

# **Markel Canada Limited**

Combined Insurance Policy Declarations



LLOYD'S**Sport Fitness Liability Insurance**

Effected with Certain Lloyd's Underwriters "the Insurer" through Lloyd's Approved Coverholder ("the Coverholder"):

**MARKEL**

200 Wellington Street West, Suite 800, Toronto, ON M5V 3C7

## Declarations

**SUMMARY OF POLICY**

|                                  |   |
|----------------------------------|---|
| <b>Policy Number:</b>            | CAS801981-03  |
| <b>Policy Type:</b>              | Renewal   |
| <b>Policy Period:</b>            | From: March 31, 2025      To: March 31, 2026<br>12:01 a.m. Standard Time at the address of the Named Insured as stated below. |
| <b>Named Insured:</b>            | BIATHLON CANADA   |
| <b>Mailing Address:</b>          | 1995 Olympic Way, 100, Canmore, Alberta, CANADA, T1W 2T6  |
| <b>Business of the Insured:</b>  | BIATHLON ACTIVITIES (INCLUDING BIATHLON CROSS COUNTRY MOUNTAIN BIKING)  |
| <b>Premium:</b>                  | \$41,621.00   |
| <b>Minimum Retained Premium:</b> | 100%  |
| <b>Currency:</b>                 | Canadian Dollars  |
| <b>Broker:</b>                   | SBC INSURANCE AGENCIES LTD.   |
| <b>Brokerage Address:</b>        | 250 - 999 CANADA PLACE, VANCOUVER, British Columbia, CANADA, V6C 3C1  |
| <b>Cancellation Notice:</b>      | 30 Days   |

## THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

**In return for payment of the premium, and subject to all the terms of this insurance, we agree with you to provide the insurance as stated in the attached policy documents. The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.**

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears below. All inquiries and disputes are also to be addressed to this Coverholder.

This insurance is issued subject to the Declarations, limits, coverage agreements, exclusions, definitions, stipulations, policy terms and conditions contained in the forms attached, including any endorsements to the policy which may from time to time be added to form part of the policy.

### IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario M5J 2J2.

#### NOTICE

Any notice to the Underwriters may be validly given to the Coverholder:

**In witness whereof** this policy has been signed as authorized by the Underwriters, by the Coverholder **MARKEL CANADA LIMITED, 200 Wellington Street West, Suite 800, Toronto, ON, M5V3C7**

Per:



**David A. Crozier,**  
President & Managing Director  
Markel Canada Limited

**DECLARATIONS (Continued)**

**Named Insured:** BIATHLON CANADA  
**Broker:** SBC INSURANCE AGENCIES LTD.  
**Policy Number:** CAS801981-03

**COMMERCIAL GENERAL LIABILITY**

**Premium Adjustment Rate:** Flat

**Notes:**

| Coverages   | Limits of Insurance |                                   | Retroactive date<br>dd/mm/yyyy (if applicable) | Premium  |
|---|---------------------|-----------------------------------|--|----------|
| Bodily Injury and Property Damage                                       | \$5,000,000         | Each Occurrence                   | Not Applicable                                 | Included |
| Products and Completed Operations                                       | \$5,000,000         | Aggregate Limit                   | Not Applicable                                 | Included |
| Personal and Advertising Injury   | \$5,000,000         | Any One Person or Business Entity | Not Applicable                                 | Included |
|   | \$5,000,000         | Aggregate Limit                   | Not Applicable                                 | Included |
| Medical Payments  | \$2,500             | Any One Person                    | Not Applicable                                 | Included |
| Tenants' Legal Liability  | \$250,000           | Any One Premises                  | Not Applicable                                 | Included |
| Errors and Omissions Liability With Coverage for Directors and Officers | \$2,000,000         | Each Occurrence                   | Not Applicable                                 | Included |
|   | \$2,000,000         | Aggregate Limit                   | Not Applicable                                 | Included |
| Employers' Liability  | \$1,000,000         | Each Accident                     | Not Applicable                                 | Included |
|   | \$1,000,000         | Aggregate Limit                   | Not Applicable                                 | Included |
| S.P.F. No. 6 - Standard Non-Owned Automobile Liability Policy           | \$5,000,000         | Any One Accident                  | Not Applicable                                 | Included |
| S.E.F. No. 94 - Legal Liability For Damage To Non-Owned Automobiles     | \$50,000            | Any One Accident                  | Not Applicable                                 | Included |

**CGL SPORTS PREMIUM TOTAL: \$36,621.00**

| Coverages   | Deductibles / Retention                   |
|---|---|
| Bodily Injury and Property Damage                                       | \$1,000 Each Occurrence                   |
| Personal and Advertising Injury   | \$1,000 Any One Person or Business Entity |
| Tenants' Legal Liability  | \$1,000 Any One Premises                  |
| Errors and Omissions Liability With Coverage for Directors and Officers | \$1,000 Each Claim                        |
| Employers' Liability  | \$1,000 Each Accident                     |
| S.E.F. No. 94 - Legal Liability For Damage To Non-Owned Automobiles     | \$1,000 Any One Accident                  |



**DECLARATIONS (Continued)**

**Named Insured:** BIATHLON CANADA  
**Broker:** SBC INSURANCE AGENCIES LTD.  
**Policy Number:** CAS801981-03

| Forms and Endorsements   | Form Number |
|--|-------------|
| Commercial General Liability Policy (Occurrence Form)  | WCGE102101  |
| Employers' Liability   | CGE1012102  |
| Additional Insured   | CGE1172012  |
| Virus, Bacteria, Disease And Contagion Exclusion   | CGE1272204  |
| Errors and Omissions Liability With Coverage For Directors And Officers (Occurrence, Defence Expenses Included In Limit) | CGE3212111  |
| Primary And Non-Contributory – Other Insurance Condition (Designated Person Or Business Entity)                          | CGE1722012  |
| S.P.F. No. 6 - Standard Non-Owned Automobile Liability Policy  | CGE1392012  |
| S.E.F. No. 94 - Legal Liability For Damage To Non-Owned Automobiles  | CGE1402012  |
| S.E.F. No. 96 - Contractual Liability Endorsement  | CGE1412012  |
| S.E.F. No. 99 - Excluding Long-Term Leased Vehicle   | CGE1422012  |
| O.E.F. No. 98B - Reduction of Coverage for Lessees or Drivers of Leased Vehicles   | CGE1472012  |
| Additional Insured - Waiver of Subrogation   | CGE1192012  |
| Policy Notices   | WMCE902402  |

**ABUSE LIABILITY (CLAIMS MADE)****Notes:**

| Coverages               | Limits of Insurance |                 | Retroactive date<br>dd/mm/yyyy (if applicable) | Premium  |
|-------------------------|---------------------|-----------------|--|----------|
| Abuse Incident Coverage | \$2,000,000         | Each Claim      | 31/03/2022                                     | Included |
|                         | \$2,000,000         | Aggregate Limit | 31/03/2022                                     | Included |

**ABUSE LIABILITY PREMIUM TOTAL: \$5,000.00**

| Coverages               | Deductibles / Retention |
|-------------------------|-------------------------|
| Abuse Incident Coverage | \$5,000 Each Occurrence |

| Forms and Endorsements                          | Form Number |
|---|-------------|
| Abuse Incident Liability Coverage (Claims Made) | CGE2362104  |

DECLARATIONS (Continued)

**Named Insured:** BIATHLON CANADA  
**Broker:** SBC INSURANCE AGENCIES LTD.  
**Policy Number:** CAS801981-03

SUBSCRIPTION POLICY

In consideration of the Insured having undertaken to pay to each of the Companies named in the List of Subscribing Companies forming part hereof, or to Companies whose names are substituted therefor or added thereto by Endorsement, hereinafter called "The Company" its proportion of the agreed premium as set forth elsewhere, the Companies severally and not jointly agree, each for its proportion shown hereunder, to indemnify the Insured in accordance with the Terms and Conditions contained herein or endorsed hereon.

It is understood and agreed that the liability of the Companies individually shall be limited to the said Proportion of the Limit(s) of Liability shown elsewhere herein, and to the same Proportion of any loss, claim or expense paid or payable hereunder.

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

IN WITNESS WHEREOF THE COMPANIES, through their representative duly authorized by them for this purpose, have executed and signed this Policy on the face hereof.

LIST OF SUBSCRIBING COMPANIES

| COVERAGE            | COMPANY   | PROPORTION | PREMIUM     |
|---------------------|---|------------|-------------|
| All Other Coverages | Certain Underwriters at Lloyd's, Under Agreement No. MKL2025001; UMRB6027MKL2025001 | 100%       | \$41,621.00 |

**Total Policy Premium**  
(excluding any applicable taxes) **\$41,621.00**



# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ENDORSEMENT #1

### EMPLOYERS' LIABILITY COVERAGE

This Endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM

A. PART I - COVERAGES is amended by adding the following:

#### COVERAGE - EMPLOYERS' LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** to which this Endorsement applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under PART II - SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D.
- b. This Endorsement applies to **bodily injury** only if:
  - i. The **bodily injury** takes place in the **coverage territory**; and
  - ii. The **bodily injury** arises out of, and in the course of, the injured **employee's** employment by You in Canada; and
  - iii. The **employee**, at the time of the injury, was not covered or entitled to be covered under a statutory Canadian Provincial, territorial or federal worker's compensation, disability benefits or similar law; and
  - iv. The **bodily injury**:
    - (a) is caused by an accident that occurs during the **policy period**; or
    - (b) if a disease, is caused by or aggravated by conditions of employment by You, and the injured **employee's** last day of last exposure to the conditions causing or aggravating such **bodily injury** occurs during the **policy period**.
- c. The **bodily injury** will be deemed to have been known to have occurred at the earliest time when any Insured or any **employee** authorized by any Insured to give or receive notice of an

accident or claim:

- i. Reports all, or any part, of the **bodily injury** to Us or any other insurer;
  - ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury**; or
  - iii. Becomes aware by any means that the **bodily injury** has occurred or has begun to occur.
  - iv. Becomes aware of an accident or a circumstance which may give rise to an **occurrence**, claim or **suit**.
- d. The **compensatory damages** We will pay, where recovery is permitted by applicable law, include **compensatory damages**:
- i. For which You are liable to a third party by reason of a claim or **suit** against You by that third party to recover the **compensatory damages** claimed against such third party as a result of injury to Your **employee**;
  - ii. For care and loss of services; and
  - iii. For consequential **bodily injury** to a spouse, common law partner, child, parent, brother or sister of the injured **employee**; provided that these damages are the direct consequence of **bodily injury** that arises out of and in the course of the injured **employee's** employment by You; and
  - iv. Because of **bodily injury** to Your **employee** that arises out of and in the course of employment, claimed against You in a capacity other than as employer.
- e. We will have the right and duty to defend any **suit** seeking those **compensatory damages**, however:
- i. We will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** to which this Endorsement does not apply;
  - ii. The amount We will pay for **compensatory damages** is limited as described in PART IV - LIMITS OF INSURANCE;
  - iii. We may investigate and settle any claim or suit at Our discretion; and
  - iv. Our right and duty to defend ends when We have incurred the limits of insurance available under this Endorsement in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

**Bodily injury** intentionally caused or aggravated by You or **bodily injury** resulting from an act

which is determined to have been committed by You if it was reasonable to believe that an injury was substantially likely to occur.

**b. Contractual Liability**

Liability assumed by You under any contract or agreement;

**c. Fines or Penalties**

Any assessment, penalty or fine levied by any regulatory agency or authority.

**d. Punitive Damages**

Multiple, exemplary or punitive damages.

**e. Vessels, Aircraft and Automobiles**

**Bodily injury** arising directly or indirectly, in whole or in part, 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;
- ii. Any premises for the purpose of an airport or **aircraft** landing area and all operations necessary or incidental thereto; or
- iii. Any **automobile** owned or operated by or on behalf of or rented or loaned to any Insured.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **bodily injury**.

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 **suit(s)** against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **bodily injury** involved the ownership, maintenance, use or entrustment to others of any **automobile** that is owned or operated by or on behalf of or rented or loaned to any Insured.

**f. Violation Of Law**

**Bodily injury** suffered or caused by any **employee** while employed in violation of law with Your actual knowledge or the actual knowledge of any of Your executive officers.

**g. Violation Of Age Laws Or Employment Of Minors**

**Bodily injury** suffered or caused by any person:

- i. Knowingly employed by You in violation of any law as to age; or
- ii. Under the age of 14 years, regardless of any such law.

## **h. Personal and Advertising Injury**

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

- B. For the purposes of the coverage provided by this Endorsement, PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D shall also apply to COVERAGE - EMPLOYERS' LIABILITY.
- C. For the purposes of the coverage provided by this Endorsement, PART II - SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D shall also apply to COVERAGE - EMPLOYERS' LIABILITY.
- D. For the purposes of the coverage provided by this Endorsement, PART III - WHO IS AN INSURED, paragraphs 2. and 3. are deleted in their entirety.
- E. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE, A. LIMITS is amended by adding the following:
  - 1. The Employers' Liability Each Accident Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** covered by this Endorsement because of **bodily injury** to one or more **employees** in any one accident or disease; and
  - 2. The Employers' Liability Aggregate Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** covered by this Endorsement because of **bodily injury** to one or more **employees**. Such aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations of the policy to which this Endorsement is attached, unless the **policy period** is extended after the 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 Aggregate Limit.
- F. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE, B. DEDUCTIBLE ON CLAIMS - COVERAGES A, B AND D shall also apply to COVERAGE - EMPLOYERS' LIABILITY.
- G. For the purposes of the coverage provided by this Endorsement, paragraph 9. of PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding the following:

## **9. Duties In The Event of Accident or Injury**

- f. You must furnish complete information on any claim or **suit** arising out of **bodily injury** or any claim or **suit** involving any of the following:
  - i. Death;
  - ii. Quadriplegia or Paraplegia;
  - iii. Brain damage;

# Endorsement



- iv. Loss of vision or loss of hearing;
- v. Loss of limb;
- vi. Hospitalization for more than thirty (30) days;
- vii. Second or Third degree burns;
- viii. Massive internal injuries affecting body organ(s);
- ix. Pollution claims and/or allegations of sexual abuse or sexual assault; or
- x. Class actions, representative proceedings or any single proceeding with more than 5 named plaintiffs

H. For the purposes of the coverage provided by this Endorsement, definitions 6. and 11. of PART VI - DEFINITIONS, are deleted in their entirety and replaced by the following:

6. **Bodily injury** means **bodily injury** by accident or disease.

11. **Coverage territory** means:

- a. Canada; or
- b. All other parts of the world if the **bodily injury** arises out of the activities of a person whose home is in Canada, but is away for a short time on Your business; provided the Insured's responsibility to pay **compensatory damages** is determined in a **suit** on the merits in Canada, or in a settlement We agree to in writing.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ENDORSEMENT #2

### ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM  
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

## SCHEDULE

### Name of Additional Insured person(s) or business entity(ies)

"As required by written contract"

A. PART III - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or **business entity(ies)** shown in the Schedule above, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by Your acts or omissions or the acts or omissions of those acting on Your behalf:

- a. In the performance of Your ongoing operations; or
- b. In connection with Your premises owned by or rented to You;

However:

- c. The insurance afforded to such additional Insured only applies to the extent permitted by law; and
- d. If coverage provided to the additional Insured is required by a contract or agreement, the insurance afforded to such additional Insured will not be broader than that which You are required by the contract or agreement to provide for such additional Insured.

B. With respect to the insurance afforded to these additional Insureds, the following is added to PART IV - LIMITS OF INSURANCE:

If coverage provided to the additional Insured is required by a contract or agreement, the most We will pay on behalf of the additional Insured is the amount of insurance:



# Endorsement



- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused  
this Endorsement to be signed by  
an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ENDORSEMENT #3**

### **VIRUS, BACTERIA, DISEASE AND CONTAGION EXCLUSION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM  
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

The following exclusion is added to PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D:

#### **Virus, Bacteria, Disease And Contagion**

This Insurance Policy provides no coverage for any claim in any way caused by, arising out of or resulting from any virus, bacteria, disease or contagion, including that designated as such by any of the following:

- A. a Federal, Provincial, Territorial or Municipal authority or agency;
- B. a Minister of the Federal, Provincial or Territorial Crown;
- C. a person occupying the position of Chief Medical Officer of Health (or similar position) of a Province, Territory or Municipality;
- D. the World Health Organization;
- E. the Center for Disease ControlCentre for Disease Control of
  - i. Canada or any Canadian Province or Territory;
  - ii. the United Kingdom of Great Britain and Northern Ireland; or
  - iii. the United States of America and any American State or Territory.

For purposes of this Endorsement, virus, bacteria, disease or contagion so designated shall include:

- a) any derivative, mutation or variation of the virus, bacteria, disease or contagion;
- b) any fear or threat of the spread of the virus, bacteria, disease or contagion;

# Endorsement



- c) any failure to prevent, contain or eradicate the virus, bacteria, disease or contagion; and
- d) any action or failure on the part of the Insured to enforce any rules, regulations, laws or requirements to counter, prevent or contain the transmission of any virus, bacteria, disease or contagion, including the allowing or denying of access to premises owned or controlled by the Insured, and any requirement that employees of the Insured, or volunteers or invitees or any third party be required to be vaccinated or provide proof of such vaccination..

For purposes of greater clarity the following are examples of virus, bacteria, disease or contagion that are excluded by this Endorsement:

- 1) Coronavirus disease (COVID-19);
- 2) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- 3) Ebola;
- 4) Avian Influenza (Avian Bird Flu); and,
- 5) Legionella (Legionnaire's Disease).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ENDORSEMENT #4**

### **ERRORS AND OMISSIONS LIABILITY WITH COVERAGE FOR DIRECTORS AND OFFICERS (OCCURRENCE, DEFENCE EXPENSES INCLUDED IN LIMIT)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM

A. PART I - COVERAGES is amended by adding the following:

COVERAGE - ERRORS AND OMISSIONS LIABILITY

#### **1. Insuring Agreement**

- a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of a **wrongful act** to which this Endorsement applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under PART II - SUPPLEMENTARY PAYMENTS.
- b. This Endorsement applies to **wrongful acts** only if:
  - i. The **wrongful act** is committed by a negligent act, omission, neglect or breach of duty arising out of Your business;
  - ii. The **wrongful act** is committed in the **coverage territory**; and
  - iii. The **wrongful act** is committed during the **policy period**.
- c. A **wrongful act** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured or any **employee** authorized by any Insured to give or receive notice of a **wrongful act** or claim, includes any continuation of that **wrongful act** after the end of the **policy period**.
- d. All claims arising out of the same **wrongful act** or any combination of **interrelated wrongful acts** shall be considered a single **wrongful act**, and will be deemed to have been known to have occurred at the earliest time when any Insured or any **employee** authorized by any Insured to give or receive notice of **wrongful act** or claim:

- i. Reports all, or any part, of the **wrongful act** to Us or any other insurer;
  - ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **wrongful act**; or
  - iii. Becomes aware by any means that the **wrongful act** has occurred or has begun to occur.
- e. We will have the right and duty to defend any claim or **suit** seeking those **compensatory damages**, however:
- i. We will have no duty to defend the Insured against any claim or **suit** seeking damages for **wrongful acts** to which this Endorsement does not apply;
  - ii. The amount We will pay for **compensatory damages** and **defence expenses** is limited as described in PART IV - LIMITS OF INSURANCE;
  - iii. We may investigate and settle any claim or **suit** at Our discretion; and
  - iv. Our right and duty to defend ends when We have incurred the limits of insurance available under this Endorsement in the payment of judgments, settlements or **defence expenses**.

## 2. Exclusions

This insurance does not apply to:

### a. Bodily Injury, Property Damage And Personal And Advertising Liability

Any liability arising out of **bodily injury, property damage, or personal and advertising liability**.

### b. Damages Other Than Money

- i. Any claim or **suit** seeking relief, or redress, in any form other than money damages;
- ii. Fees or expenses relating to any claim, demand or **suit** seeking relief or redress, in any form other than money damages.

### c. Failure To Maintain Insurance

Any liability arising out of the Insured's part to effect and maintain insurance.

### d. Fraud Or Dishonesty

Any liability that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from any dishonest, fraudulent, criminal or malicious act or omission of the Insured, or any person at any time employed by the Insured.

### e. Gaining In Fact Or Personal Profit

Any liability that in any way, in whole or in part, directly or indirectly, arises out of, relates to or

# Endorsement



results from any Insured gaining in fact or personal profit or advantage to which the Insured is not legally entitled.

## **f. Insured Versus Insured**

Any claim for **compensatory damages**, loss, cost, or expense brought or maintained by or on behalf of any Insured against any other Insured.

- B. For the purposes of the coverage provided by this Endorsement, PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D shall apply to COVERAGE - ERRORS AND OMISSIONS LIABILITY, and shall also apply to **wrongful acts**.
- C. For the purposes of the coverage provided by this Endorsement, PART II - SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D is deleted and replaced by the following:

### PART II - SUPPLEMENTARY PAYMENTS

We will pay **defence expenses** with respect to any claim We investigate or settle or any suit against an Insured We defend. Unless prevented by law, these payments will reduce the Limits of Insurance.

- D. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE is deleted and replaced by the following:

## **A. LIMITS**

- 1. The Limits of Insurance stated in the Declarations and the rules below fix the most We will pay regardless of the number of:
  - a. Insureds;
  - b. **Wrongful acts, occurrences**, claims made or **suits** brought;
  - c. Persons or **business entities** making claims or bringing **suits**;
- 2. The Errors And Omissions Aggregate Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** and **defence expenses** covered by this Endorsement because of **wrongful acts** to which this insurance applies. Such aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations of the policy to which this Endorsement is attached, unless the **policy period** is extended after the 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 Aggregate Limit.
- 3. Subject to paragraph 2. above, the Errors And Omissions Each Occurrence Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** and **defence expenses** covered by this Endorsement because of **wrongful acts** to which this insurance applies.

## **B. DEDUCTIBLE ON CLAIMS**

- 1. Our obligation to pay **compensatory damages** on Your behalf applies only to the amount of **compensatory damages** and **defence expenses** in excess of any deductible amounts stated in

the Policy Declarations, as applicable to such coverages, and the Limits of Insurance applicable to each claim or **suit** as shown in the policy Declarations will be reduced by the amount of such deductible. The aggregate limit for such coverages shall not be reduced by the application of such deductibles.

2. The deductible amount applies as the result of any one **wrongful act**, regardless of the number of persons or **business entities** which sustain damages because of that **wrongful act**.
3. The terms of this Policy, including those with respect to:
  - a. Our right and duty to defend any claim or **suit** seeking those **compensatory damages** and **defence expenses**; and
  - b. Your duties in the event of an **wrongful act**,apply irrespective of the application of the deductible amount.
4. We may pay any part, or all, of the deductible amount to effect settlement of any claim or **suit** and, upon notification of the action taken, You shall promptly reimburse Us for such part of the deductible amount as has been paid by Us.

E. For the purposes of the coverage provided by this Endorsement, Conditions 9. and 14. of PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS are deleted and replaced by the following:

## **9. Duties In The Event Of A Wrongful Act, Claim Or Suit**

- a. You must see to it that We are notified as soon as practicable of a **wrongful act** which may result in a claim or **suit**. Notice should include:
  - i. How, when and where the **wrongful act** took place; and
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the **wrongful act**.
- b. If a claim is made or **suit** is brought against any Insured, You must:
  - i. Immediately record the specifics of the claim or **suit** and the date received; and
  - ii. Notify Us in writing as soon as practicable of the claim or **suit**.
- c. You and any other involved Insured must:
  - i. Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
  - ii. Authorize Us to obtain records and other information;
  - iii. Cooperate with Us in the investigation, settlement or defence of the claim or **suit**; and
  - iv. Assist us, upon Our request, in the enforcement of any right against any person or

# Endorsement



**business entity** which may be liable to the Insured because of an **wrongful act** to which this Endorsement may also apply.

- d. No Insured will make any admission of liability, without Our consent;
- e. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense without Our consent.

## 14. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss We cover under this Endorsement, Our obligations are limited as follows:

### a. Primary Insurance

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

### b. Excess Insurance

This Policy is excess over any other insurance, whether primary, excess, contingent or on any other basis that is insurance purchased by You to cover Your liability with respect to Errors and Omissions or similar coverage.

When this Policy is excess, We will have no duty to defend any claim or **suit** that any other insurer has a duty to defend. If no other insurer defends, We will have the right to defend but not the obligation to do so. If We elect to defend, We will be entitled to all the Insured's rights against all those other insurers. When this Policy is excess over other insurance, We will pay only Our share of the amount of the loss, if any, that exceeds the sum of:

- i. The total amount that all such other insurance would pay for the loss in the absence of this Policy; and
- ii. The total of all deductible and self-insured amounts under all that other insurance.

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

### c. Method of Sharing

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

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

F. For the purposes of coverage provided by this Endorsement, the following are added to PART VI -



# Endorsement



## DEFINITIONS:

**Defence expenses** means those reasonable and necessary expenses that result from the investigation, settlement and defence of a specific claim or **suit**, including:

- a. All expenses We incur;
- b. The expense of legal, administrative or alternative dispute resolution proceedings;
- c. The cost of bonds to release attachments or as may be required by Court order, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
- d. All reasonable expenses incurred by the Insured at Our request to assist Us in the investigation or defence of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work; and
- e. All court costs taxed against the Insured in the **suit**;
- f. Prejudgment interest awarded against the Insured on that part of the judgment We pay. If We make an offer to pay the applicable limit of insurance, We will not pay any prejudgment interest based on that period of time after the offer;
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before We have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

**Interrelated wrongful acts** means all causally connected **wrongful acts** arising out of the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for any claim or **suit**.

**Wrongful act** means:

- a. Any actual or alleged negligent error, misstatement, or misleading statement by an Insured;
- b. Any actual or alleged negligent act, omission, neglect or breach of duty by an Insured. A **wrongful act** does not include any activity of an insured who is a member of a licensed or certified profession where such activity is related to the practice of such profession, whether on a voluntary basis or otherwise. A wrongful act includes **interrelated wrongful acts**.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. \_\_\_\_\_

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ENDORSEMENT #5

### **PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION (DESIGNATED PERSON OR BUSINESS ENTITY)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM  
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

## SCHEDULE

### **Name of person(s) or business entity(ies)**

Biathlon Canada, Biathlon Alberta, Alberta Biathlon Club

Solely with respect to the person(s) or **business entity(ies)** shown in the Schedule, the following is added to PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 14:

Primary and Non-Contributory Insurance:

This Policy is primary to and will not seek contribution from any other insurance available to an additional Insured under this Policy provided that:

- a. The additional Insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this Policy would be primary and would not seek contribution from any other insurance available to the additional Insured.

# Endorsement



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All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused  
this Endorsement to be signed by  
an Authorized Representative.

Per.

A handwritten signature in black ink, appearing to be a stylized "S" or "J", is written over a horizontal line.

# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ENDORSEMENT #6**

### **S.P.F. NO. 6 - STANDARD NON-OWNED AUTOMOBILE LIABILITY POLICY**

#### **SCHEDULE:**

##### Coverages

Inclusive Limits: Bodily Injury Liability  
and  
Property Damage Liability combined

Limits of Liability as shown in the Declarations.

This Coverage Rider is evidence of a contract of Insurance between the Insured and the Insurer, subject in all respects to the Standard Non-Owned Automobile Policy (S.P.F. No. 6 or Q.P.F. No. 6) approved by the Superintendent of Insurance for the province stated in the Declarations. Upon request, the Insurer will provide to the Insured a copy of the said standard policy form.

#### **INSURING AGREEMENT:**

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

#### **THIRD PARTY LIABILITY**

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

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

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

1. 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
2. for any liability imposed upon any person insured by this policy:
  - a. by any workmen's compensation law; or

# Endorsement



- b. by any law for bodily injury to or the death of the Insured or any partner or employee of the Insured while engaged in the business of the Insured; or
3. for any liability assumed by any person insured by this policy voluntarily under any contract or agreement unless such contract or agreement is in writing; or
4. for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Policy or to any property owned or rented by, or in the care, custody or control of any such person; or
5. any amount in excess of the limit stated in the Liability Declarations and expenditures provided for in the Additional Agreement of this Policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to nuclear energy hazard.

## **ADDITIONAL AGREEMENTS OF INSURER**

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

1. upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
2. to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
3. to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
4. in case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
5. be liable up to the minimum limit(s) prescribed for that Province or Territory of Canada in which the accident occurred, if that limit(s) is higher than the limit as stated in the Liability Declarations; and
6. not set up any defence to a claim that might not be set up if the policy were a Motor Vehicle Liability Policy issued in the Province or Territory of Canada in which the accident occurred.

## **AGREEMENTS OF INSURED**

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

1. by the acceptance of this Policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any Province or Territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
2. 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.

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## GENERAL PROVISIONS AND DEFINITIONS

- 1. ADDITIONAL INSURED:** The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof personally drives
  - a. in the business of the Insured stated in the Declarations, any automobile not owned in whole or part by or licensed in the names 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 part or licensed in the name of such additional insured person.
- 2. TERRITORY:** This Policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.
- 3. HIRED AUTOMOBILES DEFINED:** The term **hired automobiles** as used in this Policy means automobiles hired or leased from others with or without drivers used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.
- 4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED:** the term **automobiles operated under contract** as used in this Policy shall mean automobiles operated in the business of the Insured stated in the Declarations 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 part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.
- 5. TWO OR MORE AUTOMOBILES:** When two or more automobiles are insured hereunder the terms of this Policy shall apply separately to each but a motor vehicle and trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.
- 6. PREMIUM ADJUSTMENT:** the advance Premium stated in Item 5 of the application is computed on the estimated total cost of hire for the Policy Period. The words cost of hire as used herein mean the entire amount incurred for **hired automobiles** and drivers when such automobiles are hired with drivers or the amount incurred for **hired automobiles** and the wages paid to drivers when such drivers are employees of the Insured.

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

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay

additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

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

## **STATUTORY CONDITIONS**

The insurance under this section is subject to the Statutory Conditions of the Standard Non-Owned Automobile Policy approved by the Superintendent of Insurance for the Province in which this Policy is issued.

### **STANDARD NON-OWNED AUTOMOBILE STATUTORY CONDITIONS**

In these Statutory conditions, unless the context otherwise requires the word Insured means a person insured by this contract whether named or not.

## **MATERIAL CHANGE IN RISK**

1. (1) The Insured named in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.
- (2) Without restricting the generality of the foregoing, the words change in the risk material to the contract include:
  - a. any change in the insurable interest of the Insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the BANKRUPTCY ACT (Canada); and in respect of insurance against loss of or damage to the automobile;
  - b. any mortgage, lien or encumbrance affecting the automobile after the application for this contract;
  - c. any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

## **PROHIBITED USE BY INSURED**

2. (1) The Insured shall not drive or operate the automobile
  - a. unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or
  - b. while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
  - c. while he is under the age of sixteen years or under such other age as is prescribed by law of the Province in which he resides at the time this contract is made as being the minimum age at

which a licence or permit to drive an automobile may be issued to him; or

- d. for any illicit or prohibited trade or transportation; or
- e. in any race or speed test;
- f. while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile.

## **PROHIBITED USE BY OTHERS**

(2) The Insured shall not permit, suffer, allow or connive at the use of the automobile,

- a. by any person,
  - i. unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
  - ii. while that person is under the age of sixteen years or under such other age as is prescribed by the law of the Province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
- b. by any person who is a member of the household of the insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
- c. any illicit or prohibited trade or transportation; or
- d. in any race or speed test; or
- e. by any person while that person is under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile.

## **REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY**

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



- (2) The Insured shall not,
  - a. voluntarily assume any liability or settle any claim except at his own cost; or
  - b. interfere in any negotiations for settlement or in any legal proceeding.
- (3) The Insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

## **REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE**

- 4. (1) Where loss of or damage to the automobile occurs, the Insured shall, if the loss or damage is covered by this contract,
  - a. promptly give notice in writing to the Insurer with the fullest information obtainable at the time; and
  - b. at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and
  - c. deliver to the Insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the damage, the interest of the Insured and all others therein, the encumbrances thereon, all other insurance, whether valid or not covering the automobile and that the loss or damage did not occur through any willful act or neglect, procurement, means or connivance of the Insured.
- (2) Any further loss or damage to the automobile directly or indirectly from a failure to protect it as required under subcondition (1) of this condition is not recoverable under this contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,
  - a. without the written consent of the Insurer; or
  - b. until the Insurer has had a reasonable time to make the examination for which provision is made in statutory condition 5.

## **EXAMINATION OF INSURED**

- (4) The Insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.

## **INSURER LIABLE FOR CASH VALUE OF AUTOMOBILE**

- (5) The Insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that

actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out-of-stock, the liability of the Insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

## **REPAIR OR REPLACEMENT**

- (6) Except where an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of the like or kind and quality if within seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.

## **NO ABANDONMENT: SALVAGE**

- (7) There shall be no abandonment of the automobile to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the Insurer.

## **IN CASE OF DISAGREEMENT**

- (8) In the event of the disagreement as to the nature and extent of the repairs and replacement required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by appraisal as provided under THE INSURANCE ACT before there can be recovery under this contract, whether the right to recover under this contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

## **INSPECTION OF AUTOMOBILE**

5. The Insured shall permit the Insurer at all reasonable times to inspect the automobile and its equipment.

## **TIME AND MANNER OF PAYMENT OF INSURANCE MONEY**

6. (1) The Insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under sub-condition 8 of statutory condition 4, within fifteen days after the award is rendered by the appraisers.

## **WHERE ACTION MAY BE BROUGHT**

- (2) The Insured shall not bring action to recover the amount of a claim under this contract unless the requirements of statutory conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the Insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

## **LIMITATION OF ACTIONS**

- (3) Every action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one

year next after the cause of action arose and not afterwards.

## **WHO MAY GIVE NOTICE AND PROOFS OF CLAIM**

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

## **TERMINATION**

8. (1) 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 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 the 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 fifteen days mentioned in clause (a) of subsection 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.

## **NOTICE**

9. 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 at his latest post office address as notified to the Insurer. In this condition, the expression registered means registered in or outside Canada.

## **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

# Endorsement



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relating to this insurance.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused  
this Endorsement to be signed by  
an Authorized Representative.

Per.

A handwritten signature in dark ink, appearing to be a stylized "S" or "J", is written over a horizontal line.

# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ENDORSEMENT #7

### **S.E.F. NO. 94 -LEGAL LIABILITY FOR DAMAGE TO NON OWNED AUTOMOBILES** (for attachment only to a Non-Owned Policy S.P.F. No. 6)

## THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

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 NON OWNED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of **any automobile, not owned in whole or in part by or licensed in the name of the Insured** and resulting from loss or damage thereto, caused solely by:

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

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

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

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

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

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

### DEDUCTIBLE CLAUSE

# Endorsement



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, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
  - h. for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or
3. under subsections 3 (Comprehensive) 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

## **ADDITIONAL AGREEMENT**

# Endorsement



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

| Subsection | Perils     | Limits and Deductible   |
|------------|------------|---|
| 1.         | All Perils | Limits: <del>\$\$\$</del> <b>50,000</b> (exclusive of interests and costs) any one accident<br><br>Deductible: The amount stated in the Declarations of this Policy |

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, appearing to be a stylized 'S' or 'Z' shape, is written over a horizontal line.

# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ENDORSEMENT #8**

### **S.E.F. NO. 96 - CONTRACTUAL LIABILITY ENDORSEMENT** (for attachment only to a Non-Owned Policy S.P.F. No. 6)

It is agreed that exclusion (3) of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

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

All written contracts entered into by the Insured.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line, is written over a horizontal line.



# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ENDORSEMENT #9

**S.E.F NO. 99 - EXCLUDING LONG TERM LEASED VEHICLE**  
(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 3 (Hired Automobiles Defined) of the General Provision and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

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

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J', is written over a horizontal line.

# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ENDORSEMENT #10

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

(for attachment only to a Non-Owned 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:**

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).

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.

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.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. \_\_\_\_\_

A handwritten signature in dark ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ENDORSEMENT #11

### **ABUSE INCIDENT LIABILITY COVERAGE (CLAIMS MADE)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM

- A. If no Retroactive Date is shown in the Declarations, the Retroactive Date will be deemed to be the first day of the **policy period**.
- B. PART I - COVERAGES is amended by adding the following:

#### **ABUSE INCIDENT LIABILITY COVERAGE**

##### **1. Insuring Agreements**

- a. We will pay those sums the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** to which this Endorsement applies. We will have the right and duty to defend the Insured against any **suit** seeking those **compensatory damages**. However, We will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** to which this Endorsement does not apply. At Our discretion, We may investigate any **abuse incident** that may involve this Endorsement, and settle any claim or **suit** that may result. However:
- i. The amount We will pay for the sum of **compensatory damages** and **defence expenses** is limited as described in Limits Of Insurance of this Endorsement; and
  - ii. Our right and duty to defend ends when We have used up the applicable limits of insurance in the payment of judgments, settlements or **defence expenses** under this Endorsement.
- b. This Endorsement applies to **bodily injury** only if:
- i. The **bodily injury** is caused by, arises out of or results from an actual or threatened **abuse incident**; and
  - ii. The **abuse incident** takes place in the **coverage territory**; and

- iii. The **bodily injury** did not occur before the Retroactive Date, if any, shown in the Declarations, or after the end of the **policy period**; and
- iv. A claim or **suit** seeking **compensatory damages** because of **bodily injury** is first made or brought against any Insured during the **policy period**, or during any Extended Reporting Period We provide under this Endorsement.
- c. Any **bodily injury** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured or any **employee** authorized by the Insured to give or receive notice of an **abuse incident**, claim or **suit**, includes any **continuation** of that **bodily injury** after the end of the **policy period**.
- d. All claims or **suits** for **compensatory damages** because of **bodily injury** arising out of actual or threatened **abuse** to a person or persons because of multiple, continuous, sporadic or related actual or threatened acts of **abuse** committed or alleged to have been committed by one perpetrator or two or more perpetrators acting together, or by the **business entity** to which this Endorsement applies, will be deemed to be one **abuse incident** and will be deemed to have occurred at the time of the first act of such **abuse**.
- e. A claim or **suit** by a person or organization seeking **compensatory damages** will be deemed to have been made when notice of such claim or **suit** is received and recorded by any Insured or by Us, whichever comes first.
- f. All claims or **suits** for **compensatory damages** because of **bodily injury** to the same person, including **compensatory damages** claimed by any person or **business entity** for care, loss of services, or death resulting at any time from the **bodily injury**, will be deemed to have been made at the time the first of those claims or **suits** is made against any Insured.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under PART II - SUPPLEMENTAL PAYMENTS - ABUSE INCIDENT LIABILITY COVERAGE.

## 2. Exclusions

This Endorsement does not apply to:

### a. Any Cause Other Than an Abuse Incident

**Bodily injury** arising directly or indirectly from any cause other than the **abuse incident**.

### b. Fines And Penalties

Any fines, penalties, punitive damages, exemplary damages, aggravated damages, or the multiple portion of any multiplied damage award.

### c. Child, Youth and Family Services Act

**Bodily injury** allegedly or actually arising from the failure of any Insured to comply with the obligations prescribed by any Child, Youth and Family Services Act or any previous or corresponding statute in the applicable jurisdiction.

## **d. Participating Insured or Criminal Acts**

- i. Any Insured who allegedly or actually participated in, directed, instigated, facilitated, prompted, promoted, condoned, connived in, or otherwise was involved in any way with the **abuse incident**; or
- ii. **Bodily injury** allegedly or actually arising out of any criminal act by, or with the connivance of, any Insured.

## **e. Passive Insured**

Any Insured who remains passive upon gaining knowledge of any actual, alleged or threatened **abuse**.

## **f. Known Offenders**

Any claims or **suits** arising from an **abuse incident** allegedly or actually, directly or indirectly caused by any of Your **employees** or **volunteer workers**, where any **employee** or **volunteer worker** has been designated by You as having **supervisory authority** either

- i. Knew, or
- ii. Ought to have known

That the **employee** or **volunteer worker** had previously directly or indirectly caused an **abuse incident**, or was likely to directly or indirectly cause an **abuse incident**.

- C. For the purposes of the coverage provided by this Endorsement, PART II - SUPPLEMENTAL PAYMENTS - COVERAGES A, B AND D is deleted and replaced by the following:

### **PART II - SUPPLEMENTAL PAYMENTS - ABUSE INCIDENT LIABILITY COVERAGE**

For the purposes of this Endorsement, We will pay **defence expenses** with respect to any claim We investigate or settle, or any **suit** against an Insured We defend. Unless prevented by law, these payments will reduce the Limits of Insurance.

- D. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE is deleted and replaced by the following:

### **PART IV - LIMITS OF INSURANCE**

#### **A. LIMITS**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most We will pay under Abuse Incident Liability Coverage provided by this Endorsement, regardless of the number of:
  - a. Insureds;
  - b. **Abuse incidents, occurrences**, claims made or **suits** brought; or

- c. Persons or **business entities** making claims or bringing **suits**.
2. Subject to applicable law, the Abuse Aggregate Limit is the most We will pay for the sum of all **compensatory damages** and **defence expenses** for all claims or **suits** covered by this Endorsement.
3. Subject to applicable law, **defence expenses** are part of, and not in addition to, the Limits of Insurance provided by this Endorsement. The Abuse Each Occurrence Limit and the Abuse Aggregate Limit, shown in the Declarations, will be reduced by the sum of the amounts We pay as **compensatory damages** and **defence expenses**.
4. Subject to Paragraph 2. above, the Abuse Each Occurrence Limit is the most We will pay for the sum of all **compensatory damages** and **defence expenses** because of all **bodily injury** arising out of any one **abuse incident**, regardless of the number of acts of **abuse** committed, the period of time over which such acts occur, the number of claimants, or the number of perpetrators taking part in the **abuse incident**.
5. The coverage provided by this Endorsement does not provide any duplication or overlap of any other coverage provided elsewhere in the Policy to which this Endorsement is attached. No coverage is provided for **bodily injury** arising out of or resulting from an actual or threatened **abuse incident** under this Policy except as provided in this Endorsement.

The Limits of Insurance shown in the Declarations applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations, unless the **policy period** is extended after the 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.

## **B. DEDUCTIBLE**

1. Our obligation to pay **compensatory damages** and **defence expenses** on Your behalf applies only to the amount of **compensatory damages** and **defence expenses** in excess of any deductible amounts stated in the Declarations as applicable to coverage provided by this Endorsement, and the Limits of Insurance as shown in the Declarations will be reduced by the amount of such deductible. The Abuse Aggregate Limit shall not be reduced by the application of such deductible amount.
2. The deductible amount applies as the result of any one **abuse incident**, regardless of the number of persons or **business entities** who sustain damages because of that **abuse incident**.
3. The terms of this Endorsement, including those with respect to;
  - a. Our right and duty to defend any claim or **suit** seeking those **compensatory damages** and **defence expense**; and
  - b. Your duties in the event of an **abuse incident**, claim or **suit**,apply irrespective of the application of the deductible amount.
4. We may pay any part, or all, of the deductible amount to effect settlement of any claim or **suit** and,

# Endorsement



upon notification of such payment made, You shall promptly reimburse Us for such part of the deductible amount as has been paid by Us.

E. For the purposes of the coverage provided by this Endorsement, PART IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The heading and Paragraph a. of Condition 9. Duties in the Event of Occurrence, Offence, Claim or Suit is deleted and replaced by the following:

## **9. Duties In The Event Of Abuse Incident, Claim Or Suit**

- a. You must see to it that We are notified as soon as practicable of an act or allegation of **abuse incident** which may result in a claim or **suit**. To the extent possible, notice should include:
  - i. How, when and where the **abuse incident** took place; and
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the **abuse incident**.

2. Condition 14. Other Insurance, Paragraph b. is deleted and replaced by the following:

### **b. Excess Insurance**

The insurance provided by this Endorsement is excess over any other valid and collectible abuse liability insurance provided to any Insured, whether such other insurance is provided on a primary, excess, contingent or any other basis, unless such other insurance is written to be specifically excess of this Endorsement

3. The following Conditions are added:

### **Anti-Stacking of Limits**

If this Endorsement and any other endorsement, coverage form or policy issued to You by Us or any company affiliated with Us applies to the same **abuse incident**, the aggregate maximum Limit of Insurance under all such endorsements, coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement, coverage form or policy and only a single limit shall apply. This condition does not apply to any endorsement, coverage form or policy issued by Us or an affiliated company specifically to apply as excess insurance over this Endorsement.

### **Transfer of Control of Defence**

Before the applicable limit of insurance is used up by Us, You may take over control of the defence of any outstanding claim or **suit** previously reported to Us if:

- a. We and You agree; or
- b. A court orders You to do so.

If the applicable limit of insurance is used up, We will notify You as soon as practicable of all

# Endorsement



outstanding claims or **suits**, so You can arrange to take over control of their defence.

We agree to take whatever steps necessary during a transfer of control of defence of an outstanding claim or **suit** to continue that defence and avoid a default judgment during such transfer. When We take such steps, You agree that We do not waive or give up any of Our rights. You also agree to repay the reasonable expenses We incur for such steps taken after the applicable limit of insurance is used up.

- F. For the purposes of the coverage provided by this Endorsement, the following definitions are added to PART VI - DEFINITIONS:

**Abuse incident** means a single act, or multiple, continuous, sporadic or related acts of **abuse**, caused to one or more persons, by one perpetrator, or two or more perpetrators acting together. **Abuse incident** includes negligent employment or supervision of any person accused or involved in such **abuse**.

**Defence expenses** means those reasonable and necessary expenses that result from the investigation, settlement and defence of a specific claim or **suit**, including:

- a. All expenses We incur;
- b. The expense of legal, administrative or alternative dispute resolution proceedings;
- c. The cost of bonds to release attachments or as may be required by Court order, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
- d. All reasonable expenses incurred by the Insured at Our request to assist Us in the investigation or defence of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work; and
- e. All court costs taxed against the Insured in the **suit**;
- f. Prejudgment interest awarded against the Insured on that part of the judgment We pay. If We make an offer to pay the applicable limit of insurance, We will not pay any prejudgment interest based on that period of time after the offer;
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before We have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

**Passive Insured** means any Insured that accepts or allows what happens or what others do, without active response or resistance upon gaining knowledge of any actual, alleged or threatened **abuse**.

**Supervisory authority** means a person or persons who have the authority to employ or terminate the employment of other **employees** or **volunteer workers**.

- G. For the purposes of the coverage provided by this Endorsement, the following Extended Reporting Period is added to the Policy:

1. We will provide an automatic Extended Reporting Period as described below, if:



# Endorsement



- a. This Policy is cancelled or not renewed for any reason except non-payment of premium;
- b. We renew or replace this Policy with other insurance that:
  - i. Has a Retroactive Date later than the one shown in the Declarations of this Policy; or
  - ii. Does not apply to **bodily injury** on a claims-made basis.
2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to claims for **bodily injury** that occurs before the end of the **policy period** but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Period may not be cancelled.
3. The Extended Reporting Period starts with the end of the **policy period** and lasts for:
  - a. One year with respect to claims because of **bodily injury** arising out of an **abuse incident** reported to Us, not later than 60 days after the end of the **policy period**, in accordance with PART IV - CONDITIONS, Paragraph 9. a. of Duties In The Event Of Abuse Incident, Claim Or Suit;
  - b. Sixty days with respect to claims arising from **abuse incidents** not previously reported to Us.
4. The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance You purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
5. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. \_\_\_\_\_

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

# Endorsement



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Policy Number: CAS801981-03  
Insured: BIATHLON CANADA  
Effective Date: March 31, 2025

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ENDORSEMENT #12

### **ADDITIONAL INSURED- WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM  
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

## SCHEDULE

### **Name of Additional Insured person(s) or business entity(ies)**

Calgary Olympic Development Association O/A Winsport, And Its Directors, Officers, Employees, Volunteers, Guides, Agents, Independent Contractors, Representatives, Successors, Assigns And All Those In Law For Whom They Are Responsible

A. PART III - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or **business entity(ies)** shown in the Schedule above, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by Your acts or omissions or the acts or omissions of those acting on Your behalf:

- a. In the performance of Your ongoing operations; or
- b. In connection with Your premises owned by or rented to You;

However:

- a. The insurance afforded to such additional Insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional Insured is required by a contract or agreement, the insurance afforded to such additional Insured will not be broader than that which You are required by the contract or agreement to provide for such additional Insured.

B. With respect to the insurance afforded to these additional Insureds, the following is added to PART IV - LIMITS OF INSURANCE:

If coverage provided to the additional Insured is required by a contract or agreement, the most We will

# Endorsement



pay on behalf of the additional Insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

- C. With respect to the insurance afforded to these additional Insureds, the following is added to Condition 22. Subrogation:

We waive any right of recovery against the person(s) or **business entity(ies)** shown in the Schedule above because of payments We make under this Policy. Such waiver by Us applies only to the extent that the Insured has waived its right of recovery against such person(s) or **business entity(ies)** prior to loss. This waiver applies only to the person(s) or **business entity(ies)** shown in the Schedule above.

This Endorsement shall not increase the applicable Limits of Insurance

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. \_\_\_\_\_

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

# Markel Canada

Commercial General Liability Policy  
Occurrence Form



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## COMMERCIAL GENERAL LIABILITY POLICY OCCURRENCE FORM

### THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

#### PLEASE READ THE ENTIRE POLICY CAREFULLY

This Policy is subject to its Insuring Agreements, Exclusions, Conditions and Definitions as well as the Declarations and Endorsements forming part of this Policy. Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

**Coverage under the various Insuring Agreements is only provided if an amount of insurance is shown in the applicable section of the Declarations for such Insuring Agreements. Headings of each Insuring Agreement, Extensions, Exclusions or Conditions and throughout the entire Policy are for ease of identification only and shall not affect the interpretation of this Policy.**

Throughout this Policy the words "You" and "Your" refer to the **Named Insured** shown in the Declarations. The words "We", "Us" and "Our" refer to Markel Canada (the "Company") as the insurer providing this Policy. The word "Insured" means any person or **business entity** qualifying as such under **PART III – WHO IS AN INSURED**.

Other words and phrases that appear in **bold** have defined meanings and are set out in **PART VI – DEFINITIONS**.

You have applied for insurance and We have relied upon underwriting information provided by You in Your application for coverage, and in consideration of the Premium having been paid to Us, We agree to pay or indemnify You to the extent and in the manner herein provided.

### PART I – COVERAGES

#### COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** or **property damage** to which this Policy applies. We will have the right and duty to defend the Insured against any **suit** seeking those **compensatory damages**. However, We will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this Policy does not apply. At Our discretion, We may investigate any **occurrence** that may involve this Policy and settle any claim or **suit** that may result. However:
  - i. The amount We will pay for **compensatory damages** is limited as described in **PART IV – LIMITS OF INSURANCE**; and
  - ii. Our right and duty to defend ends when We have incurred the limits of insurance available under this Policy 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 **PART II – SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D**.

- b. This Policy applies to **bodily injury** or **property damage** only if:
  - i. The **bodily injury** or **property damage** occurs during the **policy period**; and
  - ii. The **bodily injury** or **property damage** is caused by an **occurrence**; and
  - iii. The **occurrence** takes place in the **coverage territory**; and

- iv. Prior to the **policy period**, no Insured and no **employee** authorized by any 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** of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the commencement of 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 or any **employee** authorized by any Insured to give or receive notice of an **occurrence** or claim, includes any **continuation** 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 or any **employee** authorized by any Insured to give or receive notice of an **occurrence** or claim:
  - i. Reports all, or any part, of the **bodily injury** or **property damage** to Us or any other insurer;
  - ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury** or **property damage**; or
  - iii. Becomes aware by any means that **bodily injury** or **property damage** has occurred or has begun to occur.
  - iv. Becomes aware of an **occurrence** or a circumstance which may give rise to an **occurrence**, claim or **suit**.
- e. **Compensatory damages** because of **bodily injury** include **compensatory damages** claimed by any person or **business entity** for care, loss of services or death resulting at any time from the **bodily injury**.
- f. **Property damage** that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the **occurrence** that caused it.

## 2. Exclusions

This Policy does not apply to:

### a. Aircraft And Watercraft

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

- i. Any **aircraft**, or **watercraft** owned or operated by or rented or loaned to any Insured;
- ii. Any premises for the purpose of any airport or **aircraft** landing area, hanger and all operations necessary or incidental thereto; or
- iii. Any premises for the purpose of any **watercraft** landing area, marina, dock, boathouse, berth or mooring and all operations necessary or incidental thereto.

"Use" includes operation, operational control and **loading or unloading**.

This exclusion extends to claims against any Insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **occurrence** which caused or contributed to 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:

- iv. A **watercraft** while ashore on premises You own or rent;
- v. A **watercraft** You do not own that is less than 8 metres long and it is not being used to carry persons or property for a charge;

- vi. Liability assumed under any **insured contract** for the ownership, maintenance or use of **aircraft** or **watercraft**; or
- vii. An **aircraft** or **watercraft** that is chartered by, loaned to, or hired by You with a paid crew and not owned by any Insured.

**b. Automobile**

- i. **Bodily injury** or **property damage** arising directly or indirectly out of ownership, maintenance, use, or entrustment to others by or on behalf of any Insured of:
  - (a) Any **automobile**;
  - (b) Any motorized snow vehicle or its trailers;
  - (c) Any vehicle while being used in any power, haulage, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
  - (d) Any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle, while such machinery or apparatus is in actual use or operation.

"Use" includes operation, operational control, and **loading or unloading**.

- ii. **Bodily injury** or **property damage** with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.
- iii. **Bodily injury** or **property damage** with respect to actual or alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **occurrence** which caused or contributed to 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 applies regardless of any other actual or alleged cause or event that actually or allegedly directly or indirectly:
  - (a) Contributes concurrently to; or
  - (b) Contributes in sequence to

such **bodily injury** or **property damage**, even if such actual or alleged cause or event would otherwise be covered.

This exclusion does not apply to:

- iv. **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 workers compensation law;
- v. **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; or
- vi. 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**.

**c. Contractual Liability**

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



- i. Assumed in a contract or agreement that is an **insured contract**, 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 attorneys' 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 defence has also been assumed in the same **insured contract**; and
  - (b) Such attorneys' fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which **compensatory damages** to which this Policy applies are alleged.
- ii. That the Insured would have in the absence of the contract or agreement.

**d. Damage To Impaired Property Or Property Not Physically Damaged**

**Property damage** to **impaired property** or property that has not be physically damaged, arising out of:

- i. A defect, deficiency, inadequacy or dangerous condition in **Your product** or **Your work**; or
- ii. A delay or failure by You or anyone acting on Your behalf to perform a contract or agreement in accordance with its terms.

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

**e. Damage To Property**

**Property damage** to:

- i. Property You own, rent, or occupy;
- ii. Property owned or transported by the Insured and arising out of the ownership, maintenance or use of an **automobile**;
- iii. Premises You sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- iv. Property loaned to You;
- v. Personal property in the Insured's care, custody or control;
- vi. That particular part of real property on which You or any contractor or subcontractor working directly or indirectly on Your behalf are performing operations, if the **property damage** arises out of those operations; or
- vii. That particular part of any property that must be restored, repaired or replaced because **Your work** was incorrectly performed on it.

Paragraph iii. of this exclusion does not apply if the premises are **Your work** and were never occupied, rented or held for rental by You.

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

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

**f. Damage To Your Product**

**Property damage** to **Your product** arising out of it or any part of it.

**g. Damage To Your Work**

**Property damage** to **Your 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 Your behalf by a subcontractor.

#### **h. Employer's Liability**

**Bodily injury** to:

- i. 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
- ii. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph i. above.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- iii. Liability assumed by the Insured under an **insured contract**; or
- iv. A claim made or a **suit** brought by a Canadian resident **employee** on whose behalf contributions are made by or required to be made by You 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.

#### **i. 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.

#### **j. Liquor and Marijuana Liability**

**Bodily injury** or **property damage** for which any Insured may be held liable by reason of:

- i. Causing or contributing to the intoxication of any person;
- ii. The furnishing of alcoholic beverages or marijuana to a person under the legal consumption age or under the influence of alcohol or marijuana; or
- iii. Violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages or marijuana.

This exclusion extends to claims against any Insured that allege negligence or other wrongdoing in:

- iv. The supervision, hiring, employment, training or monitoring of others by any Insured; or
- v. Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol or marijuana;

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in Paragraphs i., ii. or iii. above.

However, this exclusion applies only if You are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages or marijuana. For the purposes of this exclusion, permitting a person to bring alcoholic beverages or marijuana on Your premises for consumption on Your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages or marijuana.

#### **k. Personal And Advertising Injury**

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

## I. Professional Services

**Bodily injury**, other than **incidental medical malpractice injury**, or **property damage** due to the rendering of or failure to render by You or on Your behalf of any **professional services** for others, or any error or omission, malpractice or mistake in providing those services.

## m. Recall Of Products, Work Or Impaired Property

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

- i. **Your product;**
- ii. **Your work;** or
- iii. **Impaired property;**

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

## COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **personal and advertising injury** to which this Policy applies. We will have the right and duty to defend the Insured against any claim or **suit** seeking those **compensatory damages**. However, We will have no duty to defend the Insured against any claim or **suit** seeking damages for **personal and advertising injury** to which this Policy does not apply. At Our discretion, We may investigate any offence that may involve this Policy and settle any claim or **suit** that may result. However:

- i. The amount We will pay for **compensatory damages** is limited as described in **PART IV – LIMITS OF INSURANCE**; and
- ii. Our right and duty to defend ends when We have incurred the limits of insurance available under this Policy 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 **PART II – SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D**.

- b. This Policy applies to **personal and advertising injury** only if:
  - i. The **personal and advertising injury** is caused by an offence arising out of Your business; and
  - ii. The offence is committed in the **coverage territory**; and
  - iii. The **personal and advertising injury** occurs during the **policy period**; and
  - iv. Prior to the **policy period**, no Insured and no **employee** authorized by any Insured to give or receive notice of an offence or claim, knew that the **personal and advertising injury** had occurred, in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the **policy period**, that the **personal and advertising injury** occurred, then any **continuation** of such **personal and advertising injury** during or after the **policy period** will be deemed to have been known prior to the commencement of the **policy period**.
- c. **Personal and advertising injury** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured or any **employee** authorized by any Insured to give or receive notice of an offence or claim, includes any **continuation** of that **personal and advertising injury** after the end of the **policy period**.

- d. **Personal and advertising injury** will be deemed to have been known to have occurred at the earliest time when any Insured or any **employee** authorized by any Insured to give or receive notice of an offence or claim:
  - i. Reports all, or any part, of the **personal and advertising injury** to Us or any other insurer;
  - ii. Receives a written or verbal demand or claim for **compensatory damages** because of **personal and advertising injury**; or
  - iii. Becomes aware by any means that **personal and advertising injury** has occurred or has begun to occur.

## 2. Exclusions

This Policy does not apply to:

### a. 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 Your **advertisement**.

### b. Contractual Liability

**Personal and advertising injury** for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- i. Liability for **compensatory damages** that the Insured would have in the absence of the contract or agreement; or
- ii. Liability for false arrest, detention, or imprisonment assumed in a contract or agreement.

### c. Criminal Acts

**Personal and advertising injury** arising out of a criminal act committed by or at the direction of the Insured.

### d. 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.

### e. Infringement Of Copyright, Patent, Trademark Or Trade Secret

**Personal and advertising injury** arising out of any or alleged infringement or violation of copyright, patent, trade dress, trademark, service mark, trade name, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in Your **advertisement**.

However, this exclusion does not apply to infringement, in Your **advertisement**, of copyright, trade dress or slogan.

### f. Insureds In Media And Internet Type Businesses

**Personal and advertising injury** arising out of an offence committed by an Insured whose business is:

- i. Advertising, broadcasting, publishing or telecasting;
- ii. Designing or determining content of websites for others; or
- iii. An Internet search, access, content or service provider.

However, this exclusion does not apply to: Paragraphs a., b. and c. of Definition **31. Personal and advertising injury** under **PART VI - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for You or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**g. 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**.

**h. Material Published Prior To Policy Period**

**Personal and advertising injury** arising out of oral or written publication, in any manner, of material, whose first publication took place before the beginning of the **policy period**.

**i. 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.

**j. Professional Services**

**Personal and advertising injury** arising out of the rendering or failure to render any **professional service**.

This exclusion extends to claims against any Insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the offence which caused the **personal and advertising injury**, involved the rendering of or failure to render any **professional service** for others for a fee.

**k. Quality Or Performance – 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 Your **advertisement**.

**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 Your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Wrong Description Of Prices**

**Personal and advertising injury** arising out of the wrong description of the price of goods, products or services stated in Your **advertisements**.

## **COVERAGE C. MEDICAL PAYMENTS**

### **1. Insuring Agreement**

a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

- i. On premises You own or rent;
- ii. On ways next to premises You own or rent; or
- iii. Because of Your operations

Provided always that:

- iv. The accident takes place in the **coverage territory** and during the **policy period**;
- v. The expenses are incurred and reported to Us within one year of the date of the accident; and
- vi. The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance under this Policy. We will pay reasonable expenses for:
  - i. First aid at the time of an accident;
  - ii. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - iii. Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

This Policy does not apply to 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 of Normally Occupied Premises

To a person injured on that part of premises You own or rent that the person normally occupies.

### d. Workers' Compensation and Similar Laws

To a person, whether or not an **employee** of any Insured, who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or similar law.

### e. Athletic Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

### f. Prohibited By Law

The payment of which is prohibited by law.

### g. Products-Completed Operations Hazard

Included within the **products-completed operations hazard**.

### h. Coverage A Exclusions

Excluded under Coverage A.

## COVERAGE D. TENANTS' LEGAL LIABILITY

### 1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **property damage** to which this Policy applies. We will have the right and duty to defend the Insured against any **suit** seeking those **compensatory damages**. However, We will have no duty to defend the Insured against any **suit** seeking damages for **property damage** to which this Policy does not apply. At Our discretion, We may investigate any **occurrence** that may involve this Policy and settle any claim or **suit** that may result. However:
  - i. The amount We will pay for **compensatory damages** is limited as described in **PART IV – LIMITS OF INSURANCE**; and
  - ii. Our right and duty to defend ends when We have incurred the limits of insurance available under this Policy 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 **PART II – SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D**.

- b. This Policy applies to **property damage** only if:
- i. The **property damage** is to premises of others rented to or occupied by You; and
  - ii. The **property damage** occurs during the **policy period**; and
  - iii. The **property damage** is caused by an **occurrence**; and
  - iv. The **occurrence** takes place in the **coverage territory**; and
  - v. Prior to the **policy period**, no Insured and no **employee** authorized by any 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** of such **property damage** during or after the **policy period** will be deemed to have been known prior to the commencement of 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 or any **employee** authorized by any Insured to give or receive notice of an **occurrence** or claim, includes any **continuation** 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 or any **employee** authorized by any Insured to give or receive notice of an **occurrence** or claim:
- i. Reports all, or any part, of the **property damage** to Us or any other insurer;
  - ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **property damage**; or
  - iii. Becomes aware by any means that **property damage** has occurred or has begun to occur.
  - iv. Becomes aware of an **occurrence** or a circumstance which may give rise to an **occurrence**, claim or **suit**.
- e. **Property damage** that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the **occurrence** that caused it.

## 2. Exclusions

This Policy does not apply to:

### a. Expected or Intended Damage

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

### b. Contractual Liability

**Property damage** for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for **compensatory damages**:

- i. That the Insured would have in the absence of the contract or agreement;
- ii. 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.



## COMMON EXCLUSIONS – COVERAGES A, B AND D

This Policy does not apply to:

### 1. Abuse

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. **Abuse** committed or alleged to have been committed by an Insured, including the transmission of disease arising out of any act of **abuse**.
- b. Your practices of **employee** hiring, acceptance of **volunteer workers** or supervision or retention of any person alleged to have committed **abuse**.
- c. Allegations of knowledge by an Insured of, or failure to report, the alleged **abuse** to the appropriate authority(ies).

### 2. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. Any access to or disclosure theft, alteration or corruption of any person's or **business entity's** confidential, intellectual, proprietary or personal information or data, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- b. Loss of use, reduction in functionality, erasure, destruction, corruption, misappropriation, misinterpretation, repair, replacement, restoration, reproduction, loss or theft of any **electronic data**, including any amount pertaining to the value of such **electronic data**; or
- c. Erroneously creating, amending, entering, deleting or using **electronic data**; or
- d. Any **personal and advertising injury** if otherwise insured, arising out of the distribution or display of **electronic data**, by means of a worldwide website, the Internet, an intranet, extranet, or similar device or system designed or intended for communication of **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by You or others arising out of that which is described in any of the above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the injury or damage.

### 3. Asbestos

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. The actual, alleged, threatened or suspected inhalation of, ingestion of, or prolonged physical exposure to **asbestos** or products or work containing **asbestos**;
- b. The use of **asbestos** in **Your work** or **Your product** or the work or product of any person or **business entity** for whom You may be legally responsible;
- c. The actual, alleged, threatened or suspected exposure to **asbestos** or products containing **asbestos** which are at any time removed from a building or a structure, transported, handled, stored, treated, disposed of, processed or manufactured by You or any person or any **business entity** for whom You may be legally responsible; or
- d. Any loss, cost or expense arising out of any:
  - i. Request, demand or order that any Insured or others respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess the presence or effects of



or otherwise deal with or dispose of **asbestos** or any materials containing **asbestos** in whatever form or quantity; or

- ii. Claim or **suit** by or on behalf of any person, **business entity** or governmental authority for damages because of testing for, monitoring, clean up, removal, containment, abatement of, or in any way responding to or assessing the effects of **asbestos**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the injury or damage.

#### 4. **Cyber Incident**

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from a **cyber incident**, including but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber incident**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the injury or damage.

#### 5. **Employment Related Practices**

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from employment-related practices to:

- a. A person arising out of any:
  - i. Refusal to employ that person;
  - ii. Termination of that person's employment; or
  - iii. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of the injury to that person at whom any of the employment-related practices described in Paragraphs a. i., a. ii. or a. iii. above is directed.

This exclusion applies:

- c. Whether the injury causing the event described in Paragraphs a. i., a. ii. or a. iii. above occurs before employment or after employment of that person;
- d. Whether the Insured may be liable as an employer or in any other capacity; and
- e. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### 6. **ERISA**

Any obligation of the Insured under the Employee Retirement Income Security Act (ERISA) of 1974 and any amendments thereto, the *Pension Benefit Standards Act, 1985* of Canada, and any amendments thereto, or any similar federal, state, provincial, territorial, or local statute.

#### 7. **Fiduciary Employee Benefits**

Any fiduciary liability, including but not limited to the operation, oversight or management of employee benefit plans or programs, or reporting or making contributions to the Canada Pension Plan, Quebec Pension Plan, or any similar federal, provincial, union or governmental earnings related transfer plan for retirement of **employees** and amendments thereto.

## 8. Fungi Or Spores

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. The actual, alleged or threatened contact with, exposure to, inhalation of, ingestion of, absorption of, existence of, presence of, discharge, dispersal, seepage, migration, release, escape, growth or reproduction of **fungi or spores**;
- b. Costs and expenses to investigate or defend any claim or **suit** or payment of any fine or penalty for Paragraph a. above; or
- c. Any loss, cost, expense, fine or penalty arising out of any:
  - i. Claim, **suit**, request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, abate, mitigate, remediate, dispose of, contain, treat, detoxify or neutralize, or in any way respond to, or assess the concentration or effects of **fungi or spores**; or
  - ii. Claim or **suit** for damages because of testing for, monitoring, cleaning up, removing, abating, mitigating, remediating, disposing of, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the concentration or effects of **fungi or spores**.

Exclusions c. i. and c. ii. apply to any actual or alleged supervision, instructions, recommendations, warnings or advice given or which should have been given by any Insured or others.

Exclusions a. through c. above apply to:

- d. Injury or damage regardless of whether such is included within the **products-completed operations hazard**;
- e. Any obligation to share damages with or repay someone else who must pay damages; and
- f. **Fungi or spores** existing, emanating from or moving anywhere indoors or outdoors.

The addition of this exclusion does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for **fungi or spore** related injury, damage, expense, liability, legal obligation, **occurrence**, offence, claim, **suit** or loss.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the injury or damage.

## 9. Lead

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. The actual, alleged, threatened or suspected use of, inhalation of, consumption of, ingestion of, absorption of **lead**;
- b. The actual, alleged, threatened or suspected use, handling, contact or other exposure to **lead**, including without limitation, costs incurred with respect to the removal, remediation or abatement of **lead** from real or tangible property;
- c. Any obligation of the Insured to defend and/or indemnify any party on account of damages (and all applicable expenses) arising out of the manufacture, mining, use, sale, removal, distribution or exposure to **lead**;
- d. Any obligation to investigate or defend any claim against the Insured seeking damages (and all applicable expenses) arising out of the manufacture, mining, use, sale, removal, distribution or exposure to **lead**;
- e. The actual or alleged failure to warn, advise or instruct related to **lead** in any manner or form whatsoever; or

- f. The actual or alleged failure to prevent exposure to **lead**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the injury or damage.

## 10. Nuclear Energy Liability

- a. Liability imposed by or arising from any nuclear liability act, law, statute, or regulation, 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; or
- c. **Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from the **nuclear energy hazard** arising from:
- i. the ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an Insured;
  - ii. the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**;
  - iii. the possession, consumption, use, handling, disposal or transportation of **fissionable substances**, or of other **radioactive material** (except radioactive isotopes, away from a **nuclear facility**, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

This exclusion applies regardless of any other contributing or aggravating cause of event that contributes concurrently or in any sequence to the injury or damage.

## 11. Organic Pathogens

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. Any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any **organic pathogen**, including exposure to any **organic pathogen**;
- b. Any:
- i. 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 any **organic pathogen**,
  - ii. Claim or **suit** by or on behalf of a governmental authority for 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 any **organic pathogen**, or
- c. Any actual or alleged failure by an Insured to properly quarantine those affected by an **organic pathogen**.

This exclusion does not apply to **bodily injury** caused by any **organic pathogen** in or on any food or beverages sold, distributed, served or handled by the Insured.

The addition of this exclusion does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for **organic pathogen** related injury, damage, expense, liability, legal obligation, **occurrence**, offence, claim, **suit** or loss.

## 12. Pollution Liability

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

Sub paragraphs i. and iv. (a) of paragraph a. of this exclusion do not apply to **bodily injury or property damage** caused by heat, smoke or fumes from a **hostile fire**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the injury or damage.

## 13. Racing Activities

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly arises out of, relates to or results from the use of **mobile equipment** or **automobiles** in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

## 14. Radioactive Matter

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from exposure to, or the presence of, **radiation and/or radioactive matter**. This exclusion applies regardless of whether:

- a. Such **pollutants** are alone or combined with any other substances or factors;
- b. Such **pollutants** are included in a product or otherwise;
- c. Such exposure occurs within or outside a building; or
- d. Such **pollutants** have any function in Your business, operations, premises, site or location.

For the purposes of this exclusion, the definition of **pollutants** includes, but is not limited to, **radiation and/or radioactive matter**. However, the definition of **pollutants** is not otherwise modified.

## 15. Recording And Distribution Of Material Or Information In Violation Of Law

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly arises out of, relates to or results from the violation or alleged violation of any federal, provincial or territorial anti-spam or consumer on-line behaviour legislation, including but not limited to:

- a. The Anti-Spam Act, S.C. 2010, c.23, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act (TCPA), Consumer and credit reporting legislation, Directives on Privacy and Electronic Communications, all as may be enacted in various jurisdictions and as amended from time to time;
- b. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA);
- c. Any similar legislative or regulatory guideline or regime such as those set by The Canadian Radio-Television and Telecommunications Commission, The Canadian marketing Association, the American Federal Communications Commission, The European Union and others;
- d. Any other federal, state, provincial, territory, or local statute, ordinance or regulation that addresses, prohibits, or limits the access, recording, printing, dissemination, disposal, collecting, use, recording, sending, transmitting, communicating or distribution of material or information.

## 16. Silica

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. The actual, alleged, threatened or suspected use of, inhalation of, consumption of, ingestion of, absorption of **silica**;
- b. The actual, alleged, threatened or suspected use, handling, contact or other exposure to **silica**, including without limitation, costs incurred with respect to the removal, remediation or abatement of **silica** from real or tangible property;
- c. Any obligation of the Insured to defend and/or indemnify any party on account of damages (and all applicable expenses) arising out of the manufacture, mining, use, sale, removal, distribution or exposure to **silica**;
- d. Any obligation to investigate or defend any claim against the Insured seeking damages (and all applicable expenses) arising out of the manufacture, mining, use, sale, removal, distribution or exposure to **silica**;
- e. The actual or alleged failure to warn, advise or instruct related to **silica** in any manner or form whatsoever; or
- f. The actual or alleged failure to prevent exposure to **silica**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the injury or damage.

## 17. Terrorism

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from **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 injury or damage.

## 18. War Risks

**Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from 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 injury or damage.

## 19. Workers' Compensation And Similar Laws

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

## PART II - SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D

1. We will pay, with respect to any claim We investigate or settle or any **suit** against an Insured We defend:
  - a. All expenses We incur;
  - b. The expense of legal, administrative or alternative dispute resolution proceedings;
  - c. The cost of bonds to release attachments or as may be required by Court order, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
  - d. All reasonable expenses incurred by the Insured at Our request to assist Us in the investigation or defence of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work; and
  - e. All court costs taxed against the Insured in the **suit**;
  - f. Prejudgment interest awarded against the Insured on that part of the judgment We pay. If We make an offer to pay the applicable limit of insurance, We will not pay any prejudgment interest based on that period of time after the offer;
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before We have 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 We defend an Insured against a **suit** and an indemnitee of the Insured is also named as a party to the **suit**, We will defend that indemnitee if all of the following conditions are met:
  - a. The **suit** 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**; and
  - b. This Policy applies to such liability assumed by the Insured; and
  - c. The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the Insured in the same **insured contract**; and
  - d. The allegations in the **suit** and the information We know about the **occurrence** or offence are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee; and
  - e. The indemnitee and the Insured ask Us to conduct and control the defence of that indemnitee against such **suit** and agree that We can assign the same counsel to defend the Insured and the indemnitee; and
  - f. The indemnitee must agree in writing to:
    - i. Cooperate with Us in the investigation, settlement or defence of the **suit**;
    - ii. Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;

- iii. Notify any other insurer whose coverage is available to the indemnitee;
- iv. Cooperate with Us with respect to coordinating other applicable insurance available to the indemnitee; and
- v. Provide Us with written authorization to:
  - (a) Obtain records and other information related to the **suit**; and
  - (b) Conduct and control the defence of the indemnitee in such **suit**.

So long as the above conditions in Paragraph 2. above are met, attorneys' fees incurred by Us in the defence of that indemnitee, necessary litigation expenses incurred by Us and necessary litigation expenses incurred by the indemnitee at Our request will be paid as Supplementary Payments. Notwithstanding the provisions of Coverage A, Exclusion **c. Contractual 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.

Our obligation to defend an Insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when We have incurred the limits of insurance available under this Policy in the payment of judgments or settlements under Coverages A, B, or D or medical expenses under Coverage C, or when the conditions set forth above, or the terms of the agreement described in Paragraph 2. f. above are no longer met.

### **PART III – WHO IS AN INSURED**

1. If You are designated in the Declarations as:
  - a. An individual, You and Your spouse are Insureds, but only with respect to the conduct of a business of which You are the sole owner;
  - b. A partnership, limited liability partnership or joint venture, You are an Insured. Your members, Your partners, and their spouses are also Insureds, but only with respect to the conduct of Your business;
  - c. A limited liability company, You are an Insured. Your members are also Insureds, but only with respect to the conduct of Your business. Your managers are Insureds, but only with respect to their duties as managers;
  - d. A trust, You are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees; or
  - e. A **business entity** other than a partnership, limited liability partnership, limited liability company or joint venture, You are an Insured. Your **executive officers** and directors are Insureds, but only with respect to their duties as Your **executive officers** or directors. Your shareholders are also Insureds, but only with respect to their liability as shareholders.
2. Each of the following is also an Insured:
  - a. Your **volunteer workers** only while performing duties related to the conduct of Your business, or Your **employees**, other than either Your **executive officers** (if You are a **business entity** other than a partnership, limited liability partnership, limited liability company or joint venture), or Your managers (if You are a limited liability company), but only for acts within the scope of their employment by You or while performing duties related to the conduct of Your business.

However, none of these **employees** or **volunteer workers** are Insureds for:

- i. **Bodily injury or personal and advertising injury:**
  - (a) To You, to Your partners or members (if You are a partnership, limited liability partnership or joint venture), to Your members (if You are a limited liability company), to a co-**employee** while in the course of their employment or performing duties related to the conduct of Your business, or to Your other **volunteer workers** while performing duties related to the conduct or Your business;



- (b) To the spouse, child, parent or sibling of that co-**employee** or **volunteer worker** as a consequence of Paragraph i. (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 i. (a) or i. (b);
- (d) Arising out of their 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.

ii. **Property damage** to property:

- (a) Owned, occupied, used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose, by You, any of Your **employees, volunteer workers**, any partner or member (if You are a partnership, limited liability partnership or joint venture), or any member (if You are a limited liability company).
- b. Any person, other than Your **employee**, or **business entity** while acting as Your real estate manager.
  - c. Any person or **business entity** having lawful temporary custody of Your property if You die, or if there is an involuntary transfer of interest by operation of law, but only:
    - i. With respect to liability arising out of the maintenance or use of that property; and
    - ii. Until Your legal representative has been appointed.
  - d. Your legal representative if You die, or if there is an involuntary transfer of interest by operation of law, but only with respect to duties as such. That representative will have all Your rights and duties under this Policy.

3. Newly acquired or newly formed **business entity**

Any **business entity** You newly acquire or form, other than a partnership, limited liability partnership, limited liability company or joint venture, and over which You maintain ownership or majority interest, will be deemed to be a **Named Insured** if there is no other similar insurance available to that **business entity**. However:

- a. You must give Us notice of any such new acquisition or formation as soon as practicable, but in any event no later than 60 days from its acquisition or formation;
- b. There will be no coverage for any newly acquired or formed **business entity** after the date which is 60 days from the date of its acquisition or formation, or the end of the **policy period**, whichever is earlier, unless prior to the expiry of such 60 day period You make application and obtain coverage for such **business entity** from Us, which coverage shall be specified by endorsement. The obligation to obtain such endorsement from Us rests with You and shall be granted by Us at Our sole discretion;
- c. Coverages A and D do not apply to **bodily injury** or **property damage** that occurred before You acquired or formed the **business entity**; and
- d. Coverage B does not apply to **personal and advertising injury** arising out of an offence committed before You acquired or formed the **business entity**.

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



## PART IV – LIMITS OF INSURANCE

### A. LIMITS

1. The Limits of Insurance stated in the Declarations and the rules below fix the most We will pay regardless of the number of:
  - a. Insureds;
  - b. **Occurrences**, offences, claims made or **suits** brought; or
  - c. Persons or **business entities** making claims or bringing **suits**.
2. The Products and Completed Operations Aggregate Limit is the most We will pay under Coverage A for **compensatory damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
3. Subject to Paragraph 2. above the Bodily Injury and Property Damage Each Occurrence Limit is the most We 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**.
4. The Personal and Advertising Injury Limit is the most We 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 **business entity** and in the aggregate.
5. Subject to Paragraph 3. above, the Medical Expense Limit is the most We will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.
6. The Tenants' Legal Liability Limit is the most We will pay under Coverage D for **compensatory damages** because of **property damage** to any one premises.

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 the 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.

### B. DEDUCTIBLE ON CLAIMS – COVERAGES A, B AND D

1. Our obligation to pay **compensatory damages** on Your behalf applies only to the amount of **compensatory damages** in excess of any deductible amounts stated in the Policy Declarations, as applicable to such coverages, and the Limits of Insurance applicable to each claim, **occurrence** or offence as shown in the policy Declarations will be reduced by the amount of such deductible. The aggregate limit for such coverages shall not be reduced by the application of such deductibles.
2. The deductible amount applies as the result of any one **occurrence** or offence, regardless of the number of persons or **business entities** which sustain damages because of that **occurrence** or offence.
3. The terms of this Policy, including those with respect to:
  - a. Our right and duty to defend any **suit** seeking those **compensatory damages**; and
  - b. Your duties in the event of an **occurrence**, offence, claim or **suit**,apply irrespective of the application of the deductible amount.
4. We may pay any part of all of the deductible amount to effect settlement of any claim or **suit** and, upon notification of the action taken, You shall promptly reimburse Us for such part of the deductible amount as has been paid by Us.

## PART V – COMMERCIAL GENERAL LIABILITY CONDITIONS

### 1. Assignment

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

### 2. Assistance And Cooperation Of The Insured

Whenever required by Us, You shall aid in securing information, evidence, obtaining witnesses, and cooperate with the Us in all matters which the We may deem necessary in the investigation of any **occurrence** or offence, or the defence of any claim, **suit** or appeal of any judgment which is or is likely to be the subject of indemnity under this Policy.

### 3. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve Us of Our obligations under this Policy.

### 4. Breach Of Condition

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

### 5. Canadian Currency Clause

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

### 6. Cancellation – Termination

- a. The first **Named Insured** shown in the Declarations may cancel this Policy by mailing or delivering to Us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:
  - i. 15 days before the effective date of cancellation if We cancel for non-payment of premium or 5 days delivered personally;
  - ii. 30 days before the effective date of cancellation if We cancel for any other reason.

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

In Quebec, cancellation takes effect either 15 or 30 days after receipt of the notice at the last known address of the first **Named Insured**, depending upon the reason for cancellation.

- c. We will mail or deliver Our notice to the first **Named Insured's** last mailing address known to Us.
- d. The **policy period** will end on the date cancellation takes effect.
- e. If this Policy is cancelled, We will send the first **Named Insured** any premium refund due. If We cancel, the refund will be pro rata. Subject to the Minimum Retained Premium shown in the Declarations of this Policy, if the first **Named Insured** cancels, the refund will be determined pursuant to the Short Rate Cancellation Table forming part of this Policy. The cancellation shall be effective immediately upon Our receiving a notice of cancellation from the Insured naming the date of such cancellation, or by Us as determined pursuant to the provisions of this Policy, or upon mutual agreement. Cancellation will be effective regardless of whether or not We have made or offered a refund.

## 7. Changes

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

## 8. Dispute Resolution

In the event any dispute arises in connection with this Policy that cannot be resolved, the Company and the Insured shall participate in a non-binding mediation in which the Company and the Insured shall attempt in good faith to resolve such dispute. Either the Insured or the Company shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until at least ninety (90) days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses in the mediation. The costs and expenses of mediation, or any arbitration, shall be split equally by the parties.

## 9. Duties In The Event Of Occurrence, Offence, Claim Or Suit

- a. You must see to it that We are notified as soon as practicable of an **occurrence** or offence which may result in a claim or **suit**. Notice should include:
  - i. How, when and where the **occurrence** or offence took place; and
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the **occurrence** or offence.
- b. If a claim is made or **suit** is brought against any Insured, You must:
  - i. Immediately record the specifics of the claim or **suit** and the date received; and
  - ii. Notify Us in writing as soon as practicable of the claim or **suit**.
- c. You and any other involved Insured must:
  - i. Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
  - ii. Authorize Us to obtain records and other information;
  - iii. Cooperate with Us in the investigation, settlement or defence of the claim or **suit**; and
  - iv. Assist Us, upon Our request, in the enforcement of any right against any person or **business entity** which may be liable to the Insured because of injury or damage to which this Policy may also apply.
- d. No Insured will make any admission of liability, without Our consent;
- e. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without Our consent.

## 10. Examination Of Your Books And Records

We may examine and audit Your books and records at any time as they relate to this Policy. There is no time limit on this provision.

## 11. Inspections And Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give You reports on the conditions We find; and
- c. Recommend any changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or **business entity** to provide for the health or safety of workers or the public.

We do not warrant that conditions:

- d. Are safe or healthful; or
- e. Comply with laws, regulations, codes or standards.

This condition applies not only to Us, but also to any rating, advisory, rate service or similar **business entity** which makes insurance inspections, surveys, reports or recommendations.

## 12. Jurisdiction

This Policy, Declarations and any written Endorsements attached, will be interpreted in accordance with the law of the province or territory of the Insured's mailing address as stated in the Declarations. The Policy, Declarations and any written endorsements attached, shall be read together as one contract, having regard to words or expressions to which specific meaning has been assigned.

## 13. Legal Action Against Us

No person or **business entity** has a right under this Policy:

- a. To join Us as a party or otherwise bring Us into a **suit** asking for **compensatory damages** from an Insured; or
- b. To sue Us on this Policy unless all of its terms have been fully complied with.

A person or **business entity** may sue Us to recover on an agreed settlement or on a final judgment against an Insured obtained after a full adjudication on the merits with exhaustion of all appeal periods, but We will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by Us, the Insured and the claimant or the claimant's legal representative. Every **suit** or proceeding against Us shall be commenced within one year next after the date of such judgment or agreed settlement and not afterwards. If this Policy is governed by the law of Quebec every **suit** or proceeding against Us shall be commenced within three years from the time of the right of **suit** arises.

## 14. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss We cover under this Policy, Our obligations are limited as follows:

### a. Primary Insurance

This Policy is primary except when b. Excess Insurance below applies. If this Policy is primary, Our obligations are not affected unless any of the other insurance is also primary. Then, We will share with all that other insurance by the method described in c. Method of Sharing below.

### b. Excess Insurance

- i. This Policy is excess over any other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **Your work** or for premises rented to You; or
  - (b) If the loss arises out of the maintenance or use of **aircraft** or **watercraft** to the extent not excluded in this Policy.
  - (c) Any other primary insurance available to You covering liability for **compensatory damages** arising out of the premises or operations, or the products and completed operations, for which You have been added as an additional Insured

- ii. When this Policy is excess, We will have no duty to defend any claim or **suit** that any other insurer has a duty to defend. If no other insurer defends, We will have the right to defend but not the obligation to do so. If We elect to defend, We will be entitled to all the Insured's rights against all those other insurers. When this Policy is excess over other insurance, We will pay only Our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this Policy; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

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

- c. **Method of Sharing**

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

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

## **15. Premiums**

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

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

## **16. Premium Basis**

- a. We will compute all premiums for this policy in accordance with Our rules and rates.
- b. Premium shown in this Policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement. The due date for the premium is the date shown as the due date on the bill. Unless We cancel this Policy, the premium is subject to the retention of the Minimum Retained Premium shown in the Declarations of this Policy.

## **17. Records**

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

## **18. Representations Or Fraud**

By accepting this Policy, You agree:

- a. The statements in the Declarations and any application or other material You have submitted to Us to obtain this Policy (collectively the "Representations") are accurate and complete;
- b. We have issued this Policy in reliance upon Your Representations; and
- c. This Policy is void in any case of fraud by You as it relates to this Policy and voidable at Our sole discretion in the case of material misrepresentation.

## **19. Sanction Limitation**

It is understood and agreed that We will not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws, or regulations of Canada, United Kingdom, European Union or United States of America.

## 20. Separation Of Insureds, Cross Liability

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

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

## 21. Severability Of Interests

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

## 22. Subrogation

We shall be subrogated to the extent of any payment under this Policy to all of Your rights of recovery against any person or **business entity**. You shall execute all papers required and shall do everything necessary to secure such rights. You must do nothing after loss to impair those rights. At Our request, You will bring legal proceedings or transfer those rights to Us and help Us enforce them. However, the coverage granted under this Policy shall not be prejudiced in the event that You are unable to transfer such rights to Us and further We shall have no right of subrogation against any Insured under this Policy.

## 23. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this Policy may not be transferred without Our written consent except in the case of death of an individual Insured or involuntary transfer by operation of law in the case of an Insured which is not an individual. Any such transfer will be effective only upon Our decision, which shall be at Our sole discretion.

If You die, or there is an involuntary transfer by operation of law, Your rights and duties will be transferred to Your legal representative but only while acting within the scope of duties as Your legal representative. Until Your legal representative is appointed, anyone having lawful temporary custody of Your property will have Your rights and duties but only with respect to that property.

## PART VI – DEFINITIONS

1. **Abuse** means any act, threat or allegation involving molestation, harassment, corporal punishment, assault, battery or any other form of physical, sexual, emotional, psychological or mental abuse.
2. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about Your 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 websites, only that part of a website that is about Your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.
3. **Aircraft** means any manned or unmanned, powered or unpowered, direct or remote controlled lighter or heavier than air craft or object capable of flight, including power plants, propellers, rotors and appliances. Aircraft does not include equipment or craft intended in whole or in part for use outside of the atmosphere.
4. **Asbestos** means asbestos and any products or materials that include asbestos in any form or quantity.
5. **Automobile** means:
  - a. Any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle law or where it is required by law to be insured under a contract evidenced by a motor vehicle liability policy.

However, **automobile** does not include **mobile equipment**.

- 6. **Bodily injury** means bodily injury, sickness or disease, mental suffering, mental injury, mental anguish and shock sustained by a person, including death resulting from any of these at any time.
- 7. **Business entity** means an entity (including associations, corporations, co-operatives, joint ventures, partnerships, sole proprietorships, and limited liability companies) that is formed and administered in order to engage in business, charitable or not-for-profit work or other activities.
- 8. **Compensatory damages** means settlements and judgments, provided however, **compensatory damages** shall not include taxes, criminal or civil fines or penalties imposed by law, or any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- 9. **Computer system** means any computer, hardware, software, application, process, code, programme, information technology and communications system or electronic device owned or operated by the Insured or any other party, including any similar system or any configuration or networking of the aforementioned. This includes any associated input, output or data storage device, networking equipment or back up facility.
- 10. **Continuation** includes any progression, change or resumption.
- 11. **Coverage territory** means:
  - a. Canada and the United States of America, including territories and possessions;
  - b. National waters or airspace contiguous to Canada or the United States of America, provided the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if:
    - i. The injury or damage arises out of:
      - (a) Goods or products made or sold by You in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on Your business; or
      - (c) **Personal and advertising injury** offences that take place through the Internet or similar electronic means of communication; and
    - ii. The Insured's responsibility to pay **compensatory damages** is determined in a **suit** on the merits, in the territory described in a. above or in a settlement We agree to in writing.
- 12. **Cyber incident** means any incident or series of incidents, regardless of time and place, or the threat or hoax thereof involving the use or operation of any **computer system** or the access to, processing, transmission, storage or use of any **electronic data** (including any reduction in or loss of ability to perform these functions, or any error or omission or accident in respect of any **computer system** or **electronic data**).
- 13. **Electronic data** means any information capable of being accessed, processed, transmitted or stored by a **computer system**, including but not limited to text, figures, voice, images or any machine readable data, irrespective of the way it is used or rendered.
- 14. **Employee** includes a **leased worker** and a **temporary worker**.
- 15. **Executive officer** means a person holding any of the officer positions created by Your charter, constitution, by-laws or any other similar governing document.
- 16. **Fissionable substance** means any prescribed substance that is, or from which can be obtained a substance capable of releasing atomic energy by nuclear fission.



17. **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.
18. **Hostile fire** means one which becomes uncontrollable or breaks out from where it is intended to be.
19. **Impaired property** means tangible property, other than **Your product** or **Your work**, that cannot be used or is less useful because:
  - a. It incorporates **Your product** or **Your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement, if such property can be restored to use by:
    - i. The repair, replacement, adjustment or removal of **Your product** or **Your work**; or
    - ii. Your fulfilling the terms of the contract or agreement.
20. **Incidental medical malpractice injury** means **bodily injury** arising out of the rendering of or failure to render, the following services:
  - a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
  - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;by any Insured or any indemnitee who is not engaged in the business or occupation of providing any of the services described in a. and b. above, causing the **incidental medical malpractice injury**.
21. **Insured contract** means:
  - a. A lease of premises;
  - b. A sidetrack agreement;
  - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - d. Any other easement agreement;
  - e. An indemnification of a municipality as required by ordinance or by-law, except in connection with work for a municipality;
  - f. An elevator maintenance agreement; or
  - g. That part of any other contract or agreement pertaining to Your business under which You assume the tort liability of another to pay **compensatory damages** because of **bodily injury** or **property damage** to a third person or **business entity**, if the contract or agreement is made prior to the **bodily injury** or **property damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.An **insured contract** does not include that part of any contract or agreement:
  - i. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
  - ii. Under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render **professional services**, including those listed in i. above and supervisory, inspection, architectural, design or engineering services.
22. **Lead** means lead and lead-based products and materials that are composed in whole or in part of lead or use **lead** as an additive.



23. **Leased worker** means a person leased to You by a labour leasing firm under an agreement between You and the labour leasing firm, to perform duties related to the conduct of Your business. **Leased worker** does not include a **temporary worker**.
24. **Loading or unloading** means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an
    - i. **Aircraft** or **watercraft**; or
    - ii. **Automobile** by means of attached machinery that is designed for and used exclusively for the purpose of loading and unloading of the **automobile** to which it is attached and has no other purpose;
  - b. While it is in or on an **aircraft, watercraft** or **automobile**; or
  - c. While it is being removed from an:
    - i. **Aircraft** or **watercraft**;
    - ii. **Automobile** by means of attached machinery that is designed for and used exclusively for the purpose of loading and unloading of the **automobile** to which it is attached and has no other purpose;
- to the place where it is finally delivered.

**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**.

25. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery, apparatus or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to Your premises;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - i. Power cranes, shovels, loaders, diggers or drills; or
    - ii. Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geological exploration, lighting and well servicing equipment; or
    - ii. Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in Paragraphs a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **automobiles**:

- i. Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing;
  - (c) Street cleaning;
- ii. Cherry pickers and similar devices mounted on **automobile** or truck chassis and used to raise or lower workers; and

- iii. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**Mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state, province, or territory where it is licensed or principally garaged, whether or not in compliance with such laws.

26. **Named Insured** means the Insured named in the Policy Declarations.
27. **Nuclear energy hazard** means the radioactive, toxic, explosive, or other hazardous properties of **radioactive material**.
28. **Nuclear facility** means:
- a. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - b. Any equipment or device designed or used for
    - i. Separating the isotopes of plutonium, thorium and uranium or any one or more of them,
    - ii. Processing or utilizing spent fuel, or
    - iii. Handling, processing or packaging waste;
  - c. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste **radioactive material**;
- and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
29. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which may or may not give rise to a **suit**.
30. **Organic pathogen** means any:
- a. Bacteria, mildew, mold or other **fungi** or other microorganisms or mycotoxins, spores or other by-products of any of the foregoing;
  - b. Viruses or other pathogens (whether or not a microorganism); or
  - c. Colony or group of any of the foregoing.
31. **Personal and advertising injury** means injury, other than **bodily injury**, arising out of one or more of the following offences:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. 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 **business entity** or disparages a person's or **business entity's** goods, products or services; or
  - 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 Your **advertisement**; or
  - g. Infringing upon another's copyright, trade dress or slogan in Your **advertisement**.

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

33. **Policy period** means the period stated as such in the Declarations.

34. **Products-completed operations hazard** includes all **bodily injury** and **property damage** occurring away from premises You own or rent and arising out of **Your product** or **Your work** except:

- a. Products that are still in Your physical possession; or
- b. Work that has not yet been completed or abandoned.

**Your work** will be deemed completed at the earliest of the following times:

- i. When all of the work called for in Your contract has been completed;
- ii. When all of the work to be done at the site has been completed if Your contract calls for work at more than one site; or
- iii. When that part of work done at a job site has been put to its intended use by any person or **business entity** 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.

This hazard does not include **bodily injury** or **property damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

35. **Professional services** will 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 services** 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, tonsorial, 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.

36. **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 Policy, **electronic data** is not tangible property.

- 37. **Radiation and/or radioactive matter** includes, but is not limited to, ionizing radiation (either directly from unstable atomic nuclei or atoms, or as a consequence of a nuclear radiation), radioactive isotopes alpha or beta particles or rays, gamma rays, X-Rays, photons, nucleons, including protons and neutrons, and electrons.
- 38. **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.
- 39. **Silica** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust, a mixture or combination of silica and other dust or particles, silica grains or silica compounds composed in whole or part by silica.
- 40. **Spores** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.
- 41. **Suit** means a civil proceeding in which **compensatory damages** because of any liability to which this Policy applies are alleged and claimed. **Suit** includes:
  - a. An arbitration proceeding in which such **compensatory damages** are claimed and to which the Insured must submit or does submit with Our consent; or
  - b. Any other alternative dispute resolution proceeding in which such **compensatory damages** are claimed and to which the Insured submits with Our consent.
- 42. **Temporary worker** means a person who is furnished to You to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- 43. **Terrorism** means any unlawful act(s) involving the threat or commission of acts of violence, disruption to communication, interference with trade and commerce, which are committed by or on behalf of any individual, group, association, corporate body or foreign government, which are motivated by political, religious or cultural rationale, for the purpose of influencing lawful government or causing public fear, uncertainty or inconvenience.
- 44. **Volunteer worker** means a person who is not Your **employee**, and who donates their work and acts at the direction of and within the scope of duties determined by You, and is not paid a fee, salary or other compensation by You or anyone else for their work performed for You.
- 45. **Watercraft** means the hull, the propulsion components (including sails, oars, paddles), navigational and communication, instrumentation, in-board material and equipment and other related items usual to the ownership, use and operation of a powered or unpowered boat (whether solid or inflatable), submarine or hydrofoil, as well as any inboard, outboard or inboard/outboard machinery and any equipment used in connection therewith.

46. **Your product** means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - i. You;
  - ii. Others trading under Your name; or
  - iii. A person or **business entity** whose business or assets You have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your product** includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any of the items included in a. and b. above, and the providing or failure to provide warnings or instructions.

**Your product** does not include vending machines or other property rented to or located for the use of others but not sold.

47. **Your work** means:

- a. Work or operations performed by You or on Your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

**Your work** includes warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of **Your work**, and the providing of or failure to provide warnings or instructions.

**LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

**Lloyd's Underwriters**

Attention: Complaints Officer:

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

Tel: 1-877-455-6937

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec clients:**

**Autorité des marchés financiers (AMF):** The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

## STATUTORY CONDITIONS

Where the terms and conditions of this policy and forms attached hereto are in conflict with the applicable provincial statutes, the interpretation most favourable to You shall prevail.

### ALL PROVINCES EXCEPT ALBERTA, BRITISH COLUMBIA AND QUEBEC:

Where the Insured is domiciled in, or the **insured property** is located in, provinces or territories other than Alberta, British Columbia or Quebec, all of the Statutory Conditions below apply to the peril of fire and, as modified or supplemented by forms or endorsements attached, apply as Policy Conditions to all other perils insured by property coverage on this policy.

### Statutory Conditions

(Common Law Jurisdictions only)

#### 1. MISREPRESENTATION

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

#### 2. PROPERTY OF OTHERS

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

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

#### 3. CHANGE OF INTEREST

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

#### 4. MATERIAL CHANGE IN RISK

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

## 5. TERMINATION OF INSURANCE

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

## 6. REQUIREMENTS AFTER LOSS

- a. On the happening of any loss of or damage to insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Conditions 9, 10 and 11,
  - i. immediately give notice in writing to the Insurer,
  - ii. deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - (a) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
    - (b) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
    - (c) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
    - (d) stating the amount of other insurances and the names of other Insurers,
    - (e) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - (f) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued, and
    - (g) stating the place where the **insured property** was at the time of loss,
  - iii. if required by the Insurer, give a complete inventory of undamaged property, showing in detail quantities and cost of that property, and
  - iv. if required by the Insurer and if practicable,
    - (a) produce books of account and inventory lists,
    - (b) furnish invoices and other vouchers verified by statutory declaration, and
    - (c) furnish a copy of the written portion of any other relevant contract.



- b. The evidence given, produced or furnished under subparagraphs a. iii. and iv. of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **7. FRAUD**

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

## **8. WHO MAY GIVE NOTICE AND PROOF**

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

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

## **9. SALVAGE**

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

## **10. ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the Insurer has

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

## **11. IN CASE OF DISAGREEMENT**

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

\*Dispute Resolution process in AB & BC only-Appraisal process in all other jurisdictions

## **12. WHEN LOSS PAYABLE**

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

## **13. REPAIR OR REPLACEMENT**

- a. Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within thirty days after receiving the proof of loss.
- b. If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild, or replace the property within forty-five days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

## **14. ACTION**

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

## **15. NOTICE**

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

## **STATUTORY CONDITIONS APPLICABLE TO ALBERTA AND BRITISH COLUMBIA:**

The following applies where the Insured is domiciled in, or the **insured property** is located in, the Provinces of Alberta or British Columbia.

### **1. LIMITATION OF ACTION:**

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

### **2. STATUTORY CONDITIONS:**

The conditions set forth under the title Statutory Conditions apply as follows:

- a. 1 and 6 to 13 apply only to property coverage;
- b. 2 to 5 and 15 apply to all policy coverage;
- c. 14 does not apply.

## **GENERAL CONDITIONS – QUEBEC**

To comply with the Civil Code of Quebec, this policy is subject to these General Conditions. Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations of the wording of such articles. These General Conditions apply to all coverages included in this policy except where noted as inapplicable. If there is conflict between these General Conditions and any other provisions in this policy, such conflict will be settled in favour of the insured.

### **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, inform the insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.

## **2.6 Currency**

All limits of insurance, premiums and other amounts as expressed 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 insureds who have not committed an intentional fault.

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

### 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 cooperation

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 (Articles 2501 and 2502)

(applicable to liability insurance only)

An injured third person may bring an action directly against the insured or against the insurer, or against both. The option chosen in this respect by the third person injured does not deprive him of his other recourses.

The insurer may set up against the injured third person any grounds he could have invoked against the insured at the time of 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.

### SHORT RATE CANCELLATION TABLE

As per Statutory Condition 5. c., if this policy is cancelled by the Insured, it will be subject to a short-rate cancellation formula as outlined in the following table. The minimum retained premium is the amount that is stated in the Policy.

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

# IN THE EVENT OF A CLAIM

**\*\*\*PLEASE NOTE THE FOLLOWING NEW CLAIMS REPORTING INSTRUCTIONS\*\*\***

PLEASE REPORT ANY OCCURRENCES, CLAIMS, ACTIONS OR SUITS AS SOON AS POSSIBLE, TO THE FOLLOWING:

**Email:** [canadaclaims@markel.com](mailto:canadaclaims@markel.com)

**Markel**  
**200 Wellington Street West Suite 800**  
**Toronto, ON M5V 3C7**  
**Attn: Claims Department**

**Tel:** (416) 601-1133

**Toll-free:** (800) 223-8858

**For claims after hours emergency hotline:** 1 (877) 243-2875

*The reporting condition of the policy requires that you report any incidents which might give rise to a claim, even if no such claim has yet been received. Failure to promptly report an incident may jeopardize the investigation and defence of a subsequent legal action. To avoid the risk that individual losses may be denied as a result of late reporting, please report all incidents promptly.*

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# Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

## **Right to Be Informed**

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

## **Responsibility to Ask Questions and Share Information**

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

## **Right to Complaint Resolution**

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

## **Responsibility to Resolve Disputes**

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

**Right to Professional Service**

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

**Right to Privacy**

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

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## NOTICE CONCERNING PERSONAL INFORMATION

### **Introduction:**

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

### **Consent to Collection:**

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

### **How we Collect Information:**

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

### **What personal information we process about you and how it is used:**

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

We collect, process, and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit <https://www.lloyds.com>. Further details can be found on our online Privacy & Cookies policy at [Privacy - Lloyd's \(lloyds.com\)](#)

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

## **Who we disclose your information to:**

For our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction.

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

## **Use or disclosure without consent or further notification**

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- **Legitimate business purposes:** When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- **Interest of the individual:** When it is clearly used for your benefit.
- **Research, data analytics and AI.** Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

**Retention**

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

**Your rights**

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

**The right to access**

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

**The right to rectification**

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

**The right to be forgotten**

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

**The right to data portability**

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

**The right to withdraw consent**

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

**How to access your information and/or contact us**

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contact:

Lloyd's Underwriters  
Attention: Nicole Seymour, Privacy Officer  
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,  
P.O. Box 51 Toronto, Ontario M5J 2J2 Tel:  
1-416-360-1512  
E-mail: [LloydsCanada@lloyds.com](mailto:LloydsCanada@lloyds.com)

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