



ALLSPORT COMMERCIAL GENERAL LIABILITY AND PROPERTY INSURANCE
 Effected with certain Lloyd's Underwriters "the Insurer"
 through Lloyd's Approved Coverholder ("the Coverholder"):
MARKEL
 1100 Melville Street, Suite 750
 Vancouver, BC V6E 4A6

DECLARATIONS

Policy Number AL3371	Replacing Policy Number R/C	Broker HUB INTERNATIONAL INSURANCE BROKERS	
Policy Period From	DECEMBER 31, 2018	To	DECEMBER 31, 2019
12:01 a.m. Standard Time at Postal Address of the Named Insured as stated herein.			
Name of Insured and Postal Address	REGISTERED FITNESS LEADERS OF PROVINCIAL ASSOCIATIONS AS ENDORSED HEREON 400, 4350 Still Creek Drive Burnaby, BC V5C 0G5		
Description of Operations	SEE DESCRIPTION OF OPERATIONS ENDORSEMENT		
In return for payment of the premium, and subject to the terms of this policy, we agree to provide the insurance as stated in this policy.			
	Deductible	Limits	Premium deposit
COMMERCIAL GENERAL LIABILITY POLICY - ASIM 100 (6/90)			
Each Occurrence		2,000,000	1
Tenants Legal Liability-any one premises	500	250,000	Incl.
Medical Expense-any one person		1,000	Incl.
Aggregate Limit-Products/Completed Operations Hazard		2,000,000	Incl.
Bodily Injury/Property Damage & Legal Expense Deductible	500		
Errors & Omissions Liability (Directors & Officers/Wrongful Acts)		Not Insured	
Non Owned Automobile S.P.F. 6		2,000,000	Incl.
Location of Premises you own or occupy - Various		Total Premium \$	\$1
Premium Basis	Rate	Premium	
MB/NB/NS/ON/SK fitness leaders tba	\$20/leader	\$1	
Minimum Premium - n/a			.../2
Endorsements attached to this document: Incidental Medical Malpractice Liability AS01 - FL (09/2013) Named Insured Amendment - Coverage Territory Description of Operations Exclusion (Personal Trainers) Exclusions (Bikram Yoga & Inversion Asanas) Data Exclusion 2000CL AL			

The insurance contract consists of this Declarations page & all coverage wordings, statutory conditions, riders or endorsements attached hereto.

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected 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 Agreement No. MKL2018001, UMRB6027 MKL2018001 (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 1155 rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

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

In witness whereof this policy has been signed as authorized by the Underwriters, by **MARKEL CANADA LIMITED**

Per _____

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

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

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

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

Dec 11, 2018

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DECLARATIONS (cont'd)

Insured
REGISTERED FITNESS LEADERS OF PROVINCIAL ASSOCIATIONS AS ENDORSED HEREON

Coverage	Co-ins.	Deductible	Limits	Premium
Terrorism Exclusion 2002CL AL Asbestos Exclusion 1998CL AL Fungi Exclusion 1999CL AL Abuse or Molestation Exclusion 210000 AL				

The statutory conditions and additional conditions apply with respect to all the perils insured by this policy and to the liability coverage, where provided, except where these conditions may be modified or supplemented by riders or endorsements attached.

STATUTORY CONDITIONS

1. **MISREPRESENTATION:** If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
2. **PROPERTY OF OTHERS:** Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.
3. **CHANGE OF INTEREST:** The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.
4. **MATERIAL CHANGE:** Any change material to the risk and within the control and knowledge of the Insured, voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local broker; and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.
5. **TERMINATION:**
 - 1) This contract may be terminated:
 - A) By the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered.
 - B) By the Insured at any time on request.
 - 2) Where this contract is terminated by the Insurer:
 - A) The Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired times, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - B) The refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
 - 3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time deemed to be less than any minimum retained premium specified.
 - 4) The refund may be paid by money, postal or express company money order or cheque payable at par.
 - 5) The fifteen (15) days mentioned in clause A) or sub-condition 1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
6. **REQUIREMENT AFTER LOSS:**
 - 1) Upon the occurrence of any loss or damage to the Insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:
 - A) Forthwith give notice thereof in writing to the Insurer;
 - B) Deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
 - I. Giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed.
 - II. Stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes.
 - III. Stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured.
 - IV. Showing the amount of other insurances and the names of other Insurers.
 - V. Showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property.
 - VI. Showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract.
 - VII. Showing the place where the property insured was at the time of loss;
 - C) If required, give a complete inventory of undamaged property and showing detail quantities, cost, actual cash value;
 - D) If required and practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declarations, and furnish a copy of the written portion of any other contract.
 - 2) The evidence furnished under clauses C) and D) of sub-paragraph 1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
7. **FRAUD:** Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.
8. **WHO MAY GIVE NOTICE AND PROOF:** Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.
9. **SALVAGE:**
 - 1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
 - 2) The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph 1) of this condition according to the respective interest of the parties.
10. **ENTRY, CONTROL, ABANDONMENT:** After loss or damage to insured property, the Insurer has an immediate right to access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage and, after the Insured has secured the property, of further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.
11. **APPRAISAL:** In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.
12. **WHEN LOSS PAYABLE:** The loss is payable within sixty (60) days after the completion of the proof of loss, unless the contract provides for a shorter period.
13. **REPLACEMENT:**
 - 1) The Insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipts of the proofs of loss.
 - 2) In the event the Insurer shall commence to so repair, rebuild or replace the property within forty-five days after receipts of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.
14. **ACTION:** Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.
15. **NOTICE:** Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in our outside Canada.

COMMERCIAL GENERAL LIABILITY POLICY

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to 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.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

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. 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. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking those damages, but:
 - 1) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2) we may investigate and settle any claim or "action" at our discretion; and
 - 3) 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.
- b. 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".
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

- a. "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. "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) assumed in a contract or agreement that is an "insured contract"; or
 - 2) that the insured would have in the absence of the contract or agreement.
- c. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- d.
 - 1) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any insured of:
 - a) any "automobile";
 - b) any motorized snow vehicle or its trailers;
 - c) any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - d) any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.
 - 2) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.

This exclusion does not apply to "bodily injury" to an employee of the insured on whose behalf contributions are made or required to be made by the insured under the provisions of any workers compensation law.
- e. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any insured of any watercraft.

This exclusion does not apply to:

- 1) a watercraft while ashore on premises you own or rent;
 - 2) a watercraft you do not own that is:
 - a) less than 8 meters long; and
 - b) not being used to carry persons or property for a charge.
 - 3) "Bodily injury" to any employee of the insured on whose behalf contributions are made or required to be made under the provisions of any workers compensation law.
- f. 1) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any insured of:
- a) any aircraft; or
 - b) any air cushion vehicle.
- 2) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation or entrustment to others by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- g. "Property damage" to:
- 1) property you own, rent or occupy;
 - 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 contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
 - 6) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.
- Paragraph 2) of this exclusion do 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. "Property damage" to "your product" arising out of it or any part of it.
- i. "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. "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. 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. Pollution Liability - see Common Exclusions.
- m. Nuclear Liability - see Common Exclusions.
- n. War Risks - see Common Exclusions.

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 injury" or "advertising injury" to which this insurance applies. 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 any "action" seeking those compensatory damages but:
 - 1) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2) we may investigate and settle any claim or "action" at our discretion; and
 - 3) 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.
- b. This insurance applies to "personal injury" only if caused by an offence:
 - 1) committed in the "coverage territory" during the policy period; and
 - 2) arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

- c. This insurance applies to "advertising injury" only if caused by an offense committed:
 - 1) in the "coverage territory" during the policy period; and
 - 2) in the course of advertising your goods, products or services.

2. Exclusions

This insurance does not apply to:

- a. "Personal injury" or "advertising injury":
 - 1) arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - 2) arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - 3) arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the insured; or
 - 4) for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- b. "Advertising injury" arising out of:
 - 1) breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - 2) the failure of goods, products or services to conform with advertised quality or performance;
 - 3) the wrong description of the price of goods, products or services; or
 - 4) an offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

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:
 - a) the accident takes place in the "coverage territory" and during the policy period;
 - b) the expenses are incurred and reported to us within one year of the date of the accident; and
 - c) 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. We will pay reasonable expenses for:
 - 1) first aid at the time of an accident;
 - 2) necessary medicinal, surgical, x-ray and dental services, including prosthetic devices; and
 - 3) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. to any insured;
- b. to a person hired to do work for or on behalf of any insured or a tenant of any insured;
- c. to a person injured on that part of premises you own or rent that the person normally occupies;
- d. to a person, whether or not an employee of any insured, who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law;
- e. to a person injured while taking part in athletics;
- f. the payment of which is prohibited by law;
- g. included within the "products-completed-operations hazard";
- h. excluded under Coverage A.

COVERAGE D. TENANT'S LEGAL LIABILITY

1. Insuring Agreement

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. 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. This insurance applies only to "property damage" to premises rented to you or occupied by you. This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking compensatory damages but:

- a. the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
- b. we may investigate and settle any claim or "action" at our discretion; and
- c. 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 Coverage A, B or D or medical expenses under Coverage C.

2. Exclusions

This insurance does not apply to:

- a. "Property damage" expected or intended from the standpoint of the insured.
- b. "Property damage" for which the insured is obligated to pay by reason of the assumption of 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.
- c. Pollution Liability - see Common Exclusions.
- d. Nuclear Energy Liability - see Common Exclusions.
- e. War Risks - see Common Exclusions.

COVERAGE E. ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of "wrongful act", to which this insurance applies. 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, D and E. We will have the right and duty to defend any "action" seeking those compensatory damages. But:
 - 1) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2) we may investigate and settle any claim or "action" at our discretion; and
 - 3) 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, D or E or medical expenses under Coverage C.
- b. This insurance applies to "wrongful act" only:
 - 1) committed in the "coverage territory" during the policy period; and
 - 2) arising out of the conduct of your operation.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury", "personal injury" or "property damage".
- b. Your gaining in fact any personal profit or advantage to which you were not legally entitled.
- c. Acts of fraud or dishonesty.

- d. Any failure or omission on your part to effect and maintain insurance.
- e. 1) claims or "action" seeking relief, or redress, in any form other than money damages;
2) for fees or expenses relating to claims, demands or actions seeking relief or redress, in any form other than money damages.
- f. Pollution Liability - see Common Exclusions.
- g. Nuclear Liability - see Common Exclusions.
- h. War Risks - see Common Exclusions.

COMMON EXCLUSIONS - COVERAGES A, C, D AND E

1. Pollution Liability

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - 1) at or from premises owned, rented or occupied by an insured;
 - 2) at or from any site or location used by or for an insured or others for the handling, storage, disposal, processing or treatment of waste;
 - 3) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an insured or any person or organization for whom the insured may be legally responsible; or
 - 4) at or from any site or locations on which an insured or any contractor or subcontractors working directly or indirectly on behalf of an insured are performing operations:
 - a) if the pollutants are brought on or to the site or location in connection with such operations; or
 - b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- b. Any loss, cost or expense arising out of any governmental direction or request that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- c. Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

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

Subparagraphs 1) and 4)a) of paragraph A. of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire". As used in this Exclusion, a "hostile fire" means one which becomes uncontrollable, or breaks out from where it was intended to be.

2. Nuclear Energy Liability

- a. Liability imposed by or arising under the Nuclear Liability Act.
- b. "Bodily injury" or "property damage" with respect to which an insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- c. "Bodily injury" or "property damage" resulting directly or indirectly from the nuclear energy hazard arising 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.

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 that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- 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 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.
- 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.

3. War Risks

"Bodily injury" or "property damage" due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E

We will pay, with respect to any claim or "action" 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 incurred by the insured at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to \$100 a day because of time off from work.
- d. All costs taxed against the insured in the "action" and any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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 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. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees or your volunteers, other than your executive officers, but only for acts within the scope of their employment by you or, in the case of volunteers, within the scope of their duties assigned by you. However, except as provided in b. below, none of these employees or volunteers is an insured for:
 - 1) "bodily injury" or "personal injury" 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; or
 - 2) "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - 3) "property damage" to property owned or occupied by or rented or loaned to that employee or volunteer, any of your other employees or volunteers, or any of your partners or members (if you are a partnership or joint venture).

And no employee is an insured for bodily injury or personal injury to you or to a co-employee whilst in the course of their employment or service.

- b. Any member while participating in or training for a sanctioned sporting or social event.
- c. Any person (other than your employees or volunteers), or any organization while acting as your real estate manager.
- d. 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.
- e. 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.
- f. Municipalities, Government departments, sponsors and owners of facilities in whose name you have agreed to provide insurance are added as additional Insureds, but only for their vicarious liability arising out of your operations.

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that 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 injury" or "advertising liability" arising out of an offence 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 or joint venture 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 Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Compensatory damages under Coverage B - Personal and Advertising Injury Liability;
 - c. Compensatory damages under Coverage E - Errors and Omissions Liability;
 - d. Compensatory damages under Coverage A - Bodily Injury and Property Damage Liability, arising out of the "products-completed operations hazard".
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Compensatory damages under Coverage A and Coverage B; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for compensatory damages because of "property damage" to any one premises.
5. Subject to 3. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
6. Subject to 2. above, the Errors and Omissions Liability Limit is the most we will pay under Coverage E for compensatory damages because of a "wrongful act".

7. All Loss Deductible Coverage A:

Bodily Injury and Property Damage, Legal Fees Expenses - Coverage A:

It is agreed that our obligation under Coverage A to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of bodily injury, property damages, legal fees and expenses as the result of any one occurrence. The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits and (b) your duties in the event of occurrence, apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

8. All Loss Deductible Coverage D (Tenants Legal Liability):

It is agreed that our obligation under this coverage to pay compensatory damages on your behalf because of "property damage" applies only to the amount of compensatory damages in excess of the deductible amount. The deductible amount applies to all compensatory damages because of property damage as the result of any one "occurrence". The terms of the policy including those with respect to (a) our rights and duties with respect to the defence of "actions" and (b) your duties in the event of an "occurrence", apply even although there is a deductible. We may pay any part or all of the deductible amount to settle any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

9. All Loss Deductible Coverage E:

It is agreed that our obligation under Coverage E to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the amount indicated in the Declarations. The deductible amount applies to all compensatory damages because of "wrongful act", legal fees and expenses as the result of any one occurrence. The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits and (b) your duties in the event of occurrence, apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

The limits 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

1. **Bankruptcy**

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

2. **Canadian Currency Clause**

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

3. **Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - 1) 15 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - 2) 30 days before the effective date of cancellation if we cancel for any other reason. In Quebec, if notice is mailed, cancellation takes effect 15 or 30 days after receipt of notice by the post office to which it is addressed depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. The policy period will end on the date cancellation takes effect.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

4. **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.

5. **Duties in the Event of Occurrence, Claim or Action**

- a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - 1) how, when and where the "occurrence" took place; and
 - 2) the names and addresses of any injured persons and of witnesses.
- b. If a claim is made or "action" is brought against an insured, you must see to it that we receive prompt written notice of the claim or "action".
- 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, settlement or defence of the claim or "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 insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. 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.

7. Inspections and Surveys

We have the right but are not obligated to:

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

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or 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, code or standards.

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

8. 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 obtained after an actual trial; 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. Every "action" or proceeding against us shall be commenced within one year next after the date of such judgment or agreed settlement and not afterwards. If this policy is governed by the laws of Quebec every action or proceeding against us shall be commenced within three years from the time the right of action arises.

9. 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 any of the other insurance, whether primary, excess, contingent or on any other basis:

- 1) that is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work" or for premises rented to you; or
- 2) if the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion e. of Coverage A (Section I).

When this insurance is excess we will have no duty under Coverage A, B or D to defend any claim or "action" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to all 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:

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

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.

10. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium 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 term is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum 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.

11. 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.

12. 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.

13. Separation of Insureds, Cross Liability

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

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 the rights and duties but only with respect to that property.

SECTION V - DEFINITIONS

1. "Action" means a civil proceeding in which compensatory damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which you must submit with our consent.
2. "Advertising Injury" means injury arising out of one or more of the following offences:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation or advertising ideas of style of doing business;
3. "Automobile" means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.

4. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Coverage territory" means:
 - a. Canada and the United States of America (including its territories and possessions);
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - 1) the injury or damage arises out of:
 - a) goods or products made or sold by you in the territory described in a. above; or
 - b) the activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - 2) 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 in writing.
6. "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 the contract or agreement; if such property can be restored to use by:
 - 1) the repair, replacement, adjustment or removal of "your product" or "your work"; or
 - 2) you have failed to fulfill the terms of a contract or agreement.
7. "Insured Contract" means:
 - a. A lease of premises;
 - b. A sidetrack agreement;
 - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - d. Any other easement agreement;
 - e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
 - f. An elevator maintenance agreement; or
 - g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay compensatory damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- 1) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- a) preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b) 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 injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in 1) above and supervisory, inspection or engineering services.
8. "Occurrence" means accident, including continuous or repeated exposure to substantially the same general harmful condition.
9. "Personal Injury" means injury, other than "bodily injury", arising out of one or more of the following offences:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
10. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except
- 1) products that are still in your physical possession; or
 - 2) work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- 1) when all of the work called for in your contract has been completed;
 - 2) when all of the work to be done at the site has been completed if your contract calls for work at more than one site;
 - 3) when that part of 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.
- c. This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
11. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.

12. "Wrongful Act" means:

- a. Any actual or alleged error, misstatement, or misleading statement by an insured;
- b. Any actual or alleged act, omission, neglect or breach of duty by an insured.

A "wrongful act" does not include any activity of an insured who is a member of a licensed or certified profession where such activity is related to the practice of such profession, whether on a voluntary basis or otherwise.

13. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 1) you;
 - 2) others trading under your name; or
 - 3) a person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

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

14. "Your work" means:

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

"Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

STANDARD NON-OWNED AUTOMOBILE POLICY (S.P.F. 6)

WITH RESPECT TO VEHICLES USED IN THE INSURED'S BUSINESS:

SECTION A – THIRD PARTY LIABILITY

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

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

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

- a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
 - b) * for any liability imposed upon any person insured by this policy:
 - 1. by any workmen's compensation law; or
 - 2. by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or
 - c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement unless it is in written form; or
 - d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of such person; or
 - e) for any amount in excess of the limit stated in the Liability Schedule and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.
- * Not applicable in the Province of Ontario.

ADDITIONAL AGREEMENTS OF INSURER

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

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

This Policy is valid only when attached to and forming part of one of the Insurer's standard policies providing liability insurance.

AGREEMENTS OF INSURED

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

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

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSUREDS

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

2. TERRITORY

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

3. HIRED AUTOMOBILES DEFINED

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

4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

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

5. TWO OR MORE AUTOMOBILES

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

6. PREMIUM ADJUSTMENT

The Advance Premium stated in the Liability Schedule is computed on:

1. The estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured, and
2. The estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

7. LIMITS OF LIABILITY

Non-Owned Automobile

Each accident: The Limit of Liability stated in the Declarations for Non-Owned Automobiles as applicable to "each accident" is the limit of the Insurer's liability (exclusive of interest and costs) for loss or damage resulting from Bodily

Injury to or the Death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.

STATUTORY CONDITIONS
(YUKON TERRITORY, NORTHWEST TERRITORIES, ALBERTA, ONTARIO, NEW BRUNSWICK, NOVA SCOTIA, PRINCE EDWARD ISLAND AND NEWFOUNDLAND)

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

NOTE: All of the Statutory Conditions contain the above wording. However,

- in the Yukon Territory, the following additional section appears:
“With respect to Section B only Statutory Conditions 1, 8 and 9 shall apply.”
- in Prince Edward Island, the wording is contained in sub-condition (1) of Condition 1.
- in Alberta, the following additional sentence appears:
“Statutory Conditions 2, 3, 4, 5, 6 and 7 shall not apply to Section B – Accident Benefits.”
- in the Northwest Territories, there is an additional wording reading:
“and the words ‘insured person’ mean an Insured and includes any person to whom benefits may be payable under the Accident Benefits set out in the schedule to the Insurance Ordinance. With respect to Section B only Statutory Conditions 1, 8 and 9 shall apply.”

MATERIAL CHANGE IN RISK

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

NOTE: In Prince Edward Island Statutory Condition, sub-conditions 2 and 4 are identical with the above quoted Statutory Condition relating to material change in risk.

PROHIBITED USE BY INSURED

2. (1) The Insured shall not drive or operate the automobile,
 - a) unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or
 - b) while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
 - c) while he is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which licence or permit to drive an automobile may be issued to him; or
 - d) for any illicit prohibited trade or transportation; or
 - e) in any race or speed test.

PROHIBITED USE BY OTHERS

- (2) The Insured shall not permit, suffer, allow or connive at the use of the automobile,
 - a) by any person
 - i. unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
 - ii. while that person is under the age of sixteen or under such other age at which a licence or permit to drive an automobile may be issued to him; or
 - b) by any person who is a member of the household of the Insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or

- c) for any illicit or prohibited trade or transportation; or
- d) in any race or speed test.

REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY

3. (1) The Insured shall:
- a) promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;
 - b) verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and
 - c) forward immediately to the Insurer every letter, document, advice or writ received by him from or on behalf of the claimant.
- (2) The Insured shall not:
- a) voluntarily assume any liability or settle any claim except at his own cost; or
 - b) interfere in any negotiations for settlement or in any legal proceeding.
- (3) The Insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE

4. (1) Where loss or damage to the automobile occurs, the Insured shall, if the loss or damage is covered by this contract,
- a) promptly give notice thereof in writing to the Insurer with the fullest information obtainable at the time;
 - b) at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and
 - c) deliver to the Insurer within ninety (90) days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the Insured.
- (2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under sub-condition (1) of this condition is not recoverable under this contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,
- a) without written consent of the Insurer; or
 - b) until the Insurer has had a reasonable time to make the examination for which provision is made in Statutory Condition 5.

Examination of Insured

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

Insurer Liable for Cash Value of Automobile

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

Repair or Replacement

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

No Abandonment; Salvage

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

In Case of Disagreement

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

INSPECTION OF AUTOMOBILE

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

TIME AND MANNER OF PAYMENT OF INSURANCE MONEY

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

When Action May be Brought

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

Limitation of Actions

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

NOTE: In Yukon Territory, Northwest Territories and New Brunswick, the one year limitation period in sub-condition (3) should read "2 years".

In the case of Nova Scotia, Newfoundland and Prince Edward Island sub-condition (3) reads as follows:

"(3) Every action or proceeding under this contract against the Insurer in respect of a claim for indemnification for liability of the Insured for loss or damage to property of another person or for personal injury to or death of another person shall be commenced within two years after the liability of the Insured is established by a court of competent jurisdiction and not afterwards. Every other action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within two years from the time the loss or damage was sustained and not afterwards."

WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

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

TERMINATION

8. (1) This contract may be terminated,
 - a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered.
 - b) by the Insured at any time on request.
- (2) Where this contract is terminated by the Insurer,
 - a) the Insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

- b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

NOTE: In the Northwest Territories, paragraph (a) of sub-condition 1 has the following words added: "and by notifying the registrar of motor vehicles as required by the Vehicles Ordinance".

NOTICE

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

NOTE: In the Northwest Territories, the reference is to Territories and in the Yukon Territory the reference is to Territory rather than the Province.

In Witness Whereof, the Insurer has executed and attested these presents but this Policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.

(S.E.F. NO. 99) EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

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

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

ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL3371	REGISTERED FITNESS LEADERS OF PROVINCIAL ASSOCIATIONS AS ENDORSED HEREON	DECEMBER 31, 2018

INCIDENTAL MEDICAL MALPRACTICE LIABILITY

In consideration of an additional premium of \$ included, it is agreed that the definition of bodily injury is extended to include the following:-

Injury arising out of the rendering of or failure to render, during the policy period, the following services:-

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliance; or
- (3) Professional services in the practice of Fitness Leaders or Personal Trainers.

This coverage does not apply to:-

- a) Expenses incurred by you for first aid to others at the time of an occurrence; **Condition (5) Your Duties in the Event of Occurrence, Claim or Action** is amended accordingly;
- b) Any insured engaged in the business or occupation of providing any of the services described under (1) and (2) above.

AS01 - FL (09/2013)

ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL3371	REGISTERED FITNESS LEADERS OF PROVINCIAL ASSOCIATIONS AS ENDORSED HEREON	DECEMBER 31, 2018

NAMED INSURED

It is understood and agreed that the following are named insured under the within policy:-

Manitoba Fitness Council Inc.

Fitness New Brunswick Inc. / Conditionnement Physique Nouveau Brunswick Inc.

Nova Scotia Fitness Leaders Association

Ontario Fitness Council

Saskatchewan Parks & Recreation Association Inc.

ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL3371	REGISTERED FITNESS LEADERS OF PROVINCIAL ASSOCIATIONS AS ENDORSED HEREON	DECEMBER 31, 2018

AMENDMENT - COVERAGE TERRITORY

This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

The definition of "coverage territory", item 5 in SECTION V - DEFINITIONS, is deleted and replaced by the following:

5. "Coverage territory" means:
 - a. Canada.

ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL3371	REGISTERED FITNESS LEADERS OF PROVINCIAL ASSOCIATIONS AS ENDORSED HEREON	DECEMBER 31, 2018

DESCRIPTION OF OPERATIONS

ALL REGISTERED LEADERS IN THE FOLLOWING SCOPE OF PRACTICE SPECIALTIES:-

GROUP FITNESS; AQUATIC FITNESS; WEIGHT TRAINING; 3RD AGE FITNESS, YOGA FITNESS (EXCLUDING BIKRAM YOGA & INVERSION ASANAS) PILATES FITNESS, OSTEOFIT; SUPERVISORS OF FITNESS LEADERS AND TRAINERS OF FITNESS LEADERS WHILE THEY ARE PERFORMING FITNESS LEADER EVALUATIONS.

Fitness Leaders registered solely in Fitness Theory are insured for fitness instruction based upon the practical application of knowledge acquired in their specialty module course in a practicum setting for a period up to 365 days from the date of registration in Fitness Theory.

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ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL3371	REGISTERED FITNESS LEADERS OF PROVINCIAL ASSOCIATIONS AS ENDORSED HEREON	DECEMBER 31, 2018

EXCLUSION (PERSONAL TRAINERS)

It is understood and agreed that the insurance provided by this policy shall not apply to Personal Trainers.

excl

ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL3371	REGISTERED FITNESS LEADERS OF PROVINCIAL ASSOCIATIONS AS ENDORSED HEREON	DECEMBER 31, 2018

EXCLUSIONS (Bikram Yoga & Inversion Asanas)

It is understood and agreed that the insurance provided by this policy shall not apply to Bikram Yoga & Inversion Asanas.

b11

This Endorsement Changes The Policy. Please Read It Carefully.

DATA EXCLUSION ENDORSEMENT

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" under the Commercial General Liability Policy.

This insurance does not apply to any liability for:

- erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
- erroneously creating, amending, entering, deleting or using "Data";

including any loss of use arising therefrom.

Additionally, this insurance does not apply to any "personal injury" or "advertising injury", if otherwise insured, arising out of the distribution or display of "Data", by means of an internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "Data".

Further, wherever used in this endorsement the term "Data" means representations of information or concepts, in any form.

All other terms and conditions remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" under the Commercial General Liability Policy.

1. This Policy does not apply to "bodily injury", "property damage" or "personal 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 injury".
2. If Errors & Omissions Liability is included in the policy to which this endorsement is applicable, then this policy does not apply to loss, as defined in the said forms, 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 such loss.
3. The following definition is added:

Wherever used in this endorsement, or wherever used in any other endorsement or in any policy to which this endorsement is applicable, "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.

All other terms and conditions remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

ASBESTOS EXCLUSION

This endorsement modifies the coverage provided in those forms on the "Declarations Page" under the Commercial General Liability Policy.

- 1) This insurance shall not apply to and does not cover any actual or alleged "bodily injury", "property damage", "personal injury" or Medical Payments or any other cost, loss or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- 2) If Errors & Omissions Liability is included in the policy to which this endorsement is applicable, then this insurance shall not apply to and does not cover any actual or alleged "wrongful act", as defined in the said forms, or any other cost, loss or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage", "personal injury", Medical Payments, "wrongful act" or any other cost, loss or expense.

All other terms and conditions remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

FUNGI & FUNGAL DERIVATIVES EXCLUSION ENDORSEMENT

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" under the Commercial General Liability Policy.

- 1) This insurance shall not apply to:
 - a. "bodily injury", "property damage", "personal injury" or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores"; or
 - b. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - c. any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

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

This exclusion shall not apply to "bodily injury" or "property damage" which results directly from:

1. a "products-completed operations hazard" not otherwise excluded by this policy;

The most we will pay under this exception for all "bodily injury" and "property damage" in any policy period is \$250,000.

The Limit of Insurance provided by this exception shall be included in and is not in addition to any other Limits of Insurance provided for "bodily injury" or "property damage" under the Liability section of this policy.

- 2) If Errors & Omissions Liability is included in the policy to which this endorsement is applicable, then this policy does not apply to:
 - a. "wrongful act", as defined in the said forms, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores"; or
 - b. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - c. any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

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

For the purpose of this endorsement, the following definitions are added:

"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.

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

All other terms and conditions remain unchanged

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – ABUSE OR MOLESTATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any claims against:

1. any insured; or
2. any employee, agent, servant, officer, director, or member of any insured; or
3. any person performing volunteer services for and/or on behalf of any insured,
arising out of sexual molestation, sexual harassment, corporal punishment or physical or mental abuse
or harassment whether actual or alleged; or
the transmission of disease arising out of any act referred to in the above paragraph; or
the failure to take all reasonable and proper steps to guard against the possibility of the foregoing.

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:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

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

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NOTICE CONCERNING PERSONAL INFORMATION

How we use your information

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

Information is collected and stored for the following purposes:

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

What personal information we collect about you

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

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account details

We also collect information about you when you visit www.lloyds.com. Further details can be found on our online Privacy & 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.

Who we disclose your information to

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

Disclosure without consent

The following are reasonable grounds to permit the disclosure of personal information without the knowledge or consent of a customer:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next to kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims
- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

How to access your information and/or contact us

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at info@lloyds.ca. The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through info@lloyds.ca.

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Code of Consumer Rights and Responsibilities

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

Right to Be Informed

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

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

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

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

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

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

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

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