

SPORTS & RECREATION (ANNUAL POLICIES) INSURANCE -

DECLARATIONS PAGE(S)



THIS POLICY CONTAINS ONE OR MORE CLAUSES THAT MAY LIMIT THE AMOUNT PAYABLE.

NOTICE TO POLICYHOLDER: Your completed application form is included in this document. This application contains the information which Insurers have relied upon to provide this Insurance and forms part of the insurance policy contract. Please read carefully. By accepting this insurance policy, you agree that the information provided in the application is accurate and true. Any misrepresentation or omission will render the Policy null and void from inception.

The insurance contract consists of these Declarations Pages as well as all coverage wordings, riders, or endorsements that are attached hereto. Insurance is provided only for those coverages for which a limit of insurance is shown. You are requested to read this policy, and if incorrect, return it immediately.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice must be given to Forward Insurance Managers Ltd.

Policy No.: SRA0000035-00
Purpose of Document NEW BUSINESS
MAXXAM INSURANCE SERVICES (BURNABY) LTD.
Broker: 8699 10TH AVE #1 BURNABY, BRITISH COLUMBIA CANADA V3N 2S9
604-524-9277
Name of Insured(s): THE HOWE SOUND SOCCER SOCIETY
Mailing Address: P.O. BOX 2543 SQUAMISH STN MAIN SQUAMISH, BC, V8B 0B6
Activities: SOCCER
Territory: CANADA
Period of Insurance **FROM:** 5/8/2023 **TO:** 5/8/2024
MM/DD/YYYY **BOTH AT 12:01AM STANDARD TIME AT THE MAILING ADDRESS OF THE NAME INSURED**

Additional Insured(s) (if any): THE BELOW ARE ADDED AS ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO VICARIOUS LEGAL LIABILITY ARISING OUT OF THE OPERATIONS OF NAME INSURED. THE INSURER SHALL ENDEAVOUR TO PROVIDE 30 DAYS NOTICE IN THE EVENT OF CANCELLATION; HOWEVER, FAILURE TO DO SHALL NOT CONSTITUTE COVERAGE PAST THE DATE OF CANCELLATION.
District of Squamish
37955 Second Avenue Squamish, BC, V8B 0B7
Municipality of Whistler
4325 Blackcomb Way Whistler, BC, V8E 0X5

SPORTS & RECREATION (ANNUAL POLICIES) INSURANCE - DECLARATIONS PAGE(S)



Where Lloyd's Underwriters are subscribing insurers to the Policy, the following applies:

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

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

NOTICE

Any notice to the Underwriters may be validly given to Forward Insurance Managers Ltd.

For the purpose of the Insurance Companies Act (Canada), this Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada. The business insured/reinsured herein meets the necessary conditions to qualify as, and is being transacted as, "insuring in Canada a risk" in accordance with Part XIII of the Insurance Companies Act (Canada).

Several Liabilities Clause – 5096 (Combined Certificate)

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

SPORTS & RECREATION (ANNUAL POLICIES) INSURANCE - APPLICATION FOR INSURANCE



NOTICE TO POLICYHOLDER: The completed application form is provided below. Please read carefully. This application contains the information which Insurers have relied upon to provide this Insurance and forms part of the insurance policy contract. By accepting this insurance policy, you agree that the information provided in the application below is accurate and true. Any misrepresentation or omission will render the Policy null and void from inception.

APPLICANT:

Applicant Full Name: The Howe Sound Soccer Society

Location of Activities - Province: British Columbia

Mailing Address: P.O. Box 2543 Squamish Stn Main
Squamish, BC, V8B 0B6

Year Established: 2022

How many years of 'on the job' experience does the Applicant have conducting the activities in this application form? 5

Is the Applicant a member (in good standing) of any association related business activity? No

ADDITIONAL INSURED

Name: District of Squamish

Address: 37955 Second Avenue Squamish, BC, V8B 0B7

What is the relation between the Applicant and the additional insured entity? Government Body

Name: Municipality of Whistler

Address: 4325 Blackcomb Way Whistler, BC, V8E 0X5

What is the relation between the Applicant and the additional insured entity? Government Body

INSURANCE HISTORY

Has the Applicant(s) had prior insurance? No

LOSS HISTORY

SPORTS & RECREATION (ANNUAL POLICIES) INSURANCE - APPLICATION FOR INSURANCE



LOSS HISTORY

Have there been any claims or losses (whether covered by insurance or not) in the past 5 years? No

Has the Applicant ever had insurance cancelled or refused by an insurance company? No

RISK INFORMATION

Annual Gross Revenue from sale of tangible products and/or food/beverage: \$0

Total number of participants: 702

ACTIVITIES

SOCCER

Will the Applicant(s) have any Activities that have not been selected on this application for so far? No

CONSENT AND SUPERVISION

Does the Applicant always obtain consent and waiver forms signed and dated (guardians must sign on behalf of minors) prior to allowing participants engage in Activities? Yes

Does the Applicant always ensure that children under the age of 12 are supervised? 3. Not applicable (no participants under the age of 12)

OTHER RISK INFO

Are there any of the participants/patrons (not coaches or organizers) professional, semi-professional or Olympic athletes? No

Does the Applicant provide any performance supplements to participants? No

Does the Applicant provide alcohol/liquor to participants or volunteers or employees (NOTE- the policy has a full liquor exclusion)? No

Does the Applicant utilize foam pits, or trampolines that are over 50"? No

Does the Applicant allow intentional body/head contact? No

SPORTS & RECREATION (ANNUAL POLICIES) INSURANCE - APPLICATION FOR INSURANCE



Does the Applicant's Activities include the use of any motorized vehicles (licensed or not)?

No

Does the Applicant's Activities include the use of any fire arms or ammunition?

No

Does the Applicant's Activities include any outdoor climbing or the use of climbing of walls (natural or man made)?

No

Deductible:

\$1,000

POLICY TERM INFORMATION

Proposed Effective Date:

5/8/2023

Form#GLSP-1 Rev May 31, 2022

Commercial General Liability Policy for Sports and Recreation, Groups and Facilities

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under Paragraph 3. of Section II – Who is an Insured. The words "we", "us" and "our" refer to the company providing this insurance.

The word "Insured" means any person or organization qualifying as such under Section II – Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY and PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. 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 insurance applies. We will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
 - (1) the amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
 - (2) our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) the "bodily injury" or "property damage" occurs during the policy period; and
 - (3) prior to the policy period, no Insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed Insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior

to the policy period, known to have occurred by any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) reports all, or any part, of the "bodily injury" or "property damage" to us or any other Insurer;
 - (2) receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or
 - (3) becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

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

- (1) that the Insured would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

c. Worker's Compensation and Similar Laws

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

d. Employer's Liability

"Bodily Injury" to:

- (1) an "employee" of the Insured arising out of and in the course of:
 - (a) employment by the Insured; or
 - (b) performing duties related to the conduct of the Insured's business; or
- (2) the spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 2. d. (1) above. This exclusion applies:

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

This exclusion does not apply to:

- (a) liability assumed by the Insured under an "insured contract"; or
- (b) a claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by 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.

e. Aircraft or Watercraft

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

- (1) any aircraft, unmanned aerial vehicle (UAV), drone or air cushion vehicle or watercraft owned or operated by or rented or loaned to any Insured; or
- (2) any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto. Use includes operation and "loading or unloading".

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

This exclusion does not apply to watercraft that are described on the Declarations Page(s) as permitted watercraft.

f. Automobile

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

This exclusion applies to any motorized snow vehicle or its trailers; 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; and 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.

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

This exclusion does not apply to:

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

g. Damage To Property

"Property Damage" to

- (1) property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) property loaned to you;
- (4) personal property in your care, custody or control;
- (5) that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations;
- (6) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

h. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

i. 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.

j. Damage To Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured,

arising out of:

- (1) a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) 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 has been put to its intended use.

k. Recall of Products, Work or Impaired Property

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

- (1) "your product";
- (2) "your work"; or
- (3) "impaired property";

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

l. Electronic Data

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

m. Personal and Advertising Injury

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

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 insurance applies. No other liability or obligation to pay sums or perform acts or services is covered unless specifically provided for under Supplementary Payments – Coverages, A, B and D. We will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "action" that may result. This insurance applies only if a Personal and Advertising Injury Limit is indicated on the Declarations Page(s). But:
 - (1) the amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
 - (2) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

We may, at our discretion, investigate any “occurrence” and settle any claim or “action” that may result.

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

2. Exclusions

This insurance does not apply to:

- a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

- b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity.

- c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

- d. Criminal Acts

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

- e. Contractual Liability

"Personal and advertising injury" for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the Insured would have in the absence of the contract or agreement.

- f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

- g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

- h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

- i. Infringement Of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

- j. Insureds In Media and Internet Type Businesses

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

- (1) advertising, broadcasting, publishing or telecasting;
- (2) designing or determining content of web-sites for others; or
- (3) an Internet search, access, content or service provider.

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.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.

l. Digital Information Distribution

"Personal and advertising injury" arising out of information digitally distributed on your website, or similar system, designed and/or intended for this mode of communication of information.

m. Damages Claimed By Employees

"Personal advertising injury" to any "employee" of the Named Insureds that arises out of their employment by the Named Insured, whether sustained directly or indirectly.

n. 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 email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

o. Asbestos – See Common Exclusions

p. Fungi or Spores – see Common Exclusions

q. Nuclear– see Common Exclusions

r. Pollution – see Common Exclusions

s. Terrorism – see Common Exclusions

t. War Risks – see Common Exclusions

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

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

- (1) on premises you own or rent;
- (2) on ways next to premises you own or rent; or
- (3) because of your operations provided that:
 - 1. the accident takes place in the "coverage territory" and during the policy period;
 - 2. the expenses are incurred and reported to us within one year of the date of the accident; and
 - 3. 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 as described in Section III – Limits of Insurance. We will pay reasonable expenses for:
 - (1) first aid administered at the time of an accident;
 - (2) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

- a. Any Insured
To any Insured, except "volunteer workers".
- b. Hired Person
To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- c. Injury On Normally Occupied Premises
To a person injured on that part of premises 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, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. Athletics Activities
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Products-Completed Operations Hazard
Included within the "products-completed operations hazard".
- g. Coverage A Exclusions
Excluded under Coverage A

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 insurance applies. This insurance applies only to "property damage" to premises of others rented to you or occupied by you. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS -COVERAGES A, B AND D. We will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
 - (1) the amount we will pay for "compensatory damages" is limited as described in Section

III – Limits Of Insurance; and

- (2) our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

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

- b. This insurance applies to "property damage" only if:
 - (1) the "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) the "property damage" occurs during the policy period; and
 - (3) prior to the policy period, no Insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed Insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
- d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) reports all, or any part, of the "property damage" to us or any other Insurer;
 - (2) receives a written or verbal demand or claim for "compensatory damages" because of the "property damage";
 - (3) becomes aware by any other means that "property damage" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

- a. Expected or Intended Injury

"property damage" expected or intended from the standpoint of the Insured.

- b. Contractual Liability

"property damage" for which the Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages assumed in a contract or agreement that is an "insured contract", provided the "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than

an Insured are deemed to be "compensatory damages" because of "property damage", provided:

- liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.
- c. Asbestos – see Common Exclusions
- d. Fungi or Spores – see Common Exclusions
- e. Nuclear – see Common Exclusions
- f. Pollution – see Common Exclusions
- g. Terrorism – see Common Exclusions
- h. War Risks – see Common Exclusions

COMMON EXCLUSIONS – COVERAGES A, B, C and D

This insurance does not apply to:

1. Asbestos

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

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

2. Fungi or Spores

"Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";

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

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

3. Medical Malpractice

“Bodily injury”, “property damage”, or “personal advertising injury” due to the rendering or failure to render any medical service or treatment by any person, firm or corporation engaged in the occupation of providing medical services or treatment, resulting in a Medical Malpractice injury. This does not include “incidental medical malpractice injury” as defined in this policy.

4. Professional Liability

“Bodily injury”, “property damage”, or “personal injury” due to the rendering of or failure to render any professional services, including but not limited to:

- a. medical, surgical, dental, x-ray or nursing services or treatments, or the provision of food or beverages in connection therewith;
- b. any health-related treatments or services;
- c. pharmaceutical, dental or surgical services, including the provision of medical or dental supplies or equipment, and the dispensing of drugs, narcotics or other controlled substances;
- d. the handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
- e. any service including opinions or counselling;
- f. any physiotherapy, chiropody, hearing aid, optical or optometric 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, 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;
- k. claim, investigation, adjustment, appraisal, survey or audit services;

These exclusions do not apply to “Incidental Medical Malpractice Injury” as defined within the Policy.

Nuclear Energy Liability

- a. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- b. "Bodily injury", "property damage" or “personal and advertising injury” with respect to which an Insured under this policy is also Insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other Insurer or group or pool of Insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;
- c. "Bodily injury", "property damage" or “personal and advertising injury” resulting directly or indirectly from the “nuclear energy hazard” arising from:
 - (1) the ownership, maintenance, operation or use of a “nuclear facility” by or on behalf of an Insured;
 - (2) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”;
 - (3) the possession, consumption, use, handling, disposal or transportation of “fissionable substances”, or of other “radioactive material” (except radioactive isotopes, away

from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

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

5. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

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

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

(ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"

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

(c) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) any Insured; or

(ii) any person or organization for whom you may be legally responsible; or

(d) at or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this subparagraph does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

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

(2) Any loss, cost or expense arising out of any:

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

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

(c) fines, penalties, punitive or exemplary Damages arising directly or indirectly out of the discharge, dispersal, release or escape of any "pollutants".

6. Electronic Data

Corruption, distortion, destruction, damage, alteration or erasure of electronic data, howsoever caused, including computer virus or loss of or reduction of use or functionality, or costs and expenses resulting therefrom, directly or indirectly. This exclusion does not apply to any physical damage resulting from the perils of Fire or Explosion.

If electronic data processing any media Insured by this Policy suffers physical loss or damage Insured by this Policy, settlement will be based on the cost of blank media plus the cost of copying the electronic data from back up or from originals. These costs or expenses do not include research, or engineering costs, or recreating, gathering or assembling such electronic data. If the media is irrecoverable, then basis of settlement shall be the cost of blank media. This policy does not insure any amount pertaining to the value of such electronic data to the Insured or any other party, regardless whether the electronic data cannot be recreated, gathered or assembled.

7. Stacking Limits of Liability

Limits of liability are not cumulative regardless of the number of insurance policies are in force, even if a loss is recoverable under more than one policy issued by the "Managing Underwriting Agency" or the Insurer(s).

8. Terrorism

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

9. War Risks

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

SUPPLEMENTARY PAYMENTS – COVERAGES A, B, and D

1. We will pay, with respect to any claim we investigate or settle, or any "action" against an Insured we defend:
 - a. all expenses we incur.
 - b. the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds
 - c. all reasonable expenses you incur at our request to assist us in the investigation or defense of the claim or "action", including actual loss of earnings up to \$250 a day because of time off from work.
 - d. all costs assessed or awarded against you in the "action".
 - e. any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before 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 an "action" and an indemnitee of the Insured is also named as a party to the "action", we will defend that indemnitee if all of the following conditions are met:
 - a. the "action" against the indemnitee seeks "compensatory damages" for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. this insurance applies to such liability assumed by the Insured.
 - c. the obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "insured contract";
 - d. the allegations in the "action" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
 - e. the indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "action" and agree that we can assign the same counsel to defend the Insured and the indemnitee; and
 - f. the Indemnatee:
 - (1) agrees in writing to:
 - (a) cooperate with us in the investigation, settlement or defense of the "action";
 - (b) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "action";
 - (c) notify any other Insurer whose coverage is available to the indemnitee; and
 - (d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) provide us with written authorization to:
 - (a) obtain records and other information related to the "action"; and
 - (b) conduct and control the defense of the indemnitee in such "action".

So long as the above conditions are met, legal fees incurred by us in the defense 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 Paragraph 2.b. (2) of Section I – Coverage A – Bodily Injury and Property Damage Liability, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the limits of insurance.

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

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

SECTION II – WHO IS AN INSURED

1. If 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 your managers.
 - d. an organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an Insured. Your "executive officers" and directors are Insureds, but only with respect to their duties as your officers or directors. Your shareholders are also Insureds, but only with respect to their liability as shareholders.
 - e. a trust, you are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees.
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 an organization other than a partnership, limited liability partnership, joint venture or limited liability company) 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:
 - (1) "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 his or her or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
 - (c) for which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs (1)(a) or (b) above;
 - (d) arising out of his or her providing or failing to provide professional health care services; or
 - (e) to any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
 - (2) "Property damage" to property:
 - (a) owned, occupied or used by,
 - (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by 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 "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) with respect to liability arising out of the maintenance or use of that property; and
 - (2) until your legal representative has been appointed.
 - d. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 - e. Contract workers, but only with respect to the Named Insured(s) business as listed on the Declarations Page(s);
3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A and D does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. claims made or "actions" brought; or
 - c. persons or organizations making claims or bringing "actions".
2. The **General Aggregate Limit** is the most we will pay for the sum of:
 - a. "compensatory damages" under Coverage A except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - b. "compensatory damages" under Coverage B; and
 - c. medical expenses under Coverage C.
3. The **Products-Completed Operations Aggregate Limit** is the most we will pay under Coverage A for "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. or 3. above, whichever applies, the **Each Occurrence Limit** is the most 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".
- 5. Subject to 2. above, 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 organization.
 - 6. The **Tenants' Legal Liability Limit** – Any one premises is the most we will pay under Coverage D for "compensatory damages" because of "property damage" to any one premises.
 - 7. Subject to 4. above, the **Medical Payments Limit** - Any one person is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
 - 8. If **Products-completed operations excluded** is indicated in the Declarations, this insurance does not apply to "bodily injury" or property damage" included in the "products-completed operations hazard".
 - 9. We may pay all or part of the deductible in order to achieve settlement of any Claim or "action" and the Insured shall reimburse the deductible amount upon notification of the action taken by us.
 - 10. All damages arising from another person(s) or organization trading under the name of the Insured shall be considered as arising out of one "occurrence" as regards "bodily injury" or "property damage".

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

- i. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this policy.

- ii. Canadian Currency Clause

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

- iii. 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.

- 4. Duties In The Event Of Occurrence, Offense, Claim or Action

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) how, when and where the "occurrence" or offense took place;

- (2) the names and addresses of any injured persons and witnesses; and
 - (3) the nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "action" is brought against any Insured, you must:
- (1) immediately record the specifics of the claim or "action" and the date received; and
 - (2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "action" as soon as practicable.

- c. You and any other involved Insured must:
- (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - (2) authorize us to obtain records and other information;
 - (3) cooperate with us in the investigation or settlement of the claim or defense against the "action"; and
 - (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books and Records.

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

6. Inspections and Surveys

- (1) We have the right to:
- a. make inspections and surveys at any time;
 - b. give you reports on the conditions we find; and
 - c. recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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 organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
- a. are safe or healthful; or
 - b. comply with laws, regulations, codes or standards.
- (3) Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- (4) Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this policy:

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

8. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under Coverages A, B, or D of this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance 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. below.

b. Excess Insurance

This insurance is excess over:

- (1) any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) that is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) if the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion e. of Section I – Coverage A – Bodily Injury and Property Damage Liability.
- (2) any other primary insurance available to you covering liability for "compensatory damages" arising out of the premises or operations or products-completed operations for which you have been added as an additional Insured by attachment of an endorsement.

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

When this insurance 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 insurance; 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 this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, 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.

9. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. If Premium adjustment information is provided in the Declarations, the premium shown is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

10. Premiums

The first Named Insured shown in the Declarations:

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

11. Representations

By accepting this policy, you agree:

- a. the statements in the Declarations are accurate and complete;
- b. those statements are based upon representations you made to us; and
- c. we have issued this policy in reliance upon your representations.

12. Separation Of Insureds, Cross Liability

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

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

13. Termination

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to us advance written notice of termination.
- b. We may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 1) 15 days before the effective date of termination if we terminate for nonpayment of premium; or
 - 2) 30 days before the effective date of termination if we terminate for any other reason.
- 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 termination takes effect.
- e. If this policy is terminated, we will send the first Named Insured any premium refund due. If we terminate, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if we have not made or offered a refund.

14. Transfer Of Rights Of Recovery Against Others To Us

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

15. 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 Named Insured.

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

SECTION V – DEFINITIONS

- 1. "Abuse" means any act, threat, allegation, or failure to report, involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
- 2. "Action" means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
 - a. an arbitration proceeding in which such "compensatory damages" are claimed and to which the Insured must submit or does submit with 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.
- 3. "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".
- 4. "Automobile" means a land motor vehicle, trailer or semitrailer that is required by law to be Insured under a contract evidenced by a motor vehicle liability policy, or any vehicle Insured under such a contract, including any attached machinery or equipment.
- 5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 6. "Contract Worker(s)" means a person who is not your "employee", and who acts at the direction

of and within the scope of duties determined by you, and is paid a fee, salary or other compensation by you for their work performed for you. This includes coaches and trainers only while working under the direction of the Named Insured(s) within the conduct of the business.

7. "Compensatory damages" means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portions of any multiplied damage award.
8. "Coverage territory" means the following, unless otherwise indicated on the Declarations Page(s):
 - a. Canada unless otherwise noted within the Policy Declaration(s).
 - b. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. all other parts of the world if the injury or damage arises out of:
 - (1) goods or products made or sold by you in the territory described in a. above;
 - (2) the activities of an Insured person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the Insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement we agree to.

This Policy does not have an obligation or a duty to defend any actions or litigation brought in any jurisdiction outside of Canada.

This Policy will not pay any compensatory damages or out of court settlements relating to an action brought in any jurisdiction outside of Canada.

9. "Employee" includes a "leased worker", "contract worker" and a "temporary worker".
10. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
11. "Fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
12. "Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.
13. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
14. "Illegal Substance" means any substance that is not legal to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance listed in the schedule of the Controlled Drugs and Substances Act.
15. "Illegal Substance Activity" means any activity relating to the growing, harvesting, manufacturing, distributing, selling or storing of any "Illegal Substance".
16. "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.
17. "Incidental medical malpractice injury" means "bodily injury" arising out of the rendering of or failure to render, during the policy Period, the following services:
- a. medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith;
 - b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - c. by any Insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in i) and ii) above.
18. "Insured contract" means:
- a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - 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 obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
 - f. an elevator maintenance agreement;
 - g. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph g. does not include that part of any contract or agreement:
- (1) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (i) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (ii) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
19. "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".

20. "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 aircraft, watercraft or "automobile";
- (b) while it is in or on an aircraft, watercraft or "automobile"; or
- (c) while it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".

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

22. "Nuclear facility" means:

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

23. "Managing Underwriting Agency" means Forward Insurance Managers Ltd., the insurance program administrator who is duly authorized to issue this policy and receive notices under this policy for and on behalf of the Insurers as listed on the Declarations. The "Managing Underwriting Agency" is not a party to this contract of insurance.

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

25. "Participant" means any person actively participating in any activity insured under this policy, and approved by the "Insured(s)" within the "Coverage Territory" and the policy period.

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

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or

- organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
27. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
28. "Products-completed operations hazard":
- a. 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:
 - (1) products that are still in your physical possession; or
 - (2) work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) when all of the work called for in your contract has been completed.
 - (b) when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. does not include "bodily injury" or "property damage" arising out of:
 - (1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any Insured;
 - (2) the existence of tools, uninstalled equipment or abandoned or unused materials.
29. "Property damage" means:
- a. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
30. "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;

31. "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
32. "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.
33. "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
34. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you for their work performed for you. This includes coaches and trainers only while working under the direction of the Named Insured(s) within the conduct of the business.
35. "Your product":
 - a. means:
 - (1) 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 organization whose business or assets you have acquired; and
 - (2) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. includes
 - (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) the providing of or failure to provide warnings or instructions.
 - c. does not include vending machines or other property rented to or located for the use of others but not sold.
36. "Your work":
 - a. means:
 - (1) work or operations performed by you or on your behalf; and
 - (2) materials, parts or equipment furnished in connection with such work or operations.
 - b. includes
 - (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) the providing of or failure to provide warnings or instructions.

Form #ACCM-01 Rev. May 31, 2022

Accident Medical Benefits Policy – Sports and Recreation, Groups and Facilities

DEFINITIONS

Accident means a sudden, and unforeseeable incident caused by external forces out of the Insured's control Insured and resulting in a loss.

Bodily Injury: means injury, including death, caused directly during games and practices, and travel to and from, sustained by a **Participant(s)**. **Bodily Injury** does not include sickness or disease or any causes thereof.

Declarations Page(s) means the page(s) of the policy that specifies the **Named Insured(s)**, address, policy period, location(s) of Premises, and policy limits.

Named Insured(s) means the **Insured(s)** named on the **Declarations Page(s)**.

Insurer(s): means the insurance companies whose names appear in the **Declarations Page(s)**.

Participant(s) means any person(s) actively participating in any activity insured under this policy, and approved by the **Insured(s)**, within the coverage territory and the policy period. **Participant(s)** also includes players, managers, coaches, trainers, executives, general members, volunteers, auxiliary workers, employees & officials of the association, league, club and/or teams during sponsored or supervised activities of the association, league, club, team and/or the **Named Insured(s)**.

Principal Sum refers to the amount showing on the **Declarations Page(s)** for the **Principal Sum** Benefit.

INSURING AGREEMENT

The **Insurer(s)** agrees to provide **Accident** Medical Benefits to **Participant(s)** against the loss arising from the activities insured under this policy in consequence of practice or competition organized under the supervision and direction of the **Named Insured(s)**, and team or club travel with other **Participant(s)** to or from such practice or competition, under the supervision of the **Named Insured(s)**

SECTION I. BENEFITS SCHEDULE

The **Insurer(s)** will indemnify as follows:

Percentage of **Principal Sum** listed on the **Declarations Page(s)** for the loss of:

Loss of Life	100%
All Toes of One Foot	140%

Both Feet	100%
Both Hands	100%
Hearing in Both Ears	140%
Hearing in One Ear	75%
One Hand and One Foot	100%
One Hand and Sight of One Eye	200%
One Foot and Sight of One Eye	200%
Speech and Hearing in Both Ears	200%
One Arm	75%
One Leg	75%
One Hand	50%
One Foot	50%
One Thumb or One Finger	25%
Sight of Both Eyes	140%
Sight of One Eye	100%
Speech	140%
Thumb and Index Finger	40%

Percentage of **Principal Sum** for Total Paralysis:

Quadriplegia (total paralysis of both upper and lower limbs)	200%
Paraplegia (total paralysis of both lower limbs)	200%
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	200%

Percentage of **Principal Sum** listed on the **Declarations Page(s)** for the following conditions:

Bone operation to remove injured portion of bone (when not fractured or dislocated)	100%
Burns (that need one or more skin grafts)	150%
Knee injury needing surgery (when not fractured or dislocated)	100%
Punctured lung – with open surgery	100%
Ruptured kidney (operable)	100%
Ruptured spleen	100%
Ruptured liver	100%

Percentage of **Principal Sum** listed on the **Declarations Page(s)** for the loss of:

Fractures (including Greenstick & Buckle type):	
Any bone not specified below	10%
Ankle	25%
Arm, between elbow and shoulder	25%
Collarbone	25%
Facial bones	10%
Forearm (compound or comminuted)	25%
Forearm (not compound or comminuted)	25%
Jawbone (mandible or maxilla)	35%

Knee cap	25%
Lower leg	25%
Nose	5%
One foot (one or more metacarpals)	25%
One hand (one or more metacarpals)	25%
One rib	10%
Pelvis	35%
Sacrum or coccyx	10%
Shoulder blade	25%
Skull (depressed)	100%
Skull (not depressed)	35%
Spine (one or more vertebrae)	35%
Sternum	10%
Thigh (femur)	35%
Two or more ribs	10%
Wrist (small bones)	25%

Percentage of **Principal Sum** listed on the **Declarations Page(s)** for the loss of:

Severed Tendons:	
Achilles Heel	15%
Ankle	15%
Foot (excluding toes)	15%
Elbow	15%
Hand (including fingers)	15%
Wrist	15%

Percentage of **Principal Sum** listed on the **Declarations Page(s)** for the loss of:

Dislocations:	
Ankle	15%
Bones of the foot (excluding toes)	15%
Elbow	15%
Hip	15%
Knee (with open primary)	15%
Shoulder (with open reduction)	15%

SECTION II. ADDITIONAL BENEFITS

In addition to the Benefits Schedule, the Insurer(s) will pay for the following benefits in excess of expenses payable under any other benefit plan or policy:

Accident Medical Expense Benefit

Reasonable and necessary medical expenses incurred by a **Participant(s)**, within 365 days of the date of the **Accident** as follows:

- ambulance, crutches, splints, medical braces, wheelchair rental, orthotic devices, hospital bed, lifts and trusses;

- b. private duty nurse;
- c. prescription drugs (not covered by any government or private health care plan);
- d. hospital services in excess of standard ward accommodation and not covered by any government or private health care plan);
- e. medical services costs incurred out of province when the **Accident** occurs outside the Insured's province of residence. Under no circumstances will we cover expenses incurred outside of Canada.

The maximum amount payable is the amount shown on the **Declarations Page(s)**.

Out of Province Medical Expense Benefits

The additional expenses incurred that are in excess of benefits available under any Canadian hospital or medical plan, including surgeries, hospital expenses and x-rays.

The maximum amount payable is the amount shown on the **Declarations Page(s)**.

Dental Accident Benefits

Reasonable dental expenses for treatment required to otherwise sound teeth, provided that these expenses are incurred within 365 days of the **Accident**.

We will not pay for any dental expenses provided solely for cosmetic or aesthetic purposes.

The maximum amount payable is the amount shown on the **Declarations Page(s)**.

Travel Expense Benefit

If the injury requires treatment that cannot be provided in the Participant's location of residence, the Insurer(s) will pay for travel expenses.

The maximum amount payable is the amount shown on the **Declarations Page(s)**.

Home and Vehicle Modifications

The reasonable and necessary expenses to modify the **Participant's** residence and/or one motor vehicle in order to accommodate the **Participant's** loss of both feet or legs or total paralysis.

The maximum amount payable is the amount shown on the **Declarations Page(s)**.

Youth Wage Loss

The **Insurer(s)** will pay 75% of hourly wages if the injury occurs to a **Participant** under the age of 18, who is employed on a part time basis and under a physician's care unable to perform all the duties of the job.

The maximum amount payable is the amount shown on the **Declarations Page(s)**.

Babysitting

The **Insurer(s)** will pay for a babysitter to tend to a **Participant** under the age of 18 if the **Participant** is under treatment by a physician and confined to the home during the normal school or work day, if the parent is employed outside of the home.

This is subject to the hourly minimum wage of the province of residence, up to a maximum amount payable as shown on the **Declarations Page(s)**.

Participant Exposure to the Elements and Disappearance

If an **Accident** occurs that is insured under this policy and a **Participant** has been exposed to the elements, suffering an injury as a result, if such injury is payable under the policy coverage will be provided.

If a **Participant** is not found one year from the date of a disappearance from transport at the time of an **Accident** insured under this policy, it will be assumed to be loss of life resulting from an injury caused by the **Accident** at the time of the disappearance.

The maximum amount payable is 100% of the **Principal Sum**.

SECTION III - BLANKET WEEKLY ACCIDENT BENEFIT

The **Insurer(s)** will pay a weekly benefit, for a period of 26 weeks, for loss of income due to bodily injury sustained by a **Participant** in a covered **Accident**. This benefit provides coverage up to 70% of the **Participant's** weekly salary to a maximum of \$400 per week. There is a waiting period of 30 days.

No benefit shall be payable under Section III unless the **Participant** has been attended to by a legally qualified physician.

EXCLUSIONS

We do not insure loss resulting, directly or indirectly, from any of the following:

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
2. while the **Participant** is serving in the armed forces in time of war;
3. sickness or disease either as a cause or effect. –
4. by any intentionally self-inflicted injury, attempted suicide or suicide, regardless of the mental health of the **Participant(s)** at the time;
5. air travel, except while riding as a fare paying passenger in a licensed aircraft operating on a regular scheduled service between airports.
6. purchase, repair or replacement of eyeglasses, contact lenses, or such prescriptions except as provided for in Section II;
7. professional, carded or Olympic trained athletes;
8. injury to a **Participant(s)** who is not a resident of Canada who has triggered medical care legislation unless stated in this policy. This policy is subject to and shall not contravene any federal or provincial statutory requirement with respect to hospital or medical plans, or any other policy providing a reimbursement indemnity.

LIMITS OF INSURANCE

The maximum amount payable under this policy as a result of any one **Accident** shall be the amount(s) stated in Section I of this policy. The maximum we will pay for cumulative losses will be \$1,000,000 in the aggregate regardless of the number of **Participants** injured.

GENERAL POLICY CONDITIONS

Notice of claim

1. Written notice of claim must be given to the Insurer(s) within thirty days after an **Accident** covered by the policy, or as soon as reasonably practicable;
2. Notice must be provided by the **Named Insured(s)**, the Participant(s), a beneficiary or any authorized agent of the **Named Insured(s)**;
3. Upon receipt of a notice of claim, the **Insurer(s)** will provide the individual filing the claim such forms as are usually furnished for filing proofs of loss. If such forms are not furnished within the fifteen days the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting;
4. In the event of a claim by reason of death of a member, the **Insurer(s)** shall be entitled to receive, on forms provided by the **Insurer(s)**, due proof of such death, as well as of the title and right of the claimant.
5. Any action or proceedings against the **Insurer(s)** for the recovery of any claim under this policy shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

Loss Payee

The benefits are to be made payable to the **Participant** that has sustained the loss or to the estate of the **Participant** that has sustained the loss, if applicable.

Contract

This policy, the application and any endorsement attached hereto constitutes the entire contract. No provision of this policy may be altered, waived or modified unless approved in writing by the **Insurer(s)**.

Termination

1. The policy may be cancelled by the **Named Insured(s)** by mailing or delivering a written notice to the Insurer(s), stating when thereafter such cancellation will be effective.
2. This policy may be cancelled by the **Insurer(s)** by written notice mailed to the Insured's address shown in this policy, not less than thirty (30) days prior to such cancellation date. The mailing of such notice will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period.
3. Unless otherwise provided, if the policy is cancelled by the **Named Insured(s)**, earned premiums will be calculated using the customary short rate table and procedures.
4. If the **Insurer(s)** cancels, earned premiums will be made as soon as practicable after cancellation becomes effective.

Proof of Loss

1. Written proof of loss must be furnished to the Company at its said office, within ninety days after the date of such loss.
2. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Other Insurance

The Insurer will not pay any portion of an expense referred to in this policy which is payable under any insurance plan, or law or under any plan or law that will pay the expense. With the exception of licensed ambulance expenses, all other expenses claimed herein must be presented or deemed medically necessary by a qualified medical practitioner for the treatment or rehabilitation of the **Participant**. In no case may an **Participant** be covered under more than one sports **Accident** policy. Excess premium paid shall be refunded upon request.

Examination of Records

The **Insurer(s)** will be permitted to examine and audit the **Named Insured's** books and records as they relate to this policy from time to time during the policy period and up to two (2) years after either the expiration of this policy, or until all claims under the policy have been settled, whichever date falls later.

Rights of Examination & Autopsy

The **Insurer(s)**, at its expense, as a condition precedent to recovery of insurance moneys under this contract, shall have the right to the following:

- (a) an opportunity to examine the injured **Participant(s)** as required while the claim is pending; and
- (b) in the case of a loss of life, the **Insurer(s)** may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

Legal Action

Legal action will not be taken to recover benefits under this policy until sixty (60) days after proof of loss has been submitted to the **Insurer(s)**. There is a one year period to file a legal action from the expiration of the time when the proof of loss is required under this policy.

Terms of Policy Conformed to Statute

Any term, condition, limitation or exclusion of this policy which is in conflict with the laws of the province or territory in which this policy is delivered, are hereby amended to conform to such laws.

Jurisdiction

This policy does not have an obligation or a duty to defend any actions or litigation brought in any jurisdiction outside of Canada. This policy will not pay any compensatory damages or out of court settlements relating to an action brought in any jurisdiction outside of Canada.

Currency

All payments to or by the **Insurer(s)** shall be paid in Canadian Currency.

Form #CPIE-02 Rev December 21, 2022

Participant Combat Injury Exclusion Endorsement

THIS EXCLUSION ENDORSEMENT CHANGES THE COVERAGE AFFORDED BY THIS POLICY – **PLEASE READ CAREFULLY.**

This Endorsement attaches to and forms part of the attached Commercial General Liability Policy.

It is hereby understood and agreed that the Insurer(s) shall not be liable to pay any Claim(s) or any Defence Costs arising directly or indirectly, or in respect of Bodily Injury sustained by any person(s) while practicing or participating in any combative activity, including but not limited to a contest or exhibition, caused by deliberate, malicious and intentional punches, strikes or kicks to another person's head or neck.

It is hereby understood and agreed that the Insurer(s) shall not be liable to pay any Claim(s) or any Defence Costs arising directly or indirectly, or in respect of Bodily Injury sustained by any person(s) while practicing or participating in any combative activity, including but not limited to a contest or exhibition, caused by deliberate, malicious and intentional strikes to another person's body with any form of weapon unless the weapon is used by an instructor for demonstration purposes only.

Bodily Injury means injury to the body, sickness, or disease and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease, disability, or death of any person.

This Endorsement does not alter any other terms, conditions and exclusions otherwise contained in the Policy.

Form #SLSE-01 Rev Feb 01, 2023

Standard Schedule of Endorsements – Sports and Recreation, Groups and Facilities

This schedule of endorsements attaches to and forms part of the Commercial General Liability and Accident Medical Benefits Policy forms, modifying the terms of the original policy agreements.

PLEASE READ CAREFULLY

Included herein, are the following forms:

- Abuse Exclusion
- Intentional Injury Exclusion
- Signed Waiver Requirements
- Personal Floatation Device (PDF) Warranty
- Foam Pit Exclusion
- Trampoline Exclusion
- Professional Athletes Exclusion
- Host Liquor Liability Exclusion
- Intoxicating Substances Exclusion
- Illegal Activities Exclusion

Abuse Exclusion Endorsement

It is hereby understood and agreed that this policy excludes all liability arising from:

- (a) claims or “actions” arising directly or indirectly out of any act, threat, allegation, or failure to report molestation, harassment, corporal punishment, physical sexual “abuse, sexual exploitation, any other form of physical, sexual or mental “abuse”, mental anguish, neglect, transmission of disease or other harmful acts by the “Insured(s)”;
- (b) claims or “actions” arising out of, but not limited to, the actual or threatened “abuse” or molestation by any person(s) while in the care, custody or control of any “Insured(s)”;
- (c) negligent employment, investigation, supervision of, reporting or failing to report to the proper authorities, or retention of a person(s) for whom the “Insured(s)” is legally responsible for and whose conduct is excluded under (a) above.

It is further understood and agreed that the “Insurer(s)” shall not have any duty to defend any “action” or suit seeking damages against the “Insured(s)”.

Intentional Injury Exclusion

It is hereby understood and agreed that this policy excludes all liability arising from loss or damage caused by any deliberate or intentional action or contact with intent to injure any person(s), or any allegation of a deliberate or intentional action or contact with intent to injure any person(s), and no coverage shall be afforded to the “Insured(s)” against whom the claim is made.

It is further understood and agreed that the “Insurer(s)” shall not have any duty to defend any “action” or suit seeking damages against the “Insured(s)”.

This exclusion does not apply to any accidental contact with any person(s), with no intent to injure.

Signed Waiver Warranty

It is hereby understood and agreed that the “Insured(s)” must obtain signed Waivers of Liability from all “participants” prior to the “participant’s” instruction and participation in the activity. Furthermore, if the “participant” is under the age of majority, the “Insured(s)” must collect a Waiver of Liability signed by the “participant’s” parent or legal guardian.

The following conditions must be met by the “Insured(s)”:

- the “participant” and/or the “participant’s” parent or guardian must be given ample time to read and understand the Waiver, which must be in clear and concise language and font;
- the Waiver of Liability, releasing the “Insured(s)” from all liability arising from the activity, is enforceable if the “participant” has full knowledge and acceptance of the assumption of the inherent risk involved in the activity, and an understanding of the rights they have waived upon signing the Waiver;
- if the “participant” declines to sign the Waiver, the “Insured(s)” must refund the total amount collected for the activity and now permit the “participant” to take part in the activity; and
- all signed Waivers of Liability must be retained by the Insured(s) and able to be produced upon the “Insurer’s” request.

Breach of the Signed Waiver Warranty shall render coverage provided by this policy null and void and the “Insurer(s)” shall not have an obligation or duty to defend or indemnify under the policy of insurance.

Personal Floatation Device (PFD) Warranty

It is hereby understood and agreed that all “participants” must wear PFD’s during the course of any waterborne activities in which the “participants” are aboard a floating object or permitted watercraft. This exclusion does not apply to rowers, provided that an association or governing body does not make PFD’s a mandatory requirement.

Breach of this Warranty shall render coverage provided by this policy null and void and the “Insurer(s)” shall not have an obligation or duty to defend or indemnify under the policy of insurance.

Foam Pit Exclusion

It is hereby understood and agreed this policy excludes all liability arising from any ball or foam pits or similar installations.

It is further understood and agreed that the “Insurer(s)” shall not have any duty to defend any “action” or suit seeking damages against the “Insured(s)”.

Trampoline Exclusion

It is hereby understood and agreed this policy excludes all liability arising from any trampoline activities, including but not limited to practicing, teaching, training, or using a trampoline or similar equipment.

This exclusion does not apply to any trampoline or similar equipment with a diameter of 50" or less.

It is further understood and agreed that the "Insurer(s)" shall not have any duty to defend any "action" or suit seeking damages against the "Insured(s)".

Professional Athletes Exclusion

It is hereby understood and agreed this policy excludes all liability arising from the training and development of any professional, carded or Olympic athletes.

It is further understood and agreed that the "Insurer(s)" shall not have any duty to defend any "action" or suit seeking damages against the "Insured(s)".

Host Liquor Liability Exclusion

It is understood and agreed that this policy excludes all liability arising from the selling, serving or offering of alcohol. This includes any liability arising directly or indirectly from any liquor licensing laws, liquor control laws, or other similar laws.

It is further understood and agreed that the "Insurer(s)" shall not have any duty to defend any "action" or suit seeking damages against the "Insured(s)".

Intoxicating Substances Exclusion

It is understood and agreed that this policy excludes all liability arising from the selling, serving or offering of any intoxicating substances. This includes any liability arising directly or indirectly from any licensing laws, control laws, or other similar laws relating to intoxicating substances.

It is further understood and agreed that the "Insurer(s)" shall not have any duty to defend any "action" or suit seeking damages against the "Insured(s)".

Illegal Substance Activities Exclusion

It is hereby understood and agreed that this policy excludes all liability arising from any "Illegal Substance Activities", howsoever caused.

It is further understood and agreed that the "Insurer(s)" shall not have any duty to defend any "action" or suit seeking damages against the "Insured(s)".

These forms do not alter any other terms, conditions and exclusions otherwise contained in the Policy.

Form #SSE8053-2324 February 1, 2023
Standard Schedule of Endorsements

The following Conditions, Clauses, Endorsements, Warranties, and Exclusions are applicable to the Commercial General Liability coverage and Errors & Omissions Liability Coverage, unless otherwise specified herein.

- Communicable Disease Exclusion – LMA 5396
- Sanction Limitation and Exclusion Clause – LMA 3100
- Law and Jurisdiction Clause – LMA5022
- Fraudulent Claim Clause – LMA 5062
- Cyber and Data Exclusion - LMA5528
- Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause - NMA1622
- Nuclear Incident Exclusion Clause – Liability – Direct (Broad) – Canada – NMA 1978a
- Seepage and Pollution and/or Contamination Exclusion (Combined Clause) – NMA 2340
- War and Terrorism Exclusion Endorsement – NMA 2918
- Biological or Chemical Materials Exclusion – NMA 2962

Communicable Disease Exclusion – LMA 5396

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Sanction Limitation and Exclusion Clause – LMA 3100

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or Canada, or the United States of America.

Law and Jurisdiction Clause – LMA5022

This Insurance shall be governed by the laws of Canada and subject to the exclusive jurisdiction of the courts of Canada.

Fraudulent Claim Clause – LMA 5062

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

Cyber and Data Exclusion - LMA5528

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident;
 - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data; or
 - 1.3 complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation, regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement there to having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

Definitions

4. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause - NMA1622

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Nuclear Incident Exclusion Clause – Liability – Direct (Broad) – Canada – NMA 1978a

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - i. the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - ii. the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - iii. the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

1. The term “nuclear energy hazard” means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term “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 or pursuant to any law, act or statute, or 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;
3. The term “nuclear facility” means:

- a) any apparatus designed or used to sustain nuclear fission in a self- supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - b) any equipment or device designed or used for
 - (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them,
 - (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 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.
4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

Seepage and Pollution and/or Contamination Exclusion (Combined Clause) – NMA 2340

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- a) any loss, damage, cost or expense, or
- b) any increase in insured loss, damage, cost or expense, or
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation), which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention,

abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

- 1) In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
 - a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
- 2) In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
 - a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
 - b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - i) the amount of the Damage or Destruction; and
 - ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

War and Terrorism Exclusion Endorsement – NMA 2918

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Biological or Chemical Materials Exclusion – NMA 2962

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Form #SDANL-01 Rev. Feb. 4, 2022

Standard Disclosures and Notices

This document contains the following disclosures and notices:

FORWARD – Personal Information & Data Privacy Protection Policy
FORWARD – Complaints Process
LSW1542F – Lloyd’s Underwriters’ Policyholders’ Complaint Protocol
LSW1543D – Privacy: Notice Concerning Personal Information
LSW1565C - Code of Consumer Rights and Responsibilities

FORWARD - PERSONAL INFORMATION & DATA PRIVACY PROTECTION POLICY

Our Commitment

Forward Insurance Managers Ltd. (“Forward”) is committed to protecting the privacy of our clients and being accountable for the information we collect from them.

This privacy policy has been developed with the intention of meeting Canadian and Provincial privacy legislation and has been compiled to describe how the personal information we collect is used. We are committed to respecting the privacy rights of everyone whose personal information we have collected. Please read our privacy policies carefully to get a clear understanding of how we collect, use, protect or otherwise handle clients’ personal information.

Definitions

Personal Information – information about an identifiable individual (name, age, social insurance number, sex, income or family status, and business interests). Personal Information is also information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

Contact Information - information that would enable an individual to be contacted at a place of business, including name, position name or title, business telephone number, business address, business email, or business fax number.

Contact information is not covered by this policy or PIPEDA.

Privacy Officer – the individual designated responsibility for ensuring that Forward Insurance Managers Ltd. complies with this policy and with PIPAEDA

Legislation

Forward is domiciled in British Columbia and required to comply with the Personal Information Protection and Electronic Documents Act (“PIPEDA”). Forward is required to continually ensure it adequately protects the personal information in its care as technologies evolve and as new risks emerge.

What Personal Information do we collect?

In the course of conducting our business, we collect Personal Information about individuals in order to facilitate quoting, binding, and servicing insurance products. This information may include, but is not limited to:

- Name, address, telephone number, email address, and other Contact Information;

- Age, birth date, credit card number, or license plate number;
- Medical records, credit records, driving record, or previous addresses;
- Information about insurance history, including past policies, claims, or loss history whether claimed or not; and/or
- Other information we may collect with client consent, or as permitted or required by law.

When completing a contact form, registering on our website, making a payment or completing an application, clients may be asked to enter their name, email address, mailing address, phone number, credit card information or other details to help them with their experience and/or the purchase of our insurance products and services. Our website also uses cookies to enhance the browsing experience and to optimize our content offering to each individual browser on which this website is displayed.

Why do we collect Personal Information?

The collection of Personal Information is essential to our ability to provide products and services that best suit the needs of our customers. Personal Information may be used to:

- Confirm identity;
- Qualify a client for coverage, determine their coverage needs, assess risk, and provide them with a quotation for requested insurance products and services;
- Evaluate credit and collect insurance premiums and fees;
- Assist with the claims process;
- Evaluate clients' insurance needs and offer and/or provide other products that may be of interest to them or provide them with greater protection;
- Maintain business records as required;
- Meet legal, regulatory, and internal processing requirements; and/or
- Otherwise, with consent or as permitted or required by law.

When do we collect information?

Information is collected when customers or their agents interact with us. Information may be collected during calls, visits, or emails. Information may also be collected online, through our website or a partner site any time an agent fills out a form or enters information on our website. Depending on the products or services requested, we may collect information provided on applications for products and services directly related to the insurance product which is being applied for. To assess risks or if a client makes a claim, we may collect information from Insurers, industry associations, and claims adjusters. We may also automatically collect information through our marketing programs through the use of cookies, and other technologies that track how people use our website and marketing communications.

How do we use the Personal Information collected online?

We may use the Personal Information we collect from clients when they register, complete an application, make a payment, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To allow us to deliver content and product offerings;
- To improve our website in order to enhance the user experience;
- To allow us to better respond to customer service needs;

- To provide insurance proposals, quotations and information;
- To send periodic emails regarding a client's order and/or our products and services;
- To determine eligibility and process applications for products and services;
- For communication, service, marketing, billing and administration;
- For claims administration and data analysis;
- For analytical purposes;
- To develop proprietary tools and features; and/or
- To comply with legal, audit, security and regulatory requirements.

Will we disclose Personal Information of clients to other parties?

When applying for insurance or other products or services, or requesting quotations, indications of premiums, or policy terms or availability of coverage, client information will be shared with third parties, including but not limited to:

- Insurance Companies;
- Underwriters;
- Other Insurance Brokers (both within and outside the Forward, including Lloyds' Brokers);
- Managing General Agents (MGA's);
- Wholesalers;
- Claims Adjusters;
- Restoration Companies;
- External Accounting Firms;
- Other third parties as permitted or required by law.
- Such third parties may be located in Canada or elsewhere in the world, including the United States and Europe.

We will not disclose Personal Information unless it is authorized or required by law, court order, subpoena, or search warrant. We will not sell, trade or rent Personal Information to anyone else outside Forward, without client consent unless it is allowed under PIPEDA. In this case, we will aim to disclose only the specific information that is needed under the circumstances and, wherever possible, will inform you about the disclosure.

Our employees are required to keep confidential all information they may come to know during the course of their job duties. Employees are prohibited from disclosing Personal Information to third parties.

How do we protect Personal Information?

We will protect the security and confidentiality of Personal Information as is appropriate to the sensitivity level of the information collected. Personal Information is stored in confidential databases at locations in Canada, the United States, and the United Kingdom. These sites have appropriate security measures in place to protect against the loss, misuse and alteration of Personal Information under our care; however, any information transmitted via the Internet may be intercepted by third parties. Forward does not assume any liability for interception, alteration, or misuse of information transmitted over the Internet.

Our service providers and agents are bound to maintain the confidentiality of Personal Information and may not use the information for any unauthorized purpose. Employees are governed by strict standards and policies to ensure that Personal Information is secure and treated with the utmost care and respect.

Third-party links

Occasionally, at our discretion, we may include or offer third-party products or services on our website. Such third-party sites will have separate and independent privacy policies and we have no responsibility or liability for the content and activities of these linked sites.

Consent

Clients may choose whether or not to provide us with Personal Information.

From time to time, we may obtain express consent from the client to the use Personal Information. More generally, we will determine that consent has been implied by their voluntary provision of the information. Express consent can be verbal or written, including in electronic form (email). Implied consent occurs when we can assume a client has given consent by their actions, such as request for a specific product, service, or for general information to assist with their insurance buying decisions; by the provision to Forward of Personal Information in that regard, we infer consent to the use of that Personal Information as is reasonable to provide the product or service requested.

If clients need to provide Personal Information about other individuals, such as employees, dependents, and sub-contractors, they must obtain their consent for these purposes prior to their disclosure of the information to us.

Clients may at any time withdraw consent by providing us with reasonable notice. They may not withdraw consent where so doing will frustrate performance of a legal obligation. Should they choose to withdraw consent, we are legally obligated to inform them of the consequences of withdrawing consent, which may result in us being unable to provide the products or services requested.

Privacy Compliance Officers

Forward Insurance Managers Ltd. has designated Privacy Compliance Officers who can answer any questions about our policies, procedures. Your concerns can be directed to:

Privacy Officer
Forward Insurance Managers Ltd.
#900 – 543 Granville St.
Vancouver, BC V6C 1X8
contact@forwardinsurance.ca 604-639-8359

FORWARD - COMPLAINTS PROCESS

Forward will always strive to provide you the best customer experience. However, should you not be satisfied with our service, we encourage you to contact our office. We commit to investigate all complaints and provide you a response. Forward has set processes in place for handling any customer complaint, as follows:

- First, 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. The brokerage is clearly identified on any policy of insurance.

- Second, if your broker is unable to help resolve your concerns, please provide us in writing an outline of your complaint. Please include a copy of your policy or claim file information. Please forward your complaint to:

Forward Insurance Managers
Attention: Complaints Officer
contact@forwardinsurance.ca
or by mail to
900 – 543 Granville Street
Vancouver, BC
V6C 1X8

- Third, 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 Insurer(s) providing the insurance coverage under this policy. Each Insurer's complaints protocol notice is contained in this document.

Where Lloyd's Underwriters are a subscribing Insurer, the following notices apply to the attached policy:

LSW1542F - 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

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

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

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

LSW1543D - PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION

Who we are

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

What personal information we collect

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit www.lloyds.com. Further details can be found on our online Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>

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

How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other

means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

LSW1565C - 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.

Form #ELEE-01 Rev. March 16, 2022

Employer's Liability Coverage Extension

This form attaches to and forms part of the Commercial General Liability policy. It is hereby

understood and agree that:

Section I – Coverage A, 2. Exclusion (d) is deleted and replaced with the following:

Section I – Coverage A

2. Exclusions

- (d) Subject to the limit shown on the Declarations under Employer's Liability, Insurer will pay for "bodily injury" to an Employee of the Insured arising out of and in the course of employment by the Insured in the business of the Insured described in the Declarations Page(s) as Operations.

This coverage does not apply to "bodily injury":

- a. resulting from the acts or omissions of any person employed by the Insured that is in violation of any law as to age;
- b. to any person employed by the Insured that is in violation of any law as to age;
- c. arising out of any new construction, or alterations to buildings which involve structural work, movement or changing of the size of any buildings or part of buildings or other structures; or
- d. arising out of any demolition operations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Form #AIEF-01 Rev. Dec 14,2022

Additional Insured Endorsement Form

This endorsement is attached to forms part of the Commercial General Liability Policy.

It is hereby understood and agreed that:

In respect only to the operations of the Insured, the following is/are added as Additional Insured(s), but only insofar as their legal liability arises out of the operations of the Named Insured.

In the event of cancellation, Insurer(s) shall endeavor to provide 30 days' notice; however, failure to do so shall not prejudice Insurers' liability under the Policy.

Name	Address	Relation to Applicant
District of Squamish	37955 Second Avenue Squamish, BC, V8B 0B7	Government Body
Municipality of Whistler	4325 Blackcomb Way Whistler, BC, V8E 0X5	Government Body

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED