability imposed by or arising under the Nuclear Liability Act;
(b) “bodily injury” or “property damage” with respect to which an Insured under this Policy is also insured under a contract of Nuclear Energy Liability Insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability;
(c) “bodily injury” or “property damage” resulting directly or indirectly from the Nuclear Energy Hazard arising out of:
(i) the ownership, maintenance, operation or use of a “nuclear facility” by or on behalf of an Insured;
(ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”; and

(iii) the possession, consumption, use, handling, disposal or transportation of “fissionable substances” or of other “radioactive material” used, distributed, handled or sold by an Insured; except for radioactive isotopes, away from a “nuclear facility”, that have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

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

5. Pollution

(1) “Bodily injury”, “property damage”, or “personal injury” arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape at any time of “pollutants”:

(a) At, or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this subparagraph does not apply to:

(i) “Bodily injury” if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests;

(ii) “Bodily injury” or “property damage” for which the Named Insured may be held liable, if the Named Insured is a contractor and the owner or lessee of such premises, site or location has been added to the Named Insured’s policy as an additional insured with respect to the Named Insured’s ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Insured, other than that additional insured; or

(iii) “Bodily injury” or “property damage” arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a “hostile fire”;

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

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom the Insured may be legally responsible; or

(d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured’s behalf are performing operations if the “pollutants” are brought on or to the premises, site, or location in connection with such operations by such Insured, contractor, or subcontractor.

However, this subparagraph does not apply to:

(i) “Bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed.
by such insured, contractor or subcontractor;

(ii) “Bodily injury” or “property damage” sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the Named Insured or on the Named Insured’s behalf by a contractor or subcontractor; or

(iii) “Bodily injury” or “property damage” arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a “hostile fire”.

(e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured’s behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of “pollutants”.

2. Any fines or penalties assessed against or imposed upon any Insured arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”.

3. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effects of, “pollutants”.

However, this Section (3) does not apply to liability for “compensatory damages” because of “property damage” that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or action by or on behalf of a governmental authority.

6. Terrorism
“bodily injury”, “personal injury”, “property damage” arising directly, indirectly, in whole or in part out of “Terrorism” or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate “Terrorism”.

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

7. War
“bodily injury”, “personal injury” or “property damage” arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

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

DEFENCE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS – COVERAGE A, B and D

With respect to the insurance afforded by the other terms of this Policy, the Insurer agrees:

(a) to defend in the name of and on behalf of the Insured, claims, suits or other proceedings that may at any time be instituted against the Insured for any accident or “occurrence” covered by this Policy, although such claims, suits or other proceedings may be groundless, false or fraudulent; or to make settlement of such claims as may be deemed expedient by the Insurer. If the Insurer is prevented by law or otherwise from defending the Insured as specified in the preceding sentence, the Insurer will reimburse the Insured for defence costs and expenses that are incurred with the consent of the Insurer;

(b) to pay and satisfy all judgements rendered against the Insured and to protect the Insured against any levy of execution arising from such judgements;
(c) to pay:
   (i) all expenses incurred by the Insurer for investigation, negotiation and defence of any such claims, suits or proceedings;
   (ii) all costs taxed against the Insured in any such proceeding;
   (iii) all premiums on bonds to release charges or attachments for an amount not in excess of the applicable limit of liability of this Policy and all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;
   (iv) all interest accruing after entry of judgement and up to the date of payment by the Insurer of its share of any judgement;
   (v) for the expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time such “bodily injury” is sustained:
   (vi) for all reasonable expenses incurred at the Insurer’s request.

The amounts so incurred, except settlement of claims and suits, are payable by the Insurer in addition to the limit of liability in this Policy.

The Insurer’s liability under this Policy, including any obligation to defend, ends when the applicable Limits of Liability stated in the Declarations under this form have been exhausted by payment of settlements or judgements.

SECTION II – WHO IS AN INSURED

"Insured" means:

(a) The Named Insured as shown in the Declarations;

(b) Any interest under the management control of the Named Insured and for which the Named Insured is responsible for arranging insurance;

(c) Any present or former partner, officer, director, employee (employee includes volunteer worker), or shareholder of the Named Insured, while acting on behalf of the Named Insured with respect to acts performed on behalf of the Named Insured in that capacity and any partner or former partner with respect to liability arising out of such partnership or former partnership. Acts performed shall include failure or omission to act; The insurance afforded to any employee does not apply:
   (i) to “bodily injury” to (a) the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member of such partnership or joint venture; or (b) any person who at the time of the “bodily injury” is entitled to benefits under any Workers’ Compensation Act; or (c) another employee of the Named Insured;
   (ii) to “property damage” to property owned, occupied or used by, rented to or in the care, custody or control of (a) another employee of the Named Insured; or (b) the Named Insured or, if the Named Insured is a partnership or a joint venture, any partner or member.

(d) Any company created or acquired by the Named Insured provided the Insurer is notified within ninety days of such creation or acquisition;

(e) Each person, firm, corporation or government body for which the Named Insured has contracted to provide insurance but only with respect to vicarious liability that arises out of the operations of the Named Insured, and only to the extent required by such contract. Notice of cancellation shall be provided (when cancelled by the Insurer) to such persons, firms, corporations or government bodies in accordance with the certificates of insurance on file with the Insurer;
(f) Co-owners, joint venturers and partners having a non-operating interest with the Named Insured in the operations insured by this policy.

SECTION III - DEFINITIONS

1. “Advertising Injury” means injury, including consequential Bodily Injury arising out of one or more of the following offences when against another person or organization in an “Advertisement” of the Insured:
   (i) The disparagement of goods, products or services;
   (ii) Infringement of copyright, trade dress or slogan;
   (iii) The unauthorized use of someone else’s advertising idea;
   (iv) Libel, slander, defamation, discrimination (in jurisdictions where insurance against discrimination is permitted by law) or violation of a right of privacy.

2. “Advertisement” means a notice about goods, products or services of the Insured that is broadcast or published to the general public or specific market segments and that is for the purpose of attracting customers or supporters. “Advertisement” also means such notice published by placement on the Internet, or similar means of electronic communication and also means that particular part of a web-site that is specifically about the Insured's goods, products or services for the purpose of attracting customers or supporters.

3. “Automobile” means self-propelled motor vehicle, trailer or semi-trailer that is obliged by law to carry a license and to be insured under a contract of automobile liability insurance.

4. “Bodily Injury” means bodily or mental injury, sickness, disease, disability, shock, including death resulting at any time and “compensatory damages” for incidental care and loss of services.

5. “Compensatory Damages” means damages due or awarded as indemnification for actual injury and concomitant economic loss. Compensatory Damages does not include punitive or aggravated damages or the multiple portion of any multiplied damage award.

6. “Completed Operations Hazard” means “bodily injury” or “property damage” arising out of operations, but only if the “bodily injury” or “property damage” occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. Operations include materials, parts or equipment furnished in connection with operations. Operations shall be deemed completed at the earliest of the following times:
   (a) when all operations to be performed by or on behalf of the Insured under the contract have been completed;
   (b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed;
   (c) when the portion of the work out of which the “bodily injury” or “property damage” arises has been put to its intended use by any persons or organizations other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

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

   The Completed Operations Hazard shall not include:
   (i) operations in connection with the pick up and delivery of property;
   (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.

7. “Contract” means:
(a) a warranty of fitness or quality of the Insured's products or a warranty that work performed by or on behalf of the Insured will be done in a workmanlike manner;

(b) any written contract or written agreement or any oral or verbal contract or agreement that is in the process of being written provided that it is reduced to writing within 90 days of its inception

8. “Coverage territory” means anywhere in the world, provided that all claims, suits or other proceedings are brought within Canada or the United States of America, its territories and possessions.


10. “Explosion” as used in General Condition 14 applicable to Coverage D means: the explosion of natural gas, coal, manufactured gas or manually portable gas cylinders;

11. “Fissionable Substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

12. “Fungi” includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any Fungi or “Spores” or resultant mycotoxins, allergens, or pathogens.

13. “Hostile Fire” means a fire that becomes uncontrollable or breaks out from where it was intended to be.

14. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

(a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

(b) Vehicles maintained for use solely on or next to premises the Named Insured owns or rents;

(c) Vehicles that travel on crawler treads;

(d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   (1) Power cranes, shovels, loaders, diggers or drills; or
   (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

(e) Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   (2) Cherry pickers and similar devices used to raise or lower workers;

(f) Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, "mobile equipment" does not include any "automobile".

15. “Nuclear Energy Hazard” means the radioactive, toxic, explosive or other hazardous properties of radioactive material.
16. “Nuclear Facility” means:
   (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
   
   (b) any equipment or device designed or used for:
      
      (i) separating the isotopes of plutonium, thorium, and uranium or any one or more of them; or
      
      (ii) processing the utilizing spent fuel; or
      
      (iii) handling, processing or packaging waste;
      
   (c) any equipment or device used for the processing, fabrication, or alloying of plutonium, thorium and uranium or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
   
   (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material; and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations;
      
and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

17. “Occurrence” (in the singular or the plural) means continuous or repeated exposure to conditions that result in “property damage” neither expected nor intended by the Insured.
   All “property damage” arising out of a continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

18. “Personal Injury” means:
   
   (a) false arrest, malicious prosecution, wrongful detention or imprisonment;
   
   (b) invasion of privacy, wrongful eviction or wrongful entry;
   
   (c) libel, slander, humiliation or defamation of character;
   
   (d) discrimination, (except in such jurisdictions where by legislation, court decisions or administrative ruling, such insurance is prohibited or held to violate the law or public policy of any such jurisdiction) sustained by any person or persons during the Policy Period.

19. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, odour, vapour, soot, fumes, airborne or waterborne particles, acids, alkalis, chemicals, sewage, micro-organisms and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.

20. “Products Hazard” means “bodily injury” or “property damage” arising out of any accident or “occurrence” that takes place away from the Insured's premises due to the consumption, handling, use or existence of goods or products made, sold, handled or distributed by or for the Insured after the Insured had relinquished possession of such goods or products;

21. “Property Damage” means physical injury to or physical destruction of tangible property, including loss of use of such property, or loss of use of tangible property that has not been physically injured or destroyed.

22. “Radioactive Material” means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes or other elements and any other substances that the Atomic Energy Control
Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

23. “Spores” includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.

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, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.

GENERAL CONDITIONS

1. NOTICE OF CLAIM OR SUIT: Upon the happening of an accident or “occurrence” that may give rise to a claim under this Policy, the Insured shall give notice of such accident or “occurrence” to the Insurer as soon as practicable after notice has been received by an officer of the Insured. Such notice shall contain all available information pertaining to such accident or “occurrence” that is obtainable at the time. If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every demand, notice, summons or other process received by the Insured or the Insured's representatives.

2. ASSISTANCE AND COOPERATION: The Insured shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

3. ASSUMPTION OF LIABILITY: The Insured shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

4. ACTION AGAINST INSURER: No action shall lie against the Insurer unless, as a condition precedent, to such action there shall have been full compliance with all of the terms of this Policy. In addition, no action shall lie against the Insurer until the amount of the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Insurer. The Insurer shall not be liable for "compensatory damages" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. Unless another time limit is specified to the contrary in any Canadian province’s Insurance Act governing this policy, every action or proceeding against the Insurer shall be commenced within one year of the date of such judgement or written agreement and not afterwards. The sole venue for coverage legal action related to this Policy shall be a Superior Court in Canada. Nothing contained in this Policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations under this Policy.

5. PREMIUM AND ADJUSTMENT OF PREMIUMS:

(a) Unless indicated as "Flat rate premium", the premium stated in the Declarations for this Form is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium basis and rates shown in the Declarations for this form as "Basis of premium adjustment" shall be used in ascertaining the earned premium.

(b) In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the Declarations, or in any endorsement, the earned premium shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
(c) Subject to the retention by the Insurer of the amount stated in the Declarations for this form as "Minimum annual premium", if the earned premium for this Policy thus computed exceeds the estimated deposit premium paid, the Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.

(d) The Named Insured shall maintain for each hazard insured against, a record of the information necessary for premium computation on the basis stated and shall submit such record to the Insurer at the end of the Policy Period and at such other times during the Policy Period as the Insurer may direct.

6. INSPECTION AND AUDIT:

(a) The Insurer shall be permitted, but is not obligated, to inspect the Insured's property and operations. Neither the Insurer's right to inspect nor reporting based on such inspections shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe.

(b) The Insurer may examine and audit the Insured's books and records at any time during the Policy Period and extensions of the Policy Period and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

7. OTHER INSURANCE: The Insurer shall not be liable if at the time of an accident or "occurrence" covered by this Policy there is any other insurance that would have attached if this insurance had not been effected, and this insurance shall specifically exclude losses covered by such other valid insurance. This insurance shall apply only as excess insurance and in no event as contributing insurance and then only after all such other insurance has been exhausted.

The Insurer acknowledges the existence of any Policies arranged to apply in excess of the insurance provided by this Policy and it is agreed that notwithstanding anything contained in this Condition the insurance provided by such excess Policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this Policy is concerned and shall be held to attach and cover only after the insurance under this Policy has been exhausted.

8. SUBROGATION: In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery against any third party except where the amount of settlement exceeds the amount provided in aggregate by this Policy and any other valid and collectible insurance in which case the Insured shall be entitled to all recovery until such excess has been made good to the Insured. The Insured shall execute all papers required and shall do everything necessary within his power to secure such rights.

9. CANCELLATION - TERMINATION:

(a) This Policy may be terminated;

(i) in the event of non-payment of premium by the Named Insured to the Insurer, by the Insurer giving to the Named Insured 15 days written notice of termination by registered mail or 5 days written notice by personal delivery;

(ii) except in the event of termination for non-payment of premium, by the Insurer giving to the Named Insured 30 days written notice of termination by registered mail or personal delivery;

(iii) by the Named Insured at any time on written request.
(b) Where the Policy is terminated by the Insurer;
   
   (i) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
   
   (ii) where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.

(c) Where the Policy is terminated by the Named Insured;
   
   (i) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, and except in Quebec, subject to the retention of any minimum retained premium, provided by the Policy; or
   
   (ii) where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, and except in Quebec, subject to the retention of any minimum retained premium, provided by the Policy.

(d) Refund of premium may be made by money, postal or express company money order or by cheque payable at par.

(e) Except in Quebec, the 15 days or 30 days mentioned above in this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

(f) In Quebec, the Notice of Cancellation from the Insurer takes effect 15 days or 30 days after receipt by the Insured at the last known address.

(g) Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.

(h) In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include all or any part of any premium paid to the Insurer by an Agent unless actually paid to the Agent by the Insured.

10. WAIVER: No notice to any Agent or knowledge possessed by any Agent or by any other person shall be held to effect a waiver or change in any part of this Policy. The terms of this Policy shall not be waived or changed except by endorsement issued to form a part of this Policy.

11. ASSIGNMENT: Assignment of interest under this Policy shall not bind the Insurer until their consent is endorsed on this Policy, except through change of title by succession, death or proceedings under any bankruptcy act.

12. SPECIAL STATUTES: If any condition of this Policy, relating to limitation of time for notice of accident or for instituting legal proceedings, is at variance with any specific statutory provision in the province in which the accident occurs such statutory provision shall be substituted for such condition.

13. CROSS LIABILITY and SEPARATION OF INSURED: The insurance as is afforded by this Policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate Policy had been issued to each Insured. The inclusion under this Policy of more than one Insured shall not operate to increase the limit of liability under this Policy.

Any breach of a condition of this Policy by any Insured shall not affect the protection given by this Policy to any other Insured who is not, or was not, a party to such breach of condition.
14. **DEDUCTIBLE CLAUSE:**

**Coverage A**
The Insured shall pay the amount stated in the Declarations for this form as Deductible or Deductible - U. S. Claims for each and every claim under Insuring Agreement 1(c) (“Property Damage”). If more than one claim arises or results from a single “occurrence”, the deductible amount shall only apply once.

**Coverage D**
The amount stated in the Declarations for this form as Deductible shall be deducted from the amount of each claim covered under the terms of this Form and the Insurer shall be liable for loss only in excess of that amount. However, this deductible shall not be applied to claims arising out of the perils of fire, “explosion”, smoke and sprinkler leakage.

The terms of the Policy, including those with respect to notice of accident or “occurrence” and the Insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

The Insurer may pay part or the entire deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

15. **REIMBURSEMENT CLAUSE:** Applicable to COVERAGE A

In the event a claim payment is made by the Insurer, the Insured shall reimburse the Insurer with respect to all claims, legal fees and adjusting expenses combined in any one accident or “occurrence”, up to the Deductible amount stated in the Declarations for this form as Reimbursement or Reimbursement – US Claims, and the Insurer shall only be liable for loss, damage or expense in excess of that amount.

The terms of the Policy, including those with respect to notice of accident or “occurrence” and the Insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the reimbursement.

16. **CURRENCY CLAUSE:** All Limits of Liability and amounts of insurance in the Declarations are in Canadian currency.
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
   SEE POLICY DECLARATIONS

   POSTAL ADDRESS
   (Including County or District)
   SEE POLICY DECLARATIONS

   Applicant is:
   (State whether Individual, Partnership, Corporation, Municipality or Estate)
   SEE POLICY DECLARATIONS

2. Policy Period
   12.01 A.M. STANDARD TIME AT THE APPLICANT'S ADDRESS
   From
   SEE POLICY DECLARATIONS 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 KNOWN TO THE INSURER

4. The Applicant's Partners, Officers, Employees And Agents As Of The Date Of This Application Are As Follows:
   Partners, Officers And Employees Who Regularly Use Automobiles Not Owned By The Applicant In His Business. All Other Partners, Officers And Employees
   LOCATION
   CLASS A1
   Private Passenger
   Number
   Rate
   Premium
   Number
   Rate
   Premium
   AS KNOWN TO THE INSURER

   LOCATION
   CLASS B
   Number
   Rate
   Premium
   Number
   AS KNOWN TO THE INSURER

   LOCATION
   CLASS C
   Number
   Rate
   Premium
   Number
   AS KNOWN TO THE INSURER

5. "HIRED AUTOMOBILES" - THE AUTOMOBILES HIRED BY THE APPLICANT ARE AS follows:
   TYPE OF AUTOMOBILE
   ESTIMATED COST OF HIRE
   RATES PER $100 OF COST OF HIRE
   ADVANCE PREMIUM
   COVERED, IF ANY, SUBJECT TO PREMIUM ADJUSTMENT
   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 & DESCRIPTION OF USE
   ESTIMATED CONTRACT COST
   RATES PER $100 OF CONTRACT COST
   ADVANCE PREMIUM
COVERED, IF ANY, SUBJECT TO PREMIUM ADJUSTMENT

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.

<table>
<thead>
<tr>
<th>NSURING AGREEMENT</th>
<th>PERILS</th>
<th>LIMIT</th>
<th>(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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION A</td>
<td>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</td>
<td>$ IN ACCORDANCE WITH POLICY LIMITS</td>
<td>$ INCLUDED</td>
</tr>
</tbody>
</table>

Endorsements

MINIMUM RETAINED PREMIUM $ TOTAL PREMIUM $ INCLUDED

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.

AS KNOWN TO THE 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

AS KNOWN TO THE INSURER AS KNOWN TO THE INSURER

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

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

INSURING AGREEMENT

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

SECTION A - THIRD PARTY LIABILITY

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

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

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

(a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or

(b) for any liability imposed upon any person insured by this Policy (Not applicable in the Province of Ontario)
1) by any workmen's compensation law; or
2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

(c) for 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

(d) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this Policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

ADDITIONAL AGREEMENTS OF INSURER

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

1. upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this Policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and

2. to defend in the name and on behalf of any person insured by this Policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and

3. to pay all costs taxed against any person insured by this Policy in any civil action defended by the Insurer and any interest accruing after entry of judgement upon that part of the judgement which is within the limits of the Insurer's liability; and

4. in the case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and

5. be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in Section A of Item 7 of the application; and

6. not set up any defence to a claim that might not be set up if the Policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

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

(a) by the acceptance of this Policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;

(b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.

GENERAL PROVISIONS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

STATUTORY CONDITIONS
In addition to the Statutory Conditions that follow: The Statutory Conditions for Non-Owned Automobile Insurance as set out in the Insurance Act of the Province in which this Policy covers shall form part of the Policy.
The following Statutory Conditions apply to automobile policies in the Province of Alberta and in other jurisdictions if prescribed by legislation. In any jurisdiction requiring the following statutory conditions and in the event of any disagreement between these statutory conditions and other provisions of this Non-Owned Automobile coverage, the relevant statutory condition(s) applies.

STATUTORY CONDITIONS

In these statutory conditions, unless the context otherwise requires, “insured” means a person insured by the contract whether named in the contract or not.

MATERIAL CHANGE IN RISK 1(1) The insured named in the contract must promptly notify the insurer or its agent in writing of any change in the risk material to the contract and within the insured’s knowledge.

(2) Without restricting the generality of subparagraph (1) of this condition, “change in the risk material to the contract” includes

a) any change in the insurable interest of the insured named in the contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the Bankruptcy and Insolvency Act (Canada), and
b) in respect of insurance against loss of or damage to the automobile,
   (i) any mortgage, lien or encumbrance affecting the automobile after the application for the contract, and
   (ii) any other insurance of the same interest, whether valid or not, covering loss or damage insured by the contract or any portion of the contract.

PROHIBITED USE BY INSURED 2(1) The insured must not drive or operate the automobile

(a) unless the insured is for the time being either authorized by law or qualified to drive or operate the automobile,
(b) while the insured’s licence to drive or operate an automobile is suspended or while the insured’s right to obtain a licence is suspended or while the insured is prohibited under order of any court from driving or operating an automobile,
(c) while the insured is under the age of 16 years or under any other age prescribed by the law of the province in which the insured resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the insured,
(d) for any illicit or prohibited trade or transportation, or
(e) in any race or speed test.

PROHIBITED USE BY OTHERS 2(2) The insured must not permit or allow the use of the automobile

(a) by any person
   (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile, or
   (ii) while that person is under the age of 16 years or under any other age prescribed by the law of the province in which the person resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person,
(b) by any person who is a member of the household of the insured while the person’s licence to drive or operate an automobile is suspended or while the person’s right to obtain a licence is suspended or while the person is prohibited under order of any court from driving or operating an automobile,
(c) for any illicit or prohibited trade or transportation, or
(d) in any race or speed test.

REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY 3(1) The insured must

(a) promptly give to the insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident,
(b) verify by statutory declaration, if required by the insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under the contract, and
(c) forward immediately to the insurer every letter, document, advice or writ received by the insured from or on behalf of the claimant.

(2) The insured must not

(a) voluntarily assume any liability or settle any claim except at the insured’s own cost, or
(b) interfere in any negotiations for settlement or in any legal proceeding.

(3) The insured must, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness, and must cooperate with the insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE 4(1) When loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by the contract,

(a) promptly give notice of the loss or damage in writing to the insurer with the fullest information obtainable at the time,
(b) at the expense of the insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and
(c) deliver to the insurer within 90 days after the date of the loss or damage a statutory declaration stating, to the best of the insured’s knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the automobile, the encumbrances on the automobile, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.
(2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subparagraph (1) of this condition is not recoverable under the contract.

(3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, may be undertaken and no physical evidence of the loss or damage may be removed
   (a) without the written consent of the insurer, or
   (b) until the insurer has had a reasonable opportunity to make the inspection for which provision is made in Statutory Condition 5.

(4) The insured must submit to examination under oath and must produce for examination at any reasonable place and time designated by the insurer or its representative all documents in the insured’s possession or control that relate to the matters in question, and the insured must permit extracts and copies of the documents to be made.

(5) The insurer is not liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deductions for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the automobile, or any part of the automobile, with material of similar kind and quality, but if any part of the automobile is obsolete and unavailable, the liability of the insurer in respect of the automobile is limited to the value of that part at the time of loss or damage, not exceeding the maker’s latest list price.

(6) Except where a dispute resolution process has been initiated, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar kind and quality if, within 7 days after the receipt of the proof of loss, it gives written notice of its intention to do so.

(7) There must be no abandonment of the automobile to the insurer without the insurer’s consent.

(8) If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, vests in the insurer.

(9) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount of the loss or damage, those questions must be determined by a dispute resolution process as provided under the Insurance Act before there can be recovery under the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.

(10) There is no right to a dispute resolution process until
    (a) a specific demand for it is made in writing, and
    (b) the proof of loss has been delivered.

INSPECTION OF AUTOMOBILE 5 The insured must permit the insurer at all reasonable times to inspect the automobile and its equipment.

TIME AND MANNER OF PAYMENT OF INSURANCE MONEY 6(1) The insurer must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted under Statutory Condition 4(9), within 15 days after the decision is rendered.

(2) The insured may not bring an action to recover the amount of a claim under the contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided for under Statutory Conditions 3 and 4 or by a judgment against the insurer after trial of the issue, or by agreement between the parties with the written consent of the insurer.

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

TERMINATION 8 (1) The contract may be terminated
    (a) by the insurer giving to the insured 15 days’ notice of termination by registered mail or 5 days’ written notice of termination personally delivered, or
    (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,
    (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified, and
    (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund must be made as soon as practicable.

(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event may the short rate premium for the expired term be deemed to be less than any minimum retained premium specified.

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured’s postal address.
NOTICE 9

(1) Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest postal address as notified to the insurer.

(3) In this condition, "registered" means registered in or outside Canada.
SEF No. 99 Excluding Long Term Leased Vehicle Endorsement

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

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

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

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.
Amended Professional Services Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT APPLIES TO THE GENERAL LIABILITY SECTION(S) OF THE POLICY.

It is understood and agreed that Exclusion 8 under Section I, Coverage A, of LR20 Commercial General Liability Max, or LR10 Commercial General Liability, whichever is applicable, is amended to read as follows:

8. This insurance does not apply to the rendering of or failure to render any professional service except the services rendered by first aid personnel.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.
Abuse Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement applies to SECTION I – COVERAGES, COVERAGE A – “BODILY INJURY”, “PERSONAL INJURY” AND “PROPERTY DAMAGE” LIABILITY of LR20 Commercial General Liability Max.

LR20 Commercial General Liability Max is amended as follows:

This Insurance does not apply to Abuse

(a) Claims or actions arising directly or indirectly from “abuse” committed or alleged to have been committed by an Insured, including the transmission of disease arising out of any act of “abuse”.

(b) Claims or actions based on the Named Insured’s practices of employee hiring, acceptance of volunteer workers or supervision of any person alleged to have committed “abuse”.

(c) Claims or actions alleging knowledge of any Insured of, or failure to report, the alleged ‘abuse” to the appropriate authority(ies).

Definition:

For the purposes of the endorsement

“Abuse” means

 a) Intentional misconduct or transgression, including corporal punishment, harassment, physical maltreatment, verbal maltreatment and sexual or physical exploitation; or

 b) (when defined as an offence under the Criminal Code of Canada), any actual sexual conduct, actual sexual assault or actual sexual misconduct;

out of which:

 i) physical or emotional pain to another arises;
 ii) physical or emotional suffering of another arises;
 iii) impairment of another’s physical or mental health well being arises.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.
Coverage Territory Amendment – Canada only

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ATTACHED TO AND FORMING PART OF THE LR20 COMMERCIAL GENERAL LIABILITY MAX, OR LR10 COMMERCIAL GENERAL LIABILITY, WHICHEVER IS APPLICABLE.

In consideration of the reduced premium charged, the “Coverage Territory” as defined in the Section III - Definitions is deleted and replaced by the following:

The coverage provided by this Policy shall apply only in Canada and shall not apply anywhere else in the world. All claims, actions, proceedings, demands and suits must be brought in Canada and not anywhere else in the world.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.
Various provisions in this Form restrict coverage. Read the entire Form carefully to determine rights, duties and what is and is not covered.

The word “Insured” means any person qualifying as such under Section II Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning as defined in Section VII Definitions.

Section I Coverage

In consideration of the payment of premium and in reliance upon representations made to the Insurer during the process of obtaining this insurance and subject to the Limits of Insurance shown in the “Declaration Page(s)”, and all the exclusions, terms and conditions of this Form, the Insurer agrees with the Insured as follows:

1. Insuring Agreement
   a. The Insurer will pay those sums in excess of the Deductible as described in Section IV Deductible that the Insured becomes legally obligated to pay as “damages” because of acts, errors or omissions to which this insurance applies. The Insurer will have the right and duty to defend any “action” seeking those “damages” and to pay for the “defence costs”. This right and duty is limited as described under item 3. – Defence and Settlement. But each payment the Insurer makes for “damages” or “defence costs” reduces the available Limit of Insurance as described in Section III Limits of Insurance.

   No other obligation or liability to pay sums or perform acts or services is covered except as provided under item 3. Defence and Settlement.

   b. This insurance applies to acts, errors or omissions only if:
      (1) The act, error or omission takes place in the “coverage territory” and either:
         (a) during the “policy period”; or
         (b) before the inception date of this insurance, but after the retroactive date, if any, shown on the “Declaration Page(s)”, provided that on the inception date of this insurance the Insured did not know, and could not have reasonably foreseen, that such act, error or omission could give rise to a “claim”.
      (2) A “claim” is first made against any Insured in accordance with paragraph c. below, during the “policy period” and is reported to the Insurer no later than thirty (30) days after the expiration of the “policy period”. Such reports shall be made as described in Section VI Conditions, Condition 5 – Duties in the Event of Act, Error, Omission, “Claim” or “Action”. A “claim” first made against any Insured in accordance with paragraph c. below during any Extended Reporting Period the Insurer may provide shall be deemed to have been made on the last day of the “policy period”.
      (3) The act, error or omission (i) is by the Insured or by any person or organization for whose acts, errors or omissions the Insured is legally responsible, and (ii) arises out of the Professional Services shown in the “Declaration Page(s)”.
   c. A “claim” will be deemed to have been made at the earlier of the following times:
      (1) When notice of such “claim” is received by the Insurer; or
      (2) When the Insurer receives notice that the Insured has become aware of any act, error or omission which may subsequently give rise to a “claim” being made against any Insured. This provision only applies when the Insured gives written notice to the Insurer of such circumstances, as described in Section VI Conditions, Condition 5, no later than the end of the “policy period”.

   All “claims” based on or arising out of:
      (a) the same act, error or omission; or
      (b) related acts, errors or omissions
   by one or more Insureds shall be considered first made when the first of such “claims” is made against any Insured

2. Extended Reporting Periods
   1. The Insurer will provide an automatic Extended Reporting Period, as described in Item 3. of this section, if:
      a. This Form is cancelled or not renewed for any reason, other than for non-payment of premium; or
      b. The Insurer renews or replaces this Form with insurance that:
         (1) Provides claims made coverage for “Injury”; and
         (2) Has a Retroactive Date later than the date shown on the “Declaration Page(s)” applicable to this Form; or
c. The Insurer replaces this Form with other insurance that applies to “injury” on other than a claims made basis.

2. If the Insurer provides an Extended Reporting Period, the following is added to paragraph 1a. of SECTION I – COVERAGE:

A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the “policy period” provided that the “claim” is for “damages” because of “injury” that occurred before the end of the “policy period” of this Form, (but not before any applicable Retroactive Date).

3. The automatic Extended Reporting Period will be as set forth in either a. or b. below:

a. 60 days, starting with the end of the “policy period” of this Form provided without additional charge.

b. One year, starting with the end of the “policy period” of this Form. This automatic Extended Reporting Period applies only to “claims” as a result of “injury” of which the Insurer is notified after the Retroactive date, if any, shown in the “Declaration Page(s)”, but not later than 60 days after the end of the “policy period” of this Form. Notification of the “injury” must be in accordance with paragraph 5 a. of SECTION V – CONDITIONS (Duties in The Event of “Injury”, “Claim” or “Action”). The additional premium will not exceed 100% of the annual Premium for this Form.

4. Extended Reporting Periods do not reinstate or increase the Limits of Insurance or extend the “Policy Period”.

5. “Claims” that are first made and reported to the Insurer during an Extended Reporting Period will be deemed to have been made on the last day of the “policy period”.

3. Defence and Settlement

a. The Insurer has the right and duty to defend “claims” or “actions” against the Insured for “loss” to which this Form applies. The Insurer may make:

(1) such investigation of any “claim” or “action”; and

(2) with the written consent of the Insured, such settlement within the applicable Limit of Insurance available as the Insurer thinks appropriate.

If the Insured refuses to consent to any settlement or compromise the Insurer recommends that is also acceptable to the claimant, the Insured shall thereafter negotiate and defend that “claim” or “action” at such Insured’s own cost and without the Insurer’s involvement. When this happens, the Insurer’s liability under this Form for such “claim” or “action” shall not exceed the amount the Insured would have paid for “damages” and “defence costs” if the Insured had consented at that time.

b. The Insurer’s right and duty to defend such “claims” or “actions” ends when the Insurer has used up the Limit of Insurance applicable, as provided under Section III Limits Of Insurance. This applies both to “claims” and “actions” pending at that time and those filed thereafter.

c. When the Insurer control the defence of a “claim” or “action”, the Insurer will pay for the “defence costs”. If by mutual agreement or court order the Insured assumes control before the applicable Limit of Insurance available is used up, the Insurer will reimburse the Insured for reasonable “defence costs”. In either case, however, the amounts the Insurer pays for “defence costs” are subject to the Deductible as described in Section V Exclusions and will reduce the Limits of Insurance available, as provided under Section IV Deductible.

d. As soon as practicable after the Insurer becomes aware that the Limit of Insurance is used up:

(1) the Insurer will notify the Insured of any outstanding “claims” and “actions” subject to that limit; and

(2) the Insured will then arrange to assume control of the defence of all such “claims” and “actions” against any other Insured when the Insurer’s right and duty to defend them ends.

e. The Insurer will assist the Insured in the transfer or control of the defence of “claims” and “actions” under c. and d. above. Until such arrangements are completed, the Insurer will take on behalf of any Insured those steps that the Insurer thinks appropriate:

(1) to avoid a default in any “claim” or “action”; or

(2) to the continued defence of a “claim” or “action”.

The Insured agrees that if the Insurer takes such steps:

(1) the Insurer does not waive or give up any rights under this insurance; and

(2) the Insurer will reimburse the Insurer for any “defence costs” that arise out of such steps if the Limit of Insurance available has been used up.
Section II Who Is An Insured

1. If the Named Insured is designated in the “Declaration Page(s)” as:
   a. An individual, the Named Insured and the Named Insured’s spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
   b. A partnership or joint venture, the Named Insured is an Insured. The Named Insured’s members and partners and their spouses are also Insureds, but only with respect to the conduct of the Named Insured’s business.
   c. An organization other than a partnership or joint venture, the Named Insured is an Insured. The Named Insured’s executive officers and directors are Insureds, but only with respect to their duties as the Named Insured’s directors or officers. The Named Insured’s stockholders are also Insureds, but only with respect to the Named Insured’s liability as stockholders.

2. Any employee of the Named Insured’s, but only for acts, errors or omissions within the scope of their employment by the Named Insured.

3. Any heirs, executors, administrators, assignees or legal representatives of any individual Insured above, in the event of his or her death, incapacity or bankruptcy, but only to the same extent as coverage would have applied directly for such individual Insured.

Section III Limits Of Insurance

1. The Limits of Insurance shown in the “Declaration Page(s)” and the rules below fix the most the Insurer will pay regardless of the number of:
   a. insureds;
   b. “claims” made or “actions” brought; or
   c. persons or organizations making “claims” or bringing “actions”.

2. The Aggregate Limit is the most the Insurer will pay in excess of the Deductible for the sum of all “damages” and “defence costs” under this Form.

3. Subject to 2. above, the Each Claim Limit is the most the Insurer will pay in excess of the Deductible for the sum of all “damages” and “defence costs” arising out of any one “claim”. Multiple “claims” arising out of or related to one act, error or omission or to a series of related acts, errors or omissions shall be treated as one “claim” that is subject to one Each Claim Limit.

4. The Aggregate Limit applies separately to each consecutive annual period, and to any remaining period of less than 12 months, starting with the beginning of the “policy period” shown in the “Declaration Page(s)”, unless the “policy period” is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

Section IV Deductible

1. The coverage provided by this Form is subject to the Deductible amount shown on the “Declaration Page(s)”.

2. The Deductible amount shown on the “Declaration Page(s)” applies to the sum of:
   a. all “damages” sustained as a result of:
      (1) one act, error or omission; and
      (2) all related acts, errors or omissions; and
   b. all “defence costs” related to such “damages”.

3. The terms of this insurance, including those with respect to:
   a. the Insurer’s right and duty to defend any “actions” seeking those “damages”; and
   b. any Insured’s duties in the event of an act, error or omission, “claim” or “action”,
   apply irrespective of the application of the Deductible amount.

4. Subject to the provisions of Section I Coverage, Item 3. Defence and Settlement – the Insurer may pay any part or all of the Deductible amount to effect settlement of any “claim” or “action” and, upon notification of the action taken, the first Named Insured shall promptly reimburse the Insurer for such part of the Deductible amount as has been paid by the Insurer.

Section V Exclusions

This insurance does not apply to any “claim”:

a. arising out of “injury”, “property damage”, “personal injury”, or “advertising injury”.

b. arising out of the alleged or actual breach of an agreement, contract, guarantee or warranty, including any contract or agreement in which the Insured has agreed to assume the liability of another. This exclusion does not apply to liability for “damages” that the Insured would have in the absence of the contract or agreement.

c. arising out of liability imposed on the Insured or the Insured’s Insurer under any workers compensation, unemployment compensation or disability benefits law or any similar law.
d. by or on behalf of or relating to:
   (1) A person arising out of any:
       (a) refusal to employ that person;
       (b) termination of that person’s employment; or
       (c) employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
   (2) The spouse, child, parent, brother or sister of that person as a consequence of “injury” to that person at whom any of the employment-related practices described in paragraphs a., b. or c. above is directed.
   This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay “damages” because of such “injury”.

e. (1) which arises out of or would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.
   (2) for any loss, cost or expense arising out of any:
       (a) request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to or assess the effects of “pollutants”; or
       (b) “claim” or “action” by or on behalf of a governmental authority for “damages” because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, decontaminating, stabilizing, remediating or neutralizing, or in any way responding to, or assessing the effects of “pollutants”; or
       (c) Insured’s act, error or omission in complying with, enforcing or enacting any rule, ordinance, law or regulation having to do with the prevention, mitigation, monitoring, clean up, removal, containment, treatment, detoxification, neutralization, or assessment of the effects of “pollutants”.
   “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

f. arising out of any Insured’s:
   (1) obligations as a fiduciary or in any fiduciary capacity or in giving investment advice; or
   (2) administration of any employee benefit plan or self-insurance fund.

g. based upon, arising out of, in consequence of, or in any way relating to any prior or pending litigation.

h. arising as a result of the insolvency of the Insured.

i. arising out of, or contributed to, or attributable to any act, error or omission of the Insured that is dishonest, fraudulent, criminal, malicious or involves the Insured gaining profit, advantage or remuneration to which the Insured is not entitled. This knowledge also applies to any willful misconduct of the Insured committed with knowledge that the misconduct is a tort or is unlawful or with reckless disregard as to whether the misconduct is a tort or is unlawful.

j. arising out of or contributed to by any Insured failing to effect or maintain, effecting or maintaining, or counselling with respect to any insurance, any bond or any self-insurance fund.

k. arising out of copyright, patent or trademark infringement or plagiarism.

l. arising out of any alleged or actual unlawful restraint of trade, antitrust or unfair business or trade practices under any federal, provincial or municipal law, statute, rule or regulation.

m. arising out of the inability or the failure to pay or collect taxes or other funds.

n. made by any Insured under this Form against any other such Insured.

o. made by or against any business enterprise which is not shown in the “Declaration Page(s)” as a Named Insured and which:
   (1) is wholly or partially owned by any Insured;
   (2) is a parent, subsidiary, affiliated or sister company of any Insured;
   (3) wholly or partially owns any Insured; or
   (4) controls, operates or manages any Insured.

p. for:
   (1) erasure, destruction, corruption, misappropriation, misinterpretation of “data”; or
   (2) erroneously creating, amending, entering, deleting or using “data”; and any loss of use arising therefrom.

q. arising out of the distribution or display of “data”, by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of “data”.

r. arising directly or indirectly, in whole or in part, out of “Terrorism” or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate “Terrorism”. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “claim”.

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s. (1) or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”;

(2) for any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of, “fungi” or “spores”; or

(3) for any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the “claim”, damage or activity referred to in (1), or (2), above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the “claim”, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the “claim”, damage, expenses or costs.

t. for liability, whether actual or alleged, in respect of loss or losses, damage, cost or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever Form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “claim”, loss, damage, cost or expense.

Section VI Conditions

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured’s estate will not relieve the Insurer of their obligations under this Form.

2. Canadian Currency Clause

All Limits of Insurance, premiums and other amounts as expressed in this Form are in Canadian currency.

3. Cancellation

a. The first Named Insured shown in the “Declaration Page(s)” may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

b. The Insurer may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   (1) fifteen (15) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or

   (2) thirty (30) days before the effective date of cancellation if the Insurer cancels for any other reason.

Except in Quebec, if notice is mailed, cancellation 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 cancellation. Proof of mailing will be sufficient proof of notice. In Quebec, cancellation takes effect either 15 or 30 days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for cancellation.

c. The Insurer will mail or deliver the notice to the first Named Insured’s last mailing address known to the Insurer.

d. The “policy period” will end on the date cancellation takes effect.

e. If this policy is cancelled, the Insurer will send the first Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

4. Changes

This Form contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the “Declaration Page(s)” is authorized to make changes in the terms of this Form with the Insurer’s consent. This Form’s terms can be amended or waived only by endorsement issued by the Insurer, and made part of this Form.

5. Duties In The Event Of Act, Error, Omission, “Claim” Or “Action”

a. The Insured must see to it that the Insurer is notified as soon as practicable of any act, error or omission which may result in a “claim”. The date this is reported to the Insurer may be deemed to be the date any actual resulting “claim” is first made as described in the Insuring Agreements. To qualify under that provision, notice must include:

   (1) how, when and where the act, error or omission took place;

   (2) the names and addresses of any injured persons or organizations and any witnesses; and

   (3) the nature of any “damages” that may result.

Notice of an act, error or omission is not notice of a “claim”.

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b. If a “claim” is received by any Insured, the Named Insured must:
   (1) immediately record the specifics of the “claim” and the date received; and
   (2) notify the Insurer as soon as practicable.
   The Named Insured must see to it that the Insurer receives written notice of the “claim” as soon as practicable.

c. The Named Insured and any other involved Insured must:
   (1) immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the “claim” or an “action”;
   (2) authorize the Insurer to obtain records and other information;
   (3) co-operate with the Insurer in the investigation, settlement or defence of the “claim” or “action”; and
   (4) assist the Insurer, upon their request, in the enforcement of any right against any person or organization which may be liable to the Insured because of “damages” to which this insurance may also apply.

d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without the Insurer’s written consent.

6. Examination of the Named Insured’s Books and Records
   The Insurer may examine and audit the Named Insured’s books and records as they relate to this Form at any time during the “policy period” and up to three years afterward.

7. Legal Action Against The Insurer
   No person or organization has a right under this Form:
   a. to join the Insurer as a party or otherwise bring the Insurer into an “action” asking for “damages” from an Insured; or
   b. to sue the Insurer under this Form unless all of its terms have been fully complied with.
   A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but the Insurer will not be liable for “damages” that are not payable under the terms of this Form or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant’s legal representative. Every “action” or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or agreed settlement and not afterwards. If this Form is governed by the law of Quebec every “action” or proceeding against the Insurer shall be commenced within three years from the time the right of “action” arises.

8. Other Insurance
   If other valid and collectible insurance is available to the Insured for “damages” cover under this Form, the Insurer’s obligations under this Form are limited as follows:
   a. As this insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of the Limits of Insurance applicable to this Form, the Insurer will pay only the Insurer’s share of the amount of “damages”, if any, that exceeds the sum of:
      (1) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
      (2) the total of all deductible and self-insured amounts under this or any other insurance.
   b. The Insurer will have no duty under this Form to defend any “claim” or “action” that any other Insurer has a duty to defend. If no other Insurer defends, the Insurer may undertake to do so, but the Insurer will be entitled to the Insured’s rights against all other Insurers.

9. Premium Audit
   a. The Insurer will compute all premiums for this Form in accordance with the Insurer’s rules and rates.
   b. Premium shown as advance premium in the “Declaration Page(s)” applicable to this Form is a deposit premium only. At the close of each audit period, the Insurer will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the “policy period” is greater than the earned premium, the Insurer will return the excess to the first Named Insured, but not if such audit premium is less than the Minimum Premium shown in the “Declaration Page(s)”.
   c. The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

10. Premiums
   The first Named Insured shown in the “Declaration Page(s)”:
   a. is responsible for the payment of all premiums; and
   b. will be the payee for any return premiums the Insurer pays.
11. **Representations**

By accepting this Form, the Named Insured agrees that:

a. the information shown on the “Declaration Page(s)” is accurate and complete;

b. the information is based upon representations the Named Insured made to the Insurer in the Named Insured’s application(s) for this Form and such application will be deemed to be a part of this Form as if it had been physically attached;

c. the Insurer has issued this Form in reliance upon the Named Insured’s representations; and

d. except as otherwise provided in this Form or by law, this coverage is void in any case of fraud or if any Insured intentionally conceals or misrepresents any material facts concerning this coverage, in the Named Insured’s application(s) for this Form or otherwise.

12. **Separation of Insureds**

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

a. as if each Named Insured were the only Named Insured; and

b. separately to each Insured against whom “claim” is made or “action” is brought.

13. **Sole Agent**

The first Named Insured shown in the “Declaration Page(s)” is authorized to act on behalf of all Insureds with respect to giving or receiving notice of cancellation or non-renewal, receiving refunds, requesting “claim” and act, error and omission information, requesting any Extended Reporting Period and agreeing to any changes in this Form.

14. **Transfer Of Rights Of Recovery Against Others To The Insurer**

If the Insured has rights to recover all or part of any payments the Insurer has made under this Form, those rights are transferred to the Insurer. The Insured must do nothing before or after an act, error or omission to impair them. At the Insurer’s request, the Insured will bring an “action” or transfer those rights to the Insurer and help the Insurer enforce them.

15. **Transfer Of The Named Insured’s Rights And Duties Under This Form**

The Named Insured’s rights and duties under this Form may not be transferred without the Insurer’s written consent except in the case of death of an individual Named Insured.

**Section VII Definitions**

1. “abuse” means, but is not limited to, sexual, physical, mental, psychological, or emotional abuse or molestation, sexual harassment, sexual assault, assault or battery.

2. “action” means a civil proceeding in which “damages” because of an act, error or omission to which this insurance applies are alleged. “Action” includes:

   a. an arbitration proceeding in which such “damages” are sought and to which the Insured must submit or submits with the Insurer’s consent; or

   b. any other alternative dispute resolution proceeding in which such “damages” are sought and to which the Insured submits with the Insurer’s consent.

3. “advertising injury” means injury arising out of one or more of the following offences:

   a. oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;

   b. oral or written publication of material that violates a person’s right of privacy;

   c. misappropriation of advertising ideas or style of doing business; or

   d. infringement of copyright.

4. “claim” means any demand upon the Insured for “damages” or services alleging liability of the Insured as the result of any act, error or omission.

5. “coverage territory” means Canada. Further, the act, error or omission must give rise to a “claim” or “action” instituted within Canada or the United States of America (including its territories and possessions).

6. “damages” means compensatory monetary amounts the Insured is legally obligated to pay as judgments, awards and settlements to which the Insurer has agreed in writing. “Damages” does not include:

   a. civil, criminal, administrative or other fines or penalties;

   b. any portion of a judgment or award that represents a multiple of the compensatory amounts;

   c. the restitution of consideration or expense paid to any Insured for services or goods;

   d. equitable relief; injunctive relief; declarative relief or any other relief or recovery other than monetary amounts; or

   e. judgments or awards from acts deemed uninsurable by law.
7. “data” means representations of information or concepts in any Form.
8. “Declaration Page(s)” means the Declaration Page(s) applicable to this Form.
9. “defence costs” means payments allocated to a specific “claim” or “action” for its investigation, settlement, or defence, including:
   a. counsel fees and all other litigation expenses;
   b. the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. The Insurer does not have to furnish these bonds;
   c. costs taxed against the Insured in the “action”;
   d. “pre-judgment interest” awarded against the Insured on that part of any judgment covered under this Form. If the Insurer offers the applicable Limits of Insurance in settlement of a “claim” or “action”, the Insurer will not pay any “pre-judgment interest” imposed or earned after the date of such offer; and
   e. interest on the full amount of any judgment that accrues after entry of the judgment and before the Insurer has paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of Section IV Limits Of Insurance.
   “Defence costs” do not include:
   a. salaries and expenses of the Insurer’s employees or the Insured’s employees other than that portion of the Insurer’s employed counsel’s fees, salaries and expenses allocated to a specific “claim” or “action”; or
   b. fees and expenses of independent adjusters the Insurer hires.
10. “fungi” includes, but is not limited to, any Form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any “Fungi” or “Spores” or resultant mycotoxins, allergens, or pathogens.
11. “injury” means bodily injury, sickness, or disease sustained by a natural person. This includes death, shock, fright, mental anguish, mental injury, or disability which result from any of these at any time.
12. “personal injury” means injury, other than “injury”, arising out of one or more of the following offences:
   a. false arrest, detention or imprisonment;
   b. malicious prosecution;
   c. wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
   d. oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services; or
   e. oral or written publication of material that violates a person’s right of privacy.
13. “pre-judgment interest” means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment whether or not made part of the settlement, verdict, award or judgment.
14. “property damage” means:
   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the act, error or omission that caused it.
15. “spores” includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any “fungi”.
16. “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.