



ECCLESIASTICAL

INSURANCE OFFICE plc

P.O. Box 2004, Suite 2200
20 Eglinton Avenue West,
Toronto, ON, M4R 1K8
Phone: (416) 484-4555
Fax: (416) 484-6352
www.ecclesiastical.ca

Policy No. 0040686NA01.2.0

Policy Renewal

NAME AND POSTAL ADDRESS OF INSURED

KNIGHTS OF 4TH DEGREE
244 NOTTINGHAM DRIVE,
OAKVILLE, ON, L6H 4H8

Broker: 72892

HKMB HUB INTERNATIONAL
900 595 BAY STREET
TORONTO, ON, M5G 2E3
(Phone 416-597-0008)

INSURANCE PERIOD

FROM TO

12:01am Standard Time at the
address of the insured as stated
above

| DAY | MO. | YEAR | DAY | MO. | YEAR |
|-----|-----|------|-----|-----|------|
| 01 | 01 | 2015 | 01 | 01 | 2016 |

Premium: \$1,500.00

In consideration of the payment of the premium, Insurance is provided subject to the Declarations, Terms and Conditions of the policy and its Forms only for the coverages for which specific Forms are attached and for which a specific Limit or Amount of Insurance or specific indication of coverage is stated hereunder during the specified policy period.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Ecclesiastical Insurance Office plc's insurance business in Canada.

Policy Forms Included:

- GA9001 - GENERAL POLICY CONDITIONS
- GA9008 - DECLARATION OF EMERGENCY ENDORSEMENT

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Loss, if any, Payable to the Insured

SCHEDULE

| DESCRIPTION | INSURANCE APPLICABLE | | | |
|---|----------------------|-----------|--------------------|------------|
| | DEDUCTIBLE | SECTION | LIMIT | PREMIUM |
| Location #1: 244 NOTTINGHAM DRIVE, OAKVILLE, ON L6H 4H8 | | | | |
| 1 Commercial General Liability - Form LA1001-100Jul06 | | | | |
| - Bodily Injury & Property Damage Liability, each Occurrence | | Liability | 3,000,000 | \$1,450.00 |
| - General Aggregate Limit | | Liability | 5,000,000 | |
| - Products/Completed Operations Aggregate Limit | | Liability | 3,000,000 | |
| - Personal & Advertising Injury Limit (Any one person or org.) | | Liability | 3,000,000 | |
| - Medical Payments (per person) | | Liability | 10,000 | |
| - Tenants' Legal Liability (any one premises) | 1,000 | Liability | 2,000,000 | |
| Voluntary Compensation For Employees/Volunteers - Form LA1034-100Jul07 | | Liability | See Policy Wording | |
| Employee Benefits (Errors & Omissions) | | Liability | | |
| - Employee Benefits - Each Claim - Form LA1004-101Dec07 | 1,000 | Liability | 3,000,000 | |
| - Employee Benefits - Aggregate - Form LA1004-101Dec07 | | Liability | 3,000,000 | |
| Media Expense Endorsement - LA1036-201Sep13 | | Liability | 50,000 | |
| - O.E.F. No. 98B - Reduction of Coverage for Lessees or Drivers of Leased Vehicles - Form AA3009-100Jan08 | | Liability | | |
| S.P.F. No. 6 - Standard Non-Owned Automobile Insurance - Form AA3001-100Jan06 | | Liability | 3,000,000 | \$50.00 |



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INSURANCE PERIOD

FROM TO

| | FROM | | | TO | | |
|---|------|-----|------|-----|-----|------|
| | DAY | MO. | YEAR | DAY | MO. | YEAR |
| 12:01am Standard Time at the address of the insured as stated above | 01 | 01 | 2015 | 01 | 01 | 2016 |

Premium: \$1,500.00

| | | | |
|--|-------|-----------|--------|
| S.E.F. No. 94 - Legal Liability for Damage to Hired Automobiles Endorsement - Form AA3004-100Jan06 | 1,000 | Liability | 50,000 |
| S.E.F. No. 96 - Contractual Liability Endorsement - Form AA3003-100Jan06 | | Liability | INCL |
| S.E.F. No. 99 - Excluding Long Term Leased Vehicle Endorsement - Form AA3005-100Jan06 | | Liability | INCL |
| 2 Extended Cancellation Clause - Sixty Day Cancellation Clause - Form GA9003-100Sep13 | | | \$0.00 |

IN WITNESS WHEREOF, the Company has caused this policy to be signed by one of its Directors, but the same shall not be binding upon the Company until countersigned by a duly authorised representative of the Company.

SIGNED FOR AND ON BEHALF OF THE COMPANY:

Chief Agent For Canada

DATE PRINTED: 2015-01-05

Countersigned:

Authorized Representative

Insured Copy - Page #2 of 2



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address of the insured as stated
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| DAY | MO. | YEAR | DAY | MO. | YEAR |
|-----|-----|------|-----|-----|------|
| 01 | 01 | 2015 | 01 | 01 | 2016 |

Premium: \$800.00

In consideration of the payment of the premium, Insurance is provided subject to the Declarations, Terms and Conditions of the policy and its Forms only for the coverages for which specific Forms are attached and for which a specific Limit or Amount of Insurance or specific indication of coverage is stated hereunder during the specified policy period.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Ecclesiastical Insurance Office plc's insurance business in Canada.

Policy Forms Included:

GA9001 - GENERAL POLICY CONDITIONS

GA9008 - DECLARATION OF EMERGENCY ENDORSEMENT

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Loss, if any, Payable to the Insured

SCHEDULE

| DESCRIPTION | INSURANCE APPLICABLE | | |
|--|----------------------|-----------|----------|
| | DEDUCTIBLE | LIMIT | PREMIUM |
| Location #1: 244 NOTTINGHAM DRIVE, OAKVILLE ON L6H 4H8 | | | |
| 1 Directors and Officers Insurance Policy (Non Profit Organizations) - Claims Made (Claims Made) – Form DA6030-100Oct13 | | | \$800.00 |
| Insuring Agreement (a) – (Side A coverage) - Each Loss | | 1,000,000 | |
| Insuring Agreement (b) – (Side B coverage) - Each Loss | 2,500 | 1,000,000 | |
| Insuring Agreement (c) – (Side C coverage) - Each Loss | 2,500 | 1,000,000 | |
| Insuring Agreement (d) – Employment Wrongful Act Each Loss | 5,000 | 1,000,000 | |
| Maximum Aggregate Limit of Liability Each Policy Year (applicable to all insuring agreements) | | 1,000,000 | |
| 2 Extended Cancellation Clause - Sixty Day Cancellation Clause - Form GA9003-100Sep13 | | | \$0.00 |

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| 01 | 01 | 2015 | 01 | 01 | 2016 |

Premium: \$800.00
Commission (%): 15.0

In consideration of the payment of the premium, Insurance is provided subject to the Declarations, Terms and Conditions of the policy and its Forms only for the coverages for which specific Forms are attached and for which a specific Limit or Amount of Insurance or specific indication of coverage is stated hereunder during the specified policy period.

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| Insuring Agreement (a) – (Side A coverage) - Each Loss | | 1,000,000 | |
| Insuring Agreement (b) – (Side B coverage) - Each Loss | 2,500 | 1,000,000 | |
| Insuring Agreement (c) – (Side C coverage) - Each Loss | 2,500 | 1,000,000 | |
| Insuring Agreement (d) – Employment Wrongful Act Each Loss | 5,000 | 1,000,000 | |
| Maximum Aggregate Limit of Liability Each Policy Year (applicable to all insuring agreements) | | 1,000,000 | |
| 2 Extended Cancellation Clause - Sixty Day Cancellation Clause - Form GA9003-100Sep13 | | | \$0.00 |

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| 01 | 01 | 2015 | 01 | 01 | 2016 |

Premium:

\$500.00

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| | LIMIT | PREMIUM |
| Location #1: 244 NOTTINGHAM DRIVE, OAKVILLE ON L6H 4H8 | | |
| Abuse Coverage (Occurrence Basis) - Form EA5004-301Feb09 | | |
| - Coverage A, B & C - Bodily Injury and Defense Costs (Combined Limit) | | \$500.00 |
| Coverage A & B - Each Occurrence | 250,000 | |
| Coverage A & B - Annual Policy Aggregate | 1,000,000 | |
| Coverage C - Each Criminal Proceeding | 10,000 | |
| Coverage C - Annual Policy Aggregate | 40,000 | |
| - Coverage D - Medical, Rehabilitation & Counselling Costs | | |
| Coverage D - Each Claimant\Third Party Liability Victim | 7,500 | |
| Coverage D - Annual Policy Aggregate | 30,000 | |
| - Coverage A, B, C & D - Annual Policy Aggregate | 250,000 | |
| 2 Extended Cancellation Clause | | \$0.00 |
| - Sixty Day Cancellation Clause - Form GA9003-100Sep13 | | |

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| Premium: | \$500.00 |
| Commission (%): | 15.0 |

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GENERAL POLICY SECTION

1. INSURER

Wherever the words 'insurer', 'company', 'we', 'our', 'us' appear on the Declaration Page or in the pages attached thereto, they refer to the Ecclesiastical Insurance Office plc.

2. INTERPRETATION

The declarations and the sections specified therein as being insured shall be deemed to be incorporated in and form part of this policy and the expression "this policy" wherever used in this contract shall be read as including the said declarations and sections. Conditions may be modified or supplemented by the riders or endorsement attached.

3. LIBERALIZATION

If during the period that insurance is in force under this policy any authorized endorsement or filed rules or regulations affecting it are revised by statute or otherwise so as to broaden the insurance without additional premium charged, such extended or broadened insurance shall inure to the benefit of the Insured hereunder.

4. CREDIT FOR EXISTING INSURANCE

Notice is hereby accepted that there may be 'other insurance' on some of the properties insured under this policy and provision for such 'other insurance' will be granted where the Insurer is provided with full details regarding such 'other insurance' and the appropriate limitation of liability is noted.

If at the time of any destruction of or damage to any property hereby insured such 'other insurance' shall be in force or there be any other insurance effected by or on behalf of the Insured covering any of the property destroyed or damaged, the liability of the Insurer hereunder shall be limited to its rateable proportion of such destruction or damage.

5. PRECAUTIONS

The Insured shall cause to be taken all reasonable precautions to prevent accidents and illness and shall exercise reasonable care in seeing that all statutory and other obligations and regulations imposed by any authority are duly observed and complied with and shall maintain the premises and all works machinery and plant in sound condition and if any defect be discovered by complaint or otherwise the Insured shall take immediate steps to remedy the same, and in the meantime shall cause such temporary precautions to be taken as the circumstances may require.

6. GENERAL INSURING AGREEMENT

In consideration of the premium specified and the statements contained in the Declarations and of the Conditions and Stipulations contained herein and in the documents attached hereto, the Insurer agrees to insure the Insured named in the Declarations to the extent provided by the documents attached, subject to the limit of insurance applying, for the specified Policy Period.

GENERAL POLICY CONDITIONS

UNLESS STATED OTHERWISE, THIS SECTION APPLIES TO ALL SECTIONS OF THIS POLICY EXCEPT THE NON-OWNED AUTOMOBILE INSURANCE COVERAGE OF THE COMPREHENSIVE GENERAL LIABILITY SECTION.

A. POLICY CONDITIONS APPLICABLE IN ALL PROVINCES EXCEPT QUEBEC

The following Statutory Conditions apply to the Property-Direct Damage and Property-Business Income Sections of this Policy, as well as to any other Section or part of a Section that provides insurance against loss of, or damage to Property arising from the peril of fire.

In addition, Statutory Conditions 5 and 15 apply as Policy Conditions to all other Sections, except as these Conditions may be varied in the Sections or by endorsements attached to the Policy

STATUTORY CONDITIONS

1. MISREPRESENTATION

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

2. PROPERTY OF OTHERS

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

3. CHANGE OF INTEREST

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

4. MATERIAL CHANGE

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

5. TERMINATION

- (1) This contract may be terminated,
 - (a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - (b) by the Insured at any time on request.
- (2) Where this contract is terminated by the Insurer.
 - (a) the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
(5) The thirty days mentioned in clause (a) of sub condition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. REQUIREMENTS AFTER LOSS

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

7. FRAUD

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

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss may be given, and proof of loss may be made, by the agent of the Insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

9. SALVAGE

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

10. ENTRY, CONTROL, ABANDONMENT

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

11. APPRAISAL

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

12. WHEN LOSS PAYABLE

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

13. REPLACEMENT

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

14. ACTION

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.*two years in Province of Manitoba and Yukon Territory.

15. NOTICE

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

B. TO THE EXTENT THAT THE CIVIL CODE OF THE PROVINCE OF QUEBEC IS APPLICABLE TO THIS CONTRACT, THE FOLLOWING GENERAL CONDITIONS APPLY.

GENERAL CONDITIONS

This policy is subject to the Civil Code of Québec

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

For all coverages except where inapplicable.

1. STATEMENTS

1.1 Representation of risk (Article 2408)

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

The client means the person submitting an insurance application.

1.2 Material change in risk (Articles 2466 and 2467)

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.

1.3 Misrepresentations or concealment (Articles 2410, 2411 and 2466)

Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the Client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

1.4 Warranties (Article 2412)

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

2. GENERAL PROVISIONS

2.1 Insurable interest (Articles 2481 and 2484)

(Applicable only to property insurance)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

2.2 Changes (Article 2405)

The terms of this policy shall not be waived or changed except by endorsement.

2.3 Assignment (Articles 2475 and 2476)

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

2.4 Books and records

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this policy and the three subsequent years.

2.5 Inspection

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, give the insured reports on the conditions found and recommend changes. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, properties or operations are safe or healthful or comply with laws, codes or standards.

2.6 Currency

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

3. LOSSES

3.1 Notice of loss (Article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

3.2 Information to be provided (Article 2471)

The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance, he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

3.3 False representation (Article 2472)

Any deceitful representation entails the loss or the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

3.4 Intentional Fault (Article 2464)

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

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

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

3.5 Notice to police (applicable to property insurance only)

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

3.6 Safeguarding and examination of property (Article 2495)

(applicable to property insurance only)

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable. The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer.

He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

3.7 Admission of liability and co-operation

The Insured shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only: Article 2504

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

3.8 Right of action (Article 2502)

(applicable to liability insurance only)

The insurer may set up against the injured third person any grounds he could have invoked against the insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss: the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

4. COMPENSATION AND SETTLEMENT

4.1 Basis of settlement Articles (2490. 2491. 2493)

(applicable to property insurance only,)

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of the loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of the insured property.

If the amount of insurance is less than the value of the property, the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity, in the event of partial loss.

4.2 Pair and set (applicable to property insurance only)

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

4.3 Parts (applicable to property insurance only)

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

4.4 Replacement (Article 2494)

(applicable to property insurance only)

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

4.5 Time of payment (Articles 1591, 2469 and 2473)

The Insurer shall pay the indemnity within sixty days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

Any outstanding premium may be deducted from the indemnity payable.

4.6 Property of others (applicable to property insurance only)

Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

4.7 Waiver

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

4.8 Limitation of action (Article 2925)

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

4.9 Subrogation (Article 2474)

The insurer is subrogated to the rights of the insured against the person responsible for the loss, up to the amount of indemnity paid.

The insurer may be fully or partly released from his obligation towards the insured where, owing to any act of the insured, he cannot be so subrogated.

5. OTHER INSURANCE

5.1 Property insurance (Article 2496)

The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the Insurer or Insurers of his choice, each being liable only for the amount he has *contracted* for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured.

Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

5.2 Liability insurance

The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance, When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess

or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

Contribution by equal share:

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

Contribution by limits:

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

6. CANCELLATION (Articles 2477 and 2479)

This policy may be cancelled at any time.

- (a) By mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the insured shall therefore be entitled to a refund of the excess of the premium actually paid over the short term rate for the expired time.
- (b) By the Insurer giving written notice to each Named Insured. Termination takes effect fifteen days following receipt of such notice by the Insured at his last known address and the Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

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

7. NOTICE

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

Notice may be given to the named Insured by letter personally delivered to him or by mail addressed to him at his last known address. It is incumbent upon the sender to prove that such notice was received.

ADDITIONAL POLICY CONDITIONS APPLICABLE IN ALL PROVINCES

Unless otherwise indicated, the following conditions apply to all Sections of the Policy. These Conditions may be varied in the Sections or by endorsements attached to the Policy.

1. TERRITORIAL LIMITATIONS

This Policy, subject to all its terms and conditions, provides coverage only within Canada and the continental United States, except for Personal Injury Liability and Property Damage Liability insurance, for which coverage is afforded anywhere in the world provided that suit for such damages is brought within Canada or the continental United States.

2. NOTICE TO AUTHORITIES

Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction. If securities are insured under this Policy the Insured shall take all reasonable means to prevent their negotiation, sale or retirement in the event of loss thereof.

3. SUBROGATION

The Insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against others and may bring action in the name of the Insured to enforce such rights. The Insured shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the lost or damage suffered, that amount shall be divided between the insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover under this Policy.

4. WAIVER OR CHANGE OF CONDITIONS

No provision or condition of this Policy shall be waived or altered except by endorsement issued to form a part hereof signed by a duly authorized representative of the Insurer.

5. INSPECTION AND AUDIT

The Insurer or its duly authorized representative shall be permitted at all reasonable times during the term of this Policy, and within a year after expiration, to inspect the Insured's premises and operations and to audit the Insured's books and records as far as they relate to the premium bases or the subject matter of this insurance. The Insurer assumes no responsibility and waives no rights by reason of such inspection or audit or the omission thereof.

6. WAR RISK EXCLUSION

This Policy does not insure against loss, destruction or damage caused by civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

7. LOSS CLAUSE (not applicable to Liability Section)

Any loss under this Policy does not reduce the amount of this insurance.

8. DEDUCTIBLE CLAUSE (not applicable to Liability Section)

Under the Property Direct Damage and Property Business Income Sections, the Insurer will be liable only for the amount by which the loss or damage under one or both sections exceeds the deductible sum stated in the Declarations in any one occurrence. In the event of a single loss involving two or more separate coverages with deductibles, the largest deductible will apply.

Under all other sections of the policy, the deductible sum specified in the Declarations will be applied separately to each such section.

9. CANADIAN CURRENCY CLAUSE

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

10. NO BENEFIT TO BAILEE

It is warranted by the Insured that this insurance shall in no wise endure directly or indirectly to the benefit of any carrier or other Bailee.

11. PAIR AND SET

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

12. PARTS

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

13. SUE AND LABOUR

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

14. BASIS OF SETTLEMENT

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

15. DECLARATIONS

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

STANDARD MORTGAGE CLAUSE WHEN APPLICABLE

A. APPLICABLE TO ALL PROVINCES EXCEPT QUEBEC:

STANDARD MORTGAGE CLAUSE

(approved by The Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

1. BREACH OF CONDITIONS by MORTGAGOR OWNER or OCCUPANT

This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

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

PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

2. RIGHT OF SUBROGATION

Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or owner - no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3. OTHER INSURANCE

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

4. WHO MAY GIVE PROOF OF LOSS

5. TERMINATION

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

PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

6. FORECLOSURE

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

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

B. APPLICABLE TO THE PROVINCE OF QUEBEC

STANDARD MORTGAGE CLAUSE

(approved by The Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

1. BREACH OF CONDITIONS by MORTGAGOR OWNER or OCCUPANT

This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the Mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

PROVIDED ALWAYS that the Mortgagee shall promptly notify the Insurer (if known) of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it; and that every increase of risk (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such risk existed, according to the established scale of rates for the acceptance of such increased risk, during the continuance of this insurance.

2. **RIGHT OF SUBROGATION**
Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or Owner - no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
3. **OTHER INSURANCE**
If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.
4. **WHO MAY GIVE PROOF OF LOSS**
In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
5. **COVERAGE PERIOD**
The term of this Mortgage Clause coincides with the term of the policy;
CANCELLATION OR AMENDMENT
PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Article 2477 of the Civil Code of Québec, but agrees that the Insurer will neither cancel nor amend the policy to the prejudice of the Mortgagee without 15 days' notice to the Mortgagee by registered letter.
6. **TRANSFER OF TITLE**
Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.
SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith
BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

PRIVACY STATEMENT

Thank you for choosing Ecclesiastical Insurance Office plc as your insurance provider. As an insurer, we are committed to protecting the privacy of your personal information, which is entrusted upon us by our brokers and customers.

COLLECTION, USE & DISCLOSURE

When you purchase insurance from Ecclesiastical, the personal information you share assists your Broker in providing products and services that best meet your needs. We do not sell or otherwise market personal information. Nor do we share information with organizations outside of the Ecclesiastical Insurance Group, who could use it to contact you about their own products or services. By accepting an insurance policy with Ecclesiastical, your consent is implied for our Company to use, in an appropriate manner and we are committed to this end.

We may use and disclose information in order to:

- ⌚ Establish and maintain communication with you
- ⌚ Assess your application for insurance and pricing of your policy
- ⌚ Investigate, evaluate and adjudicate claims
- ⌚ Detect and prevent fraud
- ⌚ Analyze business results
- ⌚ Act as required by law
- ⌚ Service your policy for accounting purposes, e.g.: for our Pre-Authorized Payment Plan
- ⌚ Obtain and maintain reinsurance

SAFEGUARD

Ecclesiastical believes in maintaining safeguards to protect your personal information. Our employees, brokers and suppliers who are granted access to your personal information, understand the need to keep this information confidential and are contractually and legally obligated to do so. They understand that they are to use the information for the intended purpose only. In addition, we strive to protect your personal information while in our possession, by either physical or system means, along with proper processes to protect customer information from unauthorized access or use. Additionally, we will make every reasonable attempt to ensure the information is accurate and up to date.

PRIVACY CHOICE

You may at any time withdraw your consent (subject to legal or contractual obligations and on providing reasonable notice) by contacting our Privacy Officer. It is understood however, that by withdrawing your consent, it may prevent us from providing you with the requested product or service. For more information, please visit our website at www.ecclesiastical.ca or contact our Privacy Officer at:

Ecclesiastical Insurance Office
Box 2004, Suite 2200
20 Eglinton Avenue West
Toronto, Ontario, M4R 1K8
Privacy Officer at (416) 484-4555 Fax (416) 484-6352
privacyofficer@eccles-ins.com

COMPLAINT

By purchasing our policy, we at Ecclesiastical understand the trust that you place with us in providing coverage to fulfill your needs. In return, it is our mandate to ensure that our staff, brokers, adjusters or other service providers you come into contact with, extend to you the same quality of service we have all come to expect. We also believe that we at Ecclesiastical must be open to any complaints or issues concerning our customer's needs and address those needs accordingly.

As our policyholder, we assure you that we value any concerns or issues that you may have. While we hope that the standard of service we provide to you is of the highest quality, if at any time you feel that we have not met your expectations; we have in place a Complaint Handling Guideline which may be found on our website at www.ecclesiastical.ca.

Should you also prefer, you may contact our Ombudsperson directly at:

Complaint Ombudsperson
Box 2004, Suite 2200

20 Eglinton Avenue West
 Toronto, Ontario, M4R 1K8
 Tel: (416) 484-4555 Fax: (416) 484-6352
 E-mail: ombudsman@eccles-ins.com

SHORT-RATE CANCELLATION TABLE FOR ANNUAL CONTRACTS

If you cancel your policy, we will use the table that follows to determine how much of the premium we will retain.

| <i>Days in Force</i> | <i>%</i> | <i>Days in Force</i> | <i>%</i> | <i>Days in Force</i> | <i>%</i> | <i>Days in Force</i> | <i>%</i> | <i>Days in Force</i> | <i>%</i> | <i>Days in Force</i> | <i>%</i> |
|----------------------|----------|----------------------|----------|----------------------|----------|----------------------|----------|----------------------|----------|----------------------|----------|
| 1-3 | 8 | 62-65 | 24 | 120-122 | 39 | 181-184 | 55 | 239-242 | 70 | 300-303 | 86 |
| 4-7 | 9 | 66-69 | 25 | 123-126 | 40 | 185-188 | 56 | 243-245 | 71 | 304-307 | 87 |
| 8-11 | 10 | 70-73 | 26 | 127-130 | 41 | 189-192 | 57 | 246-249 | 72 | 308-311 | 88 |
| 12-15 | 11 | 74-76 | 27 | 131-134 | 42 | 193-195 | 58 | 250-253 | 73 | 312-315 | 89 |
| 16-19 | 12 | 77-80 | 28 | 135-138 | 43 | 196-199 | 59 | 254-257 | 74 | 316-318 | 90 |
| 20-23 | 13 | 81-84 | 29 | 139-142 | 44 | 200-203 | 60 | 258-261 | 75 | 319-322 | 91 |
| 24-26 | 14 | 85-88 | 30 | 143-146 | 45 | 204-207 | 61 | 262-265 | 76 | 323-326 | 92 |
| 27-30 | 15 | 89-92 | 31 | 147-149 | 46 | 208-211 | 62 | 266-268 | 77 | 327-330 | 93 |
| 31-34 | 16 | 93-96 | 32 | 150-153 | 47 | 212-215 | 63 | 269-272 | 78 | 331-334 | 94 |
| 35-38 | 17 | 97-99 | 33 | 154-157 | 48 | 216-219 | 64 | 273-276 | 79 | 335-338 | 95 |
| 39-42 | 18 | 100-103 | 34 | 158-161 | 49 | 220-222 | 65 | 277-280 | 80 | 339-341 | 96 |
| 43-46 | 19 | 104-107 | 35 | 162-165 | 50 | 223-226 | 66 | 281-284 | 81 | 342-345 | 97 |
| 47-49 | 20 | 108-111 | 36 | 166-169 | 51 | 227-230 | 67 | 285-288 | 82 | 346-349 | 98 |
| 50-53 | 21 | 112-115 | 37 | 170-172 | 52 | 231-234 | 68 | 289-292 | 83 | 350-353 | 99 |
| 54-57 | 22 | 116-119 | 38 | 173-176 | 53 | 235-238 | 69 | 293-296 | 84 | 354-365 | 100 |
| 58-61 | 23 | | | 177-180 | 54 | | | 297-299 | 85 | | |

CANCELLATION REQUEST

In consideration of the return of unearned premium, to follow if any, the within policy is hereby cancelled and surrendered, and the interim and renewal certificates, if any, for same, acknowledged to be of no effect.

| | | |
|--------------------------------|--|------------------------|
| Effective Date of Cancellation | | Time of Cancellation |
| Insured | | Signature of Mortgagee |

**DECLARATION OF EMERGENCY ENDORSEMENT
EXTENSION OF TERMINATION or EXPIRY DATE**

This Endorsement Changes The Policy. Please Read It Carefully.

Subject to the conditions, limitations and exclusions set forth in the policy and wordings and endorsements attached hereto, the following conditions are hereby made part of the policy:

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

1. The "emergency" must have a direct effect or impact on:
 - i) the Insured, the insured site or insured property located in the declared emergency area; or
 - ii) the operations of the Insurer or its agent/broker located in the declared emergency area.

2. **A.** Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - i) 30 days; or
 - ii) the number of days equal to the total time the "emergency" order was in effect.

2. **B.** If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - i) 30 days; or
 - ii) the number of days equal to the total time the "emergency" order was in effect.

3. In no event shall the total term of this extension exceed 120 consecutive days

The Insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

"Emergency" means the first statutory declaration of an emergency:

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a).

but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

All other terms and conditions of the policy to which this endorsement applies remain unchanged.

SIXTY (60) DAY CANCELLATION CLAUSE

Subject to the conditions, limitations and exclusions set forth in the policy and wordings and endorsements attached hereto, the following is hereby made part of the policy.

It is understood and agreed that with respect to General Policy Section, General Policy Conditions, and Statutory Conditions – 5. Termination and General Conditions – 6. Cancellation (Articles 2477 and 2479) Sixty (60) days is substituted for Fifteen (15) days, wherever the latter appears.

It is further agreed that this clause shall not apply when termination by the Insurer is for non-payment of premium.

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

COMMERCIAL GENERAL LIABILITY (OCCURRENCE BASIS)

Throughout this Form, the word "Insured" refers to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under Paragraph 3 of Section II – Who is an Insured.

The word "Insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

The word "Insurer" refers to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

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

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "bodily injury" or "property damage" to which this insurance applies. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "bodily injury" or "property damage" to which this insurance does not apply. The Insurer may, at their discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

- (1) The amount the Insurer will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
- (2) The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered – unless explicitly provided for under Supplementary Payments – Coverages A, B and D.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no Insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by the Insured to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed Insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by the Insured to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by the Insured to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to the Insurer or any other Insurer;
- (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":

- (1) That the Insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "Insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "Insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "Insured contract"; and
- (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

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

d. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the Insured arising out of and in the course of:

- (a) Employment by the Insured; or
- (b) Performing duties related to the conduct of the Insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 2. d. (1) above.

This exclusion applies:

- (i) Whether the Insured may be liable as an employer or in any other capacity; and
- (ii) To any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

This exclusion does not apply to:

- (a) Liability assumed by the Insured under an "Insured contract"; or
- (b) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by the Insured under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any Insured of:

- (i) Any aircraft, air cushion vehicle or watercraft owned or operated by or rented or loaned to any Insured; or
- (ii) Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises that the Insured owns or rents;
- (2) A watercraft the Insured does not own that is:
 - (a) Less than 8 metres long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) "Bodily injury" to an "employee" of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

f. Automobile

"Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any "automobile" owned or operated by or rented or loaned to any Insured. Use includes operation and "loading or unloading". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury" or "property damage".

This exclusion applies to any motorized snow vehicle or its trailers and any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

This exclusion applies even if the claims against any Insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "automobile" that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to:

- (1) "Bodily injury" to an "employee" of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any Canadian provincial or territorial workers' compensation law.
- (2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" owned by the Insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the "automobile" is Insured.
- (3) the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment, but this exception does not apply when such equipment is used for the purpose of "loading or unloading".

g. Damage To Property

"Property damage" to:

- (1) Property the Insured owns, rents, or occupies, including any costs or expenses incurred by the Insured, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the Insured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to the Insured;
- (4) Personal property in the Insured's care, custody or control;
- (5) That particular part of real property on which the Insured or any contractors or subcontractors working directly or indirectly on the Insured's behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "the insured's work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "the insured's work" and were never occupied, rented or held for rental by the insured.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

h. Damage To The Insured's Product

"Property damage" to "the Insured's product" arising out of it or any part of it.

i. Damage To The Insured's Work

"Property damage" to "the insured's work" arising out of it or any part of it and included in the "products-completed operations hazard".

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

j. Damage To Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "the insured's product" or "the insured's work"; or
- (2) A delay or failure by the Insured or anyone acting on the insured's behalf to perform a contract or agreement in accordance with its terms.

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

k. Recall of Products, Work or Impaired Property

"Compensatory damages" claimed for any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "the Insured's product";
- (2) "the Insured's work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

l. "Property Damage" arising out of :

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

This exclusion does not apply:

- (i) To "property damage" arising out of work performed on behalf of the Insured by any contractor or subcontractor;
- (ii) To "property damage" included within the "products-completed operations hazards".

m. Electronic Data

"Compensatory damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

n. Personal and Advertising Injury

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

o. Professional Services

"Bodily injury" (other than "incidental medical malpractice injury"), or "property damage" due to the rendering of or failure to render by the insured or on the Insured's behalf of any "professional services" for others, or any error or omission, malpractice or mistake in providing those services.

p. Abuse – see Common Exclusions

q. Asbestos – see Common Exclusions

r. Fungi or Spores – see Common Exclusions

s. Nuclear– see Common Exclusions

t. Pollution – see Common Exclusions

u. Terrorism – see Common Exclusions

v. War Risks – see Common Exclusions

COVERAGE B. PERSONAL and ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "personal and advertising injury" to which this insurance applies. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "personal and advertising injury" to which this insurance does not apply. The Insurer may, at the Insurer's discretion, investigate any offense and settle any claim or "action" that may result. But:

- (1) The amount The Insurer will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
- (2) The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of the conduct of the Insured's business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**
"Personal and advertising injury" caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the Insured.
- e. **Contractual Liability**
"Personal and advertising injury" for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the Insured would have in the absence of the contract or agreement.
- f. **Breach Of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in the Insured's "advertisement".
- g. **Quality Or Performance Of Goods – Failure To Conform To Statements**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the Insured's "advertisement".
- h. **Wrong Description Of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in the Insured's "advertisement".
- i. **Infringement Of Copyright, Patent, Trademark or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in the Insured's "advertisement", of copyright, trade dress or slogan.
- j. **Insureds In Media and Internet Type Businesses**
"Personal and advertising injury" committed by an Insured whose business is:
(1) Advertising, broadcasting, publishing or telecasting;
(2) Designing or determining content of web-sites for others; or
(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 21. a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the Insured or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
- k. **Electronic Chatrooms or Bulletin Boards**
"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.
- l. **Unauthorized Use Of Another's Name or Product**
"Personal and advertising injury" arising out of the unauthorized use of another's name or product in the Insured's e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- m. **Asbestos** – see Common Exclusions
- n. **Fungi or Spores** – see Common Exclusions
- o. **Nuclear** – see Common Exclusions
- p. **Pollution** – see Common Exclusions
- q. **Terrorism** – see Common Exclusions
- r. **War Risks** – see Common Exclusions

- s. **Abuse** – see Common Exclusions

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- a. The Insurer will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises the Insured owns or rents;
- (2) On ways next to premises the Insured owns or rents; or
- (3) Because of the Insured's operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to the Insurer within one year of the date of the accident; and
- (3) The injured person submits to examination, at the Insurer's expense, by physicians of the Insurer's choice as often as the Insurer reasonably requires.

- b. The Insurer will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section III – Limits of Insurance. The Insurer will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

The Insurer will not pay expenses for "bodily injury":

- a. **Any Insured**
To any Insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises the Insured owns or rents that the person normally occupies.
- d. **Workers Compensation and Similar Laws**
To a person, whether or not an "employee" of any Insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**
Excluded under Coverage A.
- h. **Abuse** – see Common Exclusions

COVERAGE D. TENANTS' LEGAL LIABILITY

1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. This insurance applies only to "property damage" to premises of others rented to the Insured or occupied by the Insured. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. The Insurer may, at the Insurer's discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

- (1) The amount the Insurer will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
- (2) The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.

- b. This insurance applies to "property damage" only if:

- (1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no Insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by the Insured to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed Insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by the Insured to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
- d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by the Insured to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "property damage" to the Insurer or any other Insurer;
 - (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
 - (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

- a. **Expected or Intended Injury**
"Property damage" expected or intended from the standpoint of the Insured.
- b. **Contractual Liability**
"Property damage" for which the Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":
 - (1) That the Insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an "Insured contract", provided the "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "Insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be "compensatory damages" because of "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "Insured contract"; and
 - (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.
- c. **Asbestos** – see Common Exclusions
- d. **Fungi or Spores** – see Common Exclusions
- e. **Nuclear**– see Common Exclusions
- f. **Pollution** – see Common Exclusions
- g. **Terrorism** – see Common Exclusions
- h. **War Risks** – see Common Exclusions
- i. **Abuse** – see Common Exclusions

COMMON EXCLUSIONS – COVERAGES A, B, C and D

This insurance does not apply to:

- 1. **Asbestos**
"Bodily injury", "property damage" or "personal and advertising injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".
- 2. **Fungi or Spores**
 - a. "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
 - b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - c. Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".
- 3. **Nuclear Energy Liability**
 - a. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
 - b. "Bodily injury", "property damage" or "personal and advertising injury" with respect to which an Insured under this policy is also Insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by

the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;

- c. "Bodily injury", "property damage" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from:
- (1) The ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an Insured;
 - (2) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";
 - (3) the possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

This exclusion applies regardless of any other contributing or aggravating cause or event that contribute concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

4. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned 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 Insured may be held liable, if the Insured is a contractor and the owner or lessee of such premises, site or location has been added to the Insured's policy as an additional Insured with respect to the Insurer'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 a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any Insured; or
 - (ii) Any person or organization for whom 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 Insured or on the Insured's behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Section (2) does not apply to liability for "compensatory damages" because of "property damage" that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

5. Terrorism

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

6. War Risks

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

7. Abuse

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

- 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 insured's practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".
- c. Claims or "actions" alleging knowledge by an Insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

1. The Insurer will pay, with respect to any claim the Insurer investigates or settles, or any "action" against an Insured the Insurer defends:
 - a. All expenses the Insurer incurs.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds.
 - c. All reasonable expenses the Insured incurs at the Insurer's request to assist us in the investigation or defense of the claim or "action", including actual loss of earnings up to \$250 a day because of time off from work.
 - d. All costs assessed or awarded against the Insurer in the "action".
 - e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If the Insurer defends an Insured against an "action" and an indemnitee of the Insured is also named as a party to the "action", the Insurer will defend that indemnitee if all of the following conditions are met:
 - a. The "action" against the indemnitee seeks "compensatory damages" for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "Insured contract";
 - b. This insurance applies to such liability assumed by the Insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "Insured contract";
 - d. The allegations in the "action" and the information the Insurer knows about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
 - e. The indemnitee and the Insured ask the Insurer to conduct and control the defense of that indemnitee against such "action" and agree that the Insurer can assign the same counsel to defend the Insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with the Insurer in the investigation, settlement or defense of the "action";
 - (b) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "action";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with the Insurer with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides the Insurer with written authorization to:
 - (a) Obtain records and other information related to the "action"; and
 - (b) Conduct and control the defense of the indemnitee in such "action".

So long as the above conditions are met, legal fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I – Coverage A – Bodily Injury and Property Damage Liability, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the limits of insurance.

The Insurer's obligation to defend an Insured's indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- a. The Insurer has used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If the Insured is designated in the Declarations as:
 - a. An individual, the Insured and the Insured's spouse are Insureds, but only with respect to the conduct of a business of which the Insured is the sole owner.
 - b. A partnership, limited liability partnership or joint venture, is an Insured. The Insured's members, the Insured's partners, and their spouses are also Insureds, but only with respect to the conduct of the Insured's business.
 - c. A limited liability company, the Insured is an Insured. The Insured's members are also Insureds, but only with respect to the conduct of the Insured's business. The Insured's managers are Insureds, but only with respect to their duties as the Insured's managers.

- d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, the Insured is an Insured. The Insured's "executive officers" and directors are Insureds, but only with respect to their duties as the Insured's officers or directors. The Insured's shareholders are also Insureds, but only with respect to their liability as shareholders.
 - e. A trust, the Insured is an Insured. The Insured's trustees are also Insureds, but only with respect to their duties as trustees.
2. Each of the following is also an Insured:
- a. The Insured's "volunteer workers" only while performing duties related to the conduct of the Insured's business, or the Insured's "employees", other than either the Insured's "executive officers" (if the Insured is an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or the Insured's managers (if the Insured is a limited liability company), but only for acts within the scope of their employment by the Insured or while performing duties related to the conduct of the Insured's business. However, none of these "employees" or "volunteer workers" are Insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To the Insured, to the Insured's partners or members (if the Insured is a partnership, limited liability partnership or joint venture), to the Insured's members (if the Insured is a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of the Insured's business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
 - (c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs (1)(a) or (b) above;
 - (d) Arising out of his or her providing or failing to provide professional health care services; or
 - (e) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by the Insured, any of the Insured's "employees", "volunteer workers", any partner or member (if the Insured is a partnership, limited liability partnership or joint venture), or any member (if the Insured is a limited liability company).
 - b. Any person (other than the Insured's "employee" or "volunteer worker"), or any organization while acting as the Insured's real estate manager.
 - c. Any person or organization having proper temporary custody of the Insured's property if the Insured dies, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until the Insured's legal representative has been appointed.
 - d. The Insured's legal representative if the Insured dies, but only with respect to duties as such. That representative will have all the Insured's rights and duties under this policy.
3. Any organization the Insured newly acquires or forms, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which the Insured maintains ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after re Insured acquires or forms the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A and D does not apply to "bodily injury" or "property damage" that occurred before the Insured acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before the Insured acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations 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 General Aggregate Limit is the most the Insurer will pay for the sum of:
 - a. "Compensatory damages" under Coverage A, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - b. "Compensatory damages" under Coverage B; and
 - c. Medical expenses under Coverage C.
- 3. The Products-Completed Operations Aggregate Limit is the most the Insurer will pay under Coverage A for "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most the Insurer will pay for the sum of:
 - a. "Compensatory damages" under Coverage A; and

- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 5. Subject to 2. above, the Personal and Advertising Injury Limit is the most the Insurer will pay under Coverage B for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.
- 6. The Tenants' Legal Liability Limit is the most the Insurer will pay under Coverage D for "compensatory damages" because of "property damage" to any one premises.
- 7. Subject to 4. above, the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- 8. **Deductible**
 - a. The Insurer's obligation under Property Damage Liability and Tenants' Legal Liability to pay "compensatory damages" on the Insured's behalf applies only to the amount of "compensatory damages" in excess of any deductible amounts stated in the Declarations as applicable to such coverages, and the limits of insurance applicable to each "occurrence" for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
 - b. The deductible amount applies as follows:
 - 1) Under Coverage A: To all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
 - 2) Under Coverage D, Tenants' Legal Liability, to all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
 - c. The terms of this insurance, including those in respect to:
 - 1) The Insurer's right and duty to defend any "action" seeking those "compensatory damages"; and
 - 2) The Insured's duties in the event of an "occurrence", claim or "action" apply irrespective of the application of the deductible amount.
 - d. 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 Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

- 1. **Bankruptcy**
Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of the Insurer's obligations under this policy.
- 2. **Canadian Currency Clause**
All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.
- 3. **Changes.**
This policy contains all the agreements between the Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with The Insurer's consent. This policy's terms can be amended or waived only by endorsement issued by the Insurer and made a part of this policy.
- 4. **Duties In The Event Of Occurrence, Offense, Claim or Action**
 - a. The Insured must see to it that the Insurer is notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "action" is brought against any Insured, the Insured must:
 - (1) Immediately record the specifics of the claim or "action" and the date received; and
 - (2) Notify the Insurer as soon as practicable.

The Insured must see to it that the Insurer receives written notice of the claim or "action" as soon as practicable.
 - c. The 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 "action";
 - (2) Authorize the Insurer to obtain records and other information;
 - (3) Cooperate with the Insurer in the investigation or settlement of the claim or defense against the "action"; and
 - (4) Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
 - d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Insurer's consent.
- 5. **Examination of the Insureds Books and Records.**

The Insurer may examine and audit the Insureds books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections and Surveys

1. The Insurer has the right to:
 - a. Make inspections and surveys at any time;
 - b. Give the Insured reports on the conditions the Insurer finds; and
 - c. Recommends changes.
2. The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against the Insurer

No person or organization has a right under this policy:

- a. To join the Insurer as a party or otherwise bring us into an "action" asking for "compensatory damages" from an Insured; or
- b. To sue the Insurer on this policy 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; but the Insurer will not be liable for "compensatory damages" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

8. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers under Coverages A, B or D of this policy, The Insurer's obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "the Insured's work";
- (b) That is Fire insurance for premises rented to the Insured or temporarily occupied by the Insured with permission of the owner;
- (c) If the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion e. of Section I – Coverage A – Bodily Injury and Property Damage Liability.

(2) Any other primary insurance available to the Insured covering liability for "compensatory damages" arising out of the premises or operations or products-completed operations for which the Insured has been added as an additional Insured by attachment of an endorsement.

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

When this insurance is excess over other insurance, the Insurer will pay only the Insured's share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-Insured amounts under all that other insurance.

The Insurer will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, the Insurer will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, the Insurer will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premium Audit

- a. The Insurer will compute all premiums for this policy in accordance with the Insurer's rules and rates.
- b. Premium shown in this policy as advance premium 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 subject to the retention of the minimum retained premium shown in the Declarations of this policy.

- c. The first Named Insured must keep records of the information the Insurer need for premium computation, and send us copies at such times as the Insurer may request.

10. Premiums

The first Named Insured shown in the Declarations:

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

11. Representations

By accepting this policy, the Insured agrees:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations the Insured made to the Insurer; and
- c. The Insurer has issued this policy in reliance upon the Insured's representations.

12. Separation Of Insureds, Cross Liability

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

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

13. Termination

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to the Insurer advance written notice of termination.
- b. The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 1) 15 days before the effective date of termination if the Insurer terminates for non-payment of premium; or
 - 2) 30 days before the effective date of termination if the Insurer terminates for any other reason.

Except in Quebec, if notice is mailed, termination takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, termination 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 termination.

- c. The Insurer will mail or deliver the Insurer's notice to the first Named Insured's last mailing address known to the Insurer.
- d. The policy period will end on the date termination takes effect.
- e. If this policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if the Insurer has not made or offered a refund.

14. Transfer of Rights of Recovery Against Others To the Insurer

If the Insured has rights to recover all or part of any payment the Insurer has made under this policy, those rights are transferred to the Insurer. The Insured must do nothing after loss to impair them. At the Insurer's request, the Insured will bring "action" or transfer those rights to the Insurer and help us enforce them.

15. Transfer Of The Insurer's Rights and Duties Under This Policy

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

If the Insured dies, the Insurer's rights and duties will be transferred to the Insureds legal representative but only while acting within the scope of duties as the Insured's legal representative. Until the Insured's legal representative is appointed, anyone having proper temporary custody of the Insurer's property will have the Insured's rights and duties but only with respect to that property.

SECTION V – DEFINITIONS

- 1. "Abuse" means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.
- 2. "Action" means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
 - a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the Insured must submit or does submit with the Insurer's consent; or
 - b. Any other alternative dispute resolution proceeding in which such "compensatory damages" is claimed and to which the Insured submits with the Insurer's consent.
- 3. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about the Insured's goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about the Insured's goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

4. "Automobile" means a land motor vehicle, trailer or semi-trailer that is required by law to be Insured under a contract evidenced by a motor vehicle liability policy, or any vehicle Insured under such a contract, including any attached machinery or equipment.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "Compensatory damages" means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. "Coverage territory" means:
- Canada and the United States of America (including its territories and possessions).
 - International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by the Insured in the territory described in a. above;
 - The activities of an Insured person whose home is in the territory described in a. above, but is away for a short time on the Insured's business; or
 - "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
 provided the Insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement the Insurer agrees to.
8. "Employee" includes a "leased worker" and a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by the Insurer's charter, constitution, by-laws or any other similar governing document.
10. "Fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
11. "Fungi" includes, but is not limited to, 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.
12. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
13. "Impaired property" means tangible property, other than "the Insured's product" or "the Insured's work", that cannot be used or is less useful because:
- It incorporates "the Insured's product" or "the Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - The Insured has failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- The repair, replacement, adjustment or removal of "the Insured's product" or "the Insured's work"; or
 - The Insured fulfilling the terms of the contract or agreement.
14. "Incidental medical malpractice injury" means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:
- medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
 - the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- by any Insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in i) and ii) above.
15. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to the Insured or temporarily occupied by the Insured with permission of the owner is not an "Insured contract";
 - A sidetrack agreement;
 - An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - Any other easement agreement;
 - An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to the Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Insured assumes the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by the Insured or by those acting on the Insured's behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph g. does not include that part of any contract or agreement:
- That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render "professional services", including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
16. "Leased worker" means a person leased to the Insured by a labour leasing firm under an agreement between the Insured and the labour leasing firm, to perform duties related to the conduct of the Insured's business. "Leased worker" does not include a "temporary worker".
17. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";

- b. While it is in or on an aircraft, watercraft or "automobile"; or
- c. While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".

18. "Nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;

19. "Nuclear facility" means:

- a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or packaging waste;
- c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

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

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

21. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in the Insured's "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in the Insured's "advertisement".

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

23. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises the Insured owns or rents and arising out of "the Insured's product" or "the Insured's work" except:
 - (1) Products that are still in the Insured's physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "the Insured's work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in the Insured's contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if the Insured's contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Insured, and that condition was created by the "loading or unloading" of that vehicle by any Insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

24. "Professional services" shall include but not be limited to:

- a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
- b. Any professional service or treatment conducive to health;
- c. Professional services of a pharmacist;
- d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
- f. Any cosmetic, body piercing, tansorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
- g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- h. Supervisory, inspection, architectural, design or engineering services;
- i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
- j. Any computer programming or re-programming, consulting, advisory or related services; or
- k. Claim, investigation, adjustment, appraisal, survey or audit services.

25. "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 "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

26. "Radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
27. "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
28. "Temporary worker" means a person who is furnished to the Insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
29. "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.
30. "Volunteer worker" means a person who is not the Insured's "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by the Insured, and is not paid a fee, salary or other compensation by the Insured or anyone else for their work performed for the Insured.
31. "The Insurer's product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) The Insured;
 - (b) Others trading under the Insurer's name; or
 - (c) A person or organization whose business or assets the Insured has acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "the Insured's product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
32. "The Insured's work":
- a. Means:
 - (1) Work or operations performed by the Insured or on the Insured's behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "the Insured's work", and
 - (2) The providing of or failure to provide warnings or instructions.

SECTION VI – DESCRIPTION OF TERMS USED FOR PREMIUM BASES

- 1) "Area" means the square footage or square meters of the buildings to be insured excluding that portion of the basement used exclusively for storage of that portion of the premiums used for or heating or air conditioning plant purposes.
- 2) "Cost of work" means the total cost of all operations performed for the Insured during the Policy Period by independent contractors, including materials used or delivered for use by whomsoever supplied, except maintenance or ordinary alterations and repairs on premises owned or rented by the Insured
- 3) "Revenue" means the gross amount of money charged for all work or services performed by or on behalf of the Insured or goods and products sold and distributed by the Insured or by others trading under the Insured's name during the Policy Period,
- 4) "Payroll" means the total earnings during the Policy Period for each owner, partner, "executive officer", or "employee". For Employer's Liability, payroll not to exceed \$5,000.00 for each owner, partner, "executive officer", or "employee" in any one policy year.
- 5) "Cost" means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sublet in connection with each specific project, including the cost of all labour, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the sub contractor, including all fees, allowances bonuses or commissions made, paid or due.
- 6) "Standard Units" means the unit of exposure to which the rates apply, and each article is designated (person, object or event), except liter which is 1,000 litres.

EMPLOYEE BENEFITS (ERRORS & OMISSIONS)

1. Insuring Agreements:
 - (a) To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay on account of any claim made against the Insured by an employee, former employee or the beneficiaries or legal representatives thereof and caused by any negligent act, error or omission of the Insured, or any other person for whose acts the Insured is legally liable in the administration of the Insured's Employee Benefit Programs as defined herein.
 - (b) It is agreed that in the event of a claim, \$1,000 shall be deducted from the amount of each claim when determined, and the Insurer shall be liable for loss only in excess of the amount deducted.
 - (c) It is further agreed that in the event of any claim irrespective of the amount, notice thereof shall be given by or on behalf of the Insured to the Insurer, or any of its authorized agents, in accordance with the terms of the policy and the Insurer may at its option, investigate such claim or negotiate or settle any such claim and the Insured agrees, if the Insurer undertakes to negotiate or settle any such claim, to join the Insurer in such negotiation or settlement to the extent of the amount to be deducted as herein provided, or to reimburse the Insurer for such deductible amount, if and when such claim is paid by the Insurer.
2. Defense, Settlement, Supplementary Payments: As respects such insurance as is afforded by the other terms of this Form, the Insurer shall:
 - (a) defend in his name and behalf any suit against the Insured alleging such negligent act, error or omission and seeking damages on account thereof even if such suit is groundless, false or fraudulent; but the Insurer shall have the right to make such investigation and negotiation of any claim or suit as may be deemed expedient by the Insurer. The Insurer, however, shall not make settlement or compromise any claim or suit without the written consent of the Insured;
 - (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this form, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the Insured in any such suit, all expenses incurred by the Insurer, all interest accruing after entry of judgment until the Insurer has paid tendered or deposited in court such part of such judgment as does not exceed the limit of the Insurer's liability thereof;
 - (c) reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at the Insurer's request. The Insurer agrees to pay the amounts incurred under this Insuring Agreement, except settlements of claims and suits, in addition to the applicable limit of liability of this form.
3. Policy Period and Territory: This form applies only to claims resulting from negligent acts, errors or omissions of the Insured, or any other person for whose acts the Insured is legally liable in the administration of Employees Benefit Programs occurring within the Dominion of Canada or the United States of America, provided such claim is brought against the Named Insured during the policy period and the Named Insured at the effective date of this Policy, had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit.
4. Definitions:
 - (a) "Insured" - The unqualified word "Insured" wherever used, includes not only the Named Insured, but also any partner, executive officer, directors, stockholder or employee, provided such employee is authorized to act in the administration of the Insured's Employee Benefit Programs.
 - (b) "Employee Benefits" - The term "Employee Benefits" shall mean Group Life Insurance, Group Accidents or Health Insurance, Profit Sharing Plans, Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security, and Disability Benefits.
 - (c) "Administration" - The unqualified word "Administration" wherever used shall mean:
 - (1) giving counsel to employees with respect to the Employee Benefit Programs;
 - (2) interpreting the Employee Benefit Programs;
 - (3) handling of records in connection with the Employee Benefit Programs;
 - (4) effecting enrollment, termination or cancellation of employees under the Employee Benefit Programs;Provided all such acts are authorized by the Named Insured.
5. Exclusions: This form does not apply:
 - (a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;
 - (b) to bodily injury to or sickness, or death, of any person or to injury to or destruction of any tangible property including the loss of use thereof;
 - (c) to any claim for failure or performance of contract by an Insurer, or any other party, including the Insured, obligated to afford the benefits;
 - (e) to any claim based upon:
 - (1) failure of stock, bonds or other securities to perform as represented by an Insured included but not limited to their failure to produce financial gain, profit or growth;
 - (2) advice given by an Insured to an employee to participate or not to participate in stock subscription plans.
6. Policy Provisions: No provision of the Policy applies to the insurance under this form.

7. Limits of Liability: The Limits of Liability, as stated in the Declaration Page of this policy as applicable to "Each Claim" is the limit of the Insurer's liability for all damages incurred on account of any claim covered hereunder; the limit of liability stated on the Declaration Page of this policy as "Aggregate" is subject to the above provision respecting each claim, the total limit of the Insurer's Liability for all claims covered hereunder and occurring during each Policy year. The inclusion herein of more than one Insured shall not operate to increase the limits of the Insurer's liability.
8. Notice of Claim or Suit: As soon as practicable, notice must be given to the Insurer when the Insured receives information as to his alleged negligent act, error or omissions. Such notice shall contain full particulars of any claims arising therefrom. If suit is brought, the Insured must immediately forward to the Insurer every summons or other process received by him.
9. Assistance and Co-operations of the Insured: The Insured shall co-operate with the Insurer and, upon the Insurer's request shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payments, assume any obligation or incur any expense.
10. Action Against the Company:
 - (a) action shall be brought against the Insurer unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer.
 - (b) Any person or organization or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this form to the extent of the insurance afforded by this form. Nothing contained in this form 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 shall not relieve the Insurer of any of its obligations hereunder.
11. Other Insurance: If the Insured has other insurance against a loss covered by this form, the Insurer shall not be liable under this form for a greater proportion of such loss than the applicable Limit of Liability stated in the Declaration Page of this policy bears to the total applicable Limit of Liability of all valid and collectible insurance against such loss.
12. Subrogation: In the event of any payment under this form, the Insurer shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured /shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.
13. Changes: Notice of any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this Policy or stop the Insurer from asserting any right under the terms of this form; nor shall the terms of this form be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the Insurer.
14. Non-Assignable: The interest of the Insured under this form shall not be assignable to any other interest.

S.P.F. NO.6 STANDARD NON-OWNED AUTOMOBILE INSURANCE

S.P.F. No.6 – Standard Non-owned Automobile Form

Insuring Agreement

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 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 Form:

- (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 Form;
 - (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 any liability assumed by any person insured by this Form voluntarily under any contract or agreement; or
- (d) for loss or damage to property carried in or upon as automobile personally driven by any person insured by this Form or to any property owned or rented by, or in the care, custody or control of any such person; or
- (e) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this Form; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

*Not applicable in the province of Ontario

Additional Agreements of Insurer

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

- (a) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this Form 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

S.P.F. No.6 - Standard Non-owned Automobile Form

- (1) to defend in the name and on behalf of any person insured by this Form and at the cost of the Insurer any civil action which may at any time be brought against such loss or damage to persons or property; and
- (2) to pay all costs taxed against any person insured by this Form 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
- (3) in case the injury be to a person, reimburse any person insured by this Form for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- (4) 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
- (5) 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 Form:

- (a) by the acceptance of this policy, constitutes and appoints the Insurer his
- (b) 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;

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

General Provisions and Definitions

1. Additional Insureds

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

S.P.F. No.6 – Standard Non-owned Automobile Form

2. Territory

This Form applies only to the use or operation of automobile within Canada or 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 Form 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 Form 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 Form 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 Form.

7. Statutory Conditions

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

Except as provided herein, all the terms and conditions of this policy shall have full force and effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

O.E.F. 98B - REDUCTION OF COVERAGE FOR LESSEES OR DRIVERS OF LEASED VEHICLES ENDORSEMENT

(FOR ATTACHMENT ONLY TO THE STANDARD NON-OWNED AUTOMOBILE POLICY S.P.F. NO. 6)

1. Purpose of this endorsement:

This endorsement alters the coverage provided by this policy with respect to claims in Ontario for loss or damage arising directly or indirectly from the use or operation of a motor vehicle that is leased.

2. How the policy coverage is changed:

- a) The Insurer also agrees to pay on behalf of every partner, officer or employee of the Insured who, in the business of the Insured stated in Item 3 of the application, leases an automobile for **a period of not more than 30 days** in their own name, all sums which such partner, officer or employee is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s).
- b) The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the Insured or to the partner, officer or employee of the Insured.
- c) Underlying coverage available to the Insured or to the partner, officer or employee of the Insured includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The terms leased, lease and lessee are used as equivalent to rented, rent and renter.

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

S.E.F. NO. 94

LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES ENDORSEMENT

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

SECTION B - LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

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

Subsection 1 -- All Perils -- from all perils

Limit -- As stated on Declaration Page (exclusive of interests and costs)

Deductible -- \$1,000.00 any one accident

DEDUCTIBLE CLAUSE:

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

TWO OR MORE AUTOMOBILES:

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

EXCLUSIONS:

The Insurer shall not be liable

- (1) for loss or damage to any automobile while personally driven by the Insured if the Insured is an Individual; or
- (2) under any subsection hereof for loss or damage
 - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
 - (b) to any automobile while being used without the consent of the owner thereof; or
 - (c) caused directly or indirectly by contamination by radioactive material; or
 - (d) to radios designed both for transmitting and receiving or their equipment; or
 - (e) to contents of trailers or to rugs or robes; or
 - (f) to tapes and equipment for use with a tape recorder when detached therefrom; or
 - (g) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - (h) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached.

ADDITIONAL AGREEMENT:

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

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

S.E.F. No. 96 – Contractual Liability Endorsement

For attachment only to a Non-Owned Policy S.P.F. No. 6

In consideration of the premium for which this policy is issued, it is understood and Agreed that exclusion (c) of the Insuring Agreement of the policy to which this Endorsement is attached is amended to read as follows:

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

| Date of Contract | Name(s) of other Contracting Party or Parties As Known to Insurer |
|------------------|--|
|------------------|--|

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

S.E.F. No. 99

**Excluding Long Term Leased Vehicle Endorsement
(For attachment only to a Non-Owned Policy S.P.F. No. 6)**

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 2 (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 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 the terms and conditions of the Policy shall have full force and effect.

MEDIA EXPENSE ENDORSEMENT

This Endorsement Changes The Policy. Please Read It Carefully.

Subject to the conditions, limitations and exclusions set forth in the policy and wordings and endorsements attached hereto, the following is hereby made part of the policy.

This endorsement modifies insurance provided by Commercial General Liability Form No. LA 1001, which forms part of this policy.

(I) It is understood and agreed the following coverage is added:

Coverage E. Media Expense

1. Insuring Agreement

- a) The Insurer will reimburse for reasonable "media expenses" paid by an Insured as described below for "personal and advertising injury", including consequential "bodily injury", arising out of one or more of the following offenses:
- (1) oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
 - (2) oral or written publication, in any manner, of material that violates a person's right of privacy.
- b) The Insurer will reimburse for reasonable "media expenses" paid by an Insured as described below for "bodily injury" caused by liability for such "bodily injury" imposed on the Insured by reason of the selling, serving or furnishing of any alcoholic beverage and food.

Provided that:

- (1) the offense takes place in the "coverage territory" and during the policy period;
- (2) the "media expenses" are incurred and reported to the Insurer within one year of the date of the offense; and
- (3) the "media expenses" are authorized in writing by the Insurer prior to being incurred;
- (4) the "media expenses" are incurred because the Insured becomes legally obligated to pay by reason of liability imposed by law for "personal and advertising injury" and "bodily injury".

- c) These payments will not exceed the Limits of Insurance shown in the "Declarations Page".

2. Exclusions

The insurer will not pay expenses for "personal and advertising injury":

- a. Asbestos- See Common Exclusions
- b. Fungi or Spores- See Common Exclusions
- c. Nuclear Energy Liability- See Common Exclusions
- d. Pollution- See Common Exclusions
- e. Terrorism- See Common Exclusions
- f. War Risks- See Common Exclusions
- g. Abuse- See Common Exclusions

(II) It is understood and agreed that **Common Exclusions - Coverage A, B, C and D** set forth in the policy has been amended to **Common Exclusions - Coverage A, B, C, D and E**.

(III) For the purpose of this endorsement only, it is understood and agreed that 2.a. in **Section II- Who is an Insured** is deleted from the policy and replaced by the following:

2. a. The Insured's "volunteer workers" only while performing duties related to the conduct of the Insured's business, or the Insured's "employees", other than either the Insured's "executive officers" (if the Insured is an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or the Insured's managers (if the Insured is a limited liability company), but only for acts within the scope of their employment by the Insured, or while performing duties related to the conduct of the Insured's business.

(IV) It is understood and agreed that **Section III- Limits of Insurance** is amended with respect to the following:

- (i) **Clause 8. Deductible** set forth in the policy has been amended to read as **Clause 9. Deductible**;
- (ii) the following **Clause 8.** is added to the policy:

8. The "Media Expense" limit is the most the Insurer will pay during the policy period under **Coverage E.** for all expenses paid by an Insured for "personal and advertising injury", including consequential "bodily injury", arising out of one or more of the offenses described on this endorsement.

(V) For the purpose of this endorsement only, it is understood and agreed that **definition 5. in Section V- Definitions** is deleted from the policy and replaced by the following:

5. **Media expenses** mean the necessary extra expenses for publicity or promotion on the Insured's behalf. Extra expenses do not include expenses, which would have normally incurred in operating the Insured's business, including salaries and expenses of the Insured's employees.

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

VOLUNTARY COMPENSATION FOR EMPLOYEES/VOLUNTEERS ENDORSEMENT

The Insurer agrees TO PAY VOLUNTARILY THE BENEFITS herein set out either to or on behalf of an "employee" of the Insured on account of bodily injury including death resulting therefrom, accidentally suffered by such employee and arising out of and in the course of his employment by the Insured, whether or not such bodily injury could give rise to liability imposed by law upon the insured.
PROVIDED HOWEVER:

- (1) That if the injured "employee" or any person claiming by, through or under him shall refuse to accept the Voluntary Compensation benefits offered under the provisions of the preceding paragraph, then the Insurer shall be permitted, at any time in its discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances the Insurer will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon, or any suit instituted against the Insured, for damages for such injuries, such claim, demand or suit shall be considered a refusal to accept such Voluntary Compensation benefits and such refusal shall abrogate in its entirety the Insurer's agreement to pay such Voluntary Compensation benefits. In such event the obligation of the Insurer as expressed in the other parts of the policy having reference thereto, shall be available to the Insured and shall be and remain the obligation of the Insurer as fully and completely as if this Form had not been written.
- (2) That the benefits herein contained shall not be payable unless at the time of the accident the "employee" was engaged in duties coming within the scope of the classification of operations stated in the Declarations forming part of this policy.
- (3) That a full legal release of all claims of such "employee" or any person claiming by, through or under him, against the Insured is executed and delivered and that the Insurer be subrogated in any rights of such "employee" or person (excluding all services available under any Hospital Insurance Act) against anyone other than the Insured and/or that such rights be transferred to the Insurer.
- (4) That the Insurer shall in no event be liable hereunder for any claims arising from hernia, however caused.
- (5) That the Insurer shall in no event be liable hereunder for any claims arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

DEFINITIONS

EMPLOYEE

For this endorsement only, the definition of "employee" is extended to include Volunteer Workers of the Insured while performing duties related to the conduct of the Insured's business.

WEEKLY INDEMNITY

The term "weekly indemnity" referred to in this Form shall mean two-thirds of the employee's weekly wage at the date of the accident, but not exceeding in any event the sum of \$200 per week.

SCHEDULE OF BENEFITS

Section 1 – LOSS OF LIFE:

In the event of death resulting from such bodily injury within a period of twenty-six (26) weeks after the date of the accident the Insurer will pay:

- (a) to dependents of the said "employee" who were wholly dependent upon him, an amount equal to one hundred (100) times the weekly indemnity in addition to the benefits provided under Section 2 up to the date of death.
- (b) the actual funeral expenses not exceeding, however, the sum of twenty five hundred dollars (\$2,500.00).

Section 2 – TEMPORARY TOTAL DISABILITY:

If such bodily injury shall **within fourteen (14) days from the date of the accident** totally and continuously disable the "employee" and prevent him from performing any and every duty pertaining to any occupation or employment the Insurer will pay weekly indemnity for the period of such disability, or for twenty-six (26) weeks whichever is the lesser period.

Provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Section shall be payable for the first seven (7) days of such disability.

Section 3 – PERMANENT TOTAL DISABILITY:

If within twenty-six (26) weeks from the date of the accident and as a direct result of such bodily injury the "employee" shall be deemed permanently and totally disabled, by medical evidence satisfactory to the Insurer, the Insurer will pay, in addition to the benefits provided under Section 2, weekly indemnity for a further period of one hundred (100) weeks.

Section 4 - DISMEMBERMENT BENEFITS:

If such bodily injury shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the "Schedule of Incapacities" the Insurer will pay weekly indemnity for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section 2, but in no event shall it be, payable in addition to the benefits provided by Sections 1 and 3.

The total amount payable under this Section for one or more incapacities shall not exceed one hundred (100) times the weekly indemnity.

SCHEDULE OF INCAPACITIES
LOSS or TOTAL IRRECOVERABLE LOSS of USE of:

DIVISION A

| | | |
|---|-----|----|
| 1. Arm | | |
| (a) at or above elbow; or | 100 | |
| (b) below elbow; or | 80 | |
| 2. Hand at wrist; or | | 80 |
| 3. ° (i) Thumb | | |
| (a) at or above the second phalangeal joint; or | 25 | |
| below the second phalangeal joint, involving a portion of the | | |
| second phalange | | 18 |
| ° (ii) Index Finger | | |
| (a) at or above the second phalangeal; or | 25 | |
| (b) at or above the third phalangeal joint; or | 18 | |
| below the third phalangeal joint, involving a portion of the | | |
| third phalange | 12 | |
| (iii) Any other Finger | | |
| (a) at or above the second phalangeal joint; or | 15 | |
| (b) at or above the third phalangeal joint; or | 8 | |
| below the third phalangeal joint, involving a portion of the | | |
| third phalange | 5 | |

NOTE: For a combination of two or more of the incapacities marked with a ° the total amount payable under this division shall not exceed eighty (80) times the weekly indemnity.

DIVISION B

| | | |
|---|-----|---|
| 1. Leg | | |
| (a) at or above knee; or | 100 | |
| (b) below knee | 75 | |
| 2. Foot at ankle; or | 75 | |
| 3. ★ (i) Great Toe | | |
| (a) at or above the second phalangeal joint; or | 15 | |
| (b) below the second phalangeal joint, involving a portion of the | | |
| second phalange | | 8 |
| ★ (ii) Any Other Toe | | |
| (a) at or above the second phalangeal joint; or | 10 | |
| (b) at or above the third phalangeal; or | 5 | |
| (c) below the third phalangeal joint, involving a portion of the | | |
| third phalange | 3 | |

NOTE: For a combination of two or more of the incapacities marked with a ★ the total amount payable under this division shall not exceed thirty-five (35) times the weekly indemnity.

DIVISION C

| | |
|--------------------|-----|
| 1. (i) One eye; or | 50 |
| (ii) Both eyes | 100 |

DIVISION D

| | |
|-------------------------------|-----|
| 2. (i) Hearing of one ear; or | 25 |
| (ii) Hearing of both ears | 100 |

Section 5 – MEDICAL, SURGICAL, DENTAL, PHARMACEUTICAL AND HOSPITAL EXPENSES:

If such bodily injury shall necessitate medical or surgical treatment or confinement to hospital, the Insurer will pay IN ADDITION TO ALL OTHER BENEFITS provided by this Form:

- (a) the cost of necessary medical, surgical, dental, pharmaceutical and hospital services (except those portions of such expenses payable or recoverable under any medical, surgical or hospitalization plan or law or under any other Insurance Policy or Certificate issued to or for the benefit of any person for whom indemnity is provided), in accordance with the scale of charges provided by the Workmen's Compensation Act of the Province in which the accident occurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and in addition,
- (b) the cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52) weeks from the date of the accident.

SPECIAL CONDITION

The Insurer shall have the right to examine the person of the injured "employee" when and as often as may be required while the claim is pending and also in the case of death of the injured "employee" to make an autopsy subject to any law of the Province relating to autopsies. Nothing herein contained shall be held to vary, waive or extend any of the declarations, conditions, agreements or limitations of the policy to which this Form is attached, other than as above stated.