

**DUFFERIN OPP DETACHMENT BOARD
MELANCTHON TOWNSHIP, TOWN OF MONO, MULMUR TOWNSHIP
AGENDA
November 28th, 2024 - 9:00 am**

MEETING DETAILS

In-Person Location: Primrose OPP Detachment, 506312 HWY 90 Mono, ON

Dufferin OPP Detachment Board - Melancthon Township, Town of Mono, Mulmur Township

Time: Nov 28, 2024 09:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89638625954?pwd=WWqibTbCR4bNuRCoygtTnvRgEU22Dp.1>

Meeting ID: 896 3862 5954

Passcode: 928845

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT STATEMENT

3. APPROVAL OF AGENDA

Recommendation: THAT the agenda be approved.

4. APPROVAL OF MINUTES

Recommendation: THAT the Minutes of September 25th, 2024 be approved as circulated/amended

5. DISCLOSURE OF PECUNIARY INTEREST

6. ADMINISTRATION

- 6.1 Priorities and Objectives – is vision zero possible (Cheryl Russel)
- 6.2 How to get Dufferin County to engage with us as a partner to address the concerns of residents (Cheryl Russel)
- 6.3 How to get Community involvement including community education
- 6.4 Letter to Dufferin County regarding extra patrolling on County Roads (Darren White)

- 6.5 Concerned residents regarding traffic concerns on River Road (Cheryl Russel)
- 6.6 Concerned resident regarding excessive speed on the 4th Line (Melancthon)
- 6.7 The 3M detachment Board Web Page
- 6.8 Mennonite Community Road Safety discussion
- 6.9 Decrease in daily activity reporting
- 6.10 Todd Taylor – Town of Orangeville
 - Survey
 - Setting up joint Police Services Board meeting
- 6.11 Police Record Checks (Darren White)

7. FINANCIAL

7.1 Accounts Payables

Recommendation: THAT the appointed secretary pay any approved accounts payable and bill back the remaining two Town(ships) at the end of the fiscal year.

7.2 Insurance

Recommendation: THAT the Board approve the Insurance payment for \$4,008.96 including taxes.

7.3 Budget

Possible Recommendation: THAT the Board approve the 2025 Budget

8. DETACHMENT COMMANDER'S REPORT

- 8.1 Dufferin Detachment OPP 3rd Quarter Report
- 8.2 Media Release 2023 Annual Report

9. ITEMS FOR FUTURE MEETINGS

10. ADJOURNMENT

Recommendation: THAT the meeting adjourn at ____am to meet again on _____ at _____ am, or at the call of the Chair



The Corporation of
THE TOWNSHIP OF MELANCTHON

157101 Highway 10, Melancthon, Ontario, L9V 2E6

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Email: info@melancthontownship.ca

October 10, 2024

County of Dufferin
30 Centre Street
Orangeville, ON
L9W 2X1

Dear Sir or Madam:

At the meeting of Council held on October 3, 2024, the following motion was passed:

Moved by White , Seconded by McLean

Whereas the County of Dufferin has an extensive road network hosted by 8 local municipalities,

And whereas traffic volumes continue to increase on all roads in Dufferin with a corresponding increase in poor driving behaviors, including speeding, stunt driving, distracted driving, and others,

And whereas community safety and wellbeing is the responsibility of all levels of government,

And whereas local municipalities carry the burden of policing on roads within their respective jurisdictions regardless of ownership of the roads,

Therefore be it resolved that Council for the Township of Melancthon requests that the County of Dufferin set aside funding in its budget annually to secure additional equipment, resources and patrol officers to add enforcement to roads falling under the jurisdiction of the County of Dufferin, and that the County of Dufferin work with local police service boards, municipalities and relevant stakeholders to provide those additional resources,

And further that this motion be sent to all Dufferin municipalities, all Dufferin Police Service Boards, and the County of Dufferin for ratification. Carried.

Yours truly,

Sarah Culshaw
Treasurer/Deputy-Clerk

Cc Dufferin Municipalities
Dufferin Police Services Boards

OPP Detachment Board Survey

Effective April 1, 2024 section 10 boards under the former PSA became OPP detachment boards under the new CSPA and, in most cases these boards were consolidated/restructured under O. Reg. 135/24.

As part of our initiative to continue joint meetings of Dufferin OPP detachment boards post-April 1st, it would be very helpful if boards would complete this brief survey. Survey results will be shared with all boards.

1. Have O. Reg. 135/24 appointments to your board been fully made by or after March 31, 2024? ¹
 - a. Municipal council appointments (council member and community appointments) (Y/N) _____ and if N what % appointed _____.
 - b. Provincial appointments (Y/N) _____ and if N what % appointed _____.
2. Have all of your appointed board members completed initial mandatory training? (Y/N) _____ and if N what % _____.
3. Have all of your appointed board members completed mandatory thematic training due 6 months after member appointment? (Y/N) _____ and if N what % of members have completed _____.
4. Has your board arranged board insurance post-April 1, 2024:
 - a. Y/N _____
 - b. If Y (check one)
 - i. OAPSB group insurance _____
 - ii. Individual board insurance _____

¹ Note: While it is not 100% clear, it appears that the intention of the legislation/regulations was to revoke both municipal appointments and provincial appointments to s.10 boards effective April 1, 2024 in favour of municipalities and the province appointing new/existing members to OPP detachment boards post-March 31/24 as a fresh step.

PUBLIC ENTITY CASUALTY PACKAGE POLICY INCLUDING NOT FOR PROFIT DIRECTORS' AND OFFICERS' COVERAGE

Replacing Policy Number NEW

Policy Number CP84156

DECLARATIONS

Intact Public Entities Inc. is a Managing General Agent and is duly authorized by the Insurer(s) vested with underwriting authority on behalf of the Insurer(s) for the proportions of indemnity so stated under the Subscribing Companies.

The Subscribing Companies, hereinafter called the Insurer, agree this policy is issued subject to the declarations, coverage agreements, exclusions, definitions, conditions and limits as well as the endorsements to the policy which may from time to time be added to form part of the policy.

In accepting the present policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this policy, any previous policy stated in the Declarations is replaced by this policy, including all renewals attaching thereto.

Broker Name

CREWSON INSURANCE BROKERS
LIMITED

Broker Address

SHELBURNE, ON

Named Insured and Policy Mailing Address

DUFFERIN O.P.P. DETACHMENT BOARD 4
758070 2ND LINE EAST
MULMUR, ON L9V 0G8

Insured's Operations

O.P.P. DETACHMENT BOARD

Policy Period:

From OCTOBER 11, 2024

To OCTOBER 11, 2025

at 12:01 a.m. Standard Time at the address of the Insured

The policy contains a clause that may limit the amount payable.

SUMMARY OF COVERAGES

Insurance is afforded only under those Parts of the policy for which a premium is shown opposite such Part below. The insurance afforded under any Part is only in the amounts and to the extent set forth in such Part, subject to all terms, conditions and exclusions of the applicable Part.

In each Part, where the word "policy" appears it refers to the particular Part in which it appears and not to any other Part or to the entire policy.

	Coverage Description	Subtotals	Total Premium
Part A	Liability		\$ 2,016
Part B	Errors & Omissions Liability		\$ NOT INSURED
Part B1	Directors & Officers - Not For Profit		\$ 1,611
Part C	Non-Owned Automobile		\$ 85
Part D	Environmental Liability		\$ NOT INSURED
Part E	Comprehensive Crime		\$ NOT INSURED
Part F	Accident - Board Members'		\$ NOT INSURED
	On Duty	\$ NOT INSURED	
	24 Hour Coverage	\$ NOT INSURED	
	Critical Illness	\$ NOT INSURED	
Part F1	Accident - Volunteers'		\$ NOT INSURED
Part G	Accident - Firefighters'		\$ NOT INSURED
Part H	Conflict of Interest		\$ NOT INSURED

Total Policy Premium

\$ 3,712

Minimum Retained Premium

\$ 557

Forms Attached to and Forming Part of Policy Number CP84156

Form Name	Form Number
General Conditions ON and Atlantic	GNGX3569-0124
Cancellation Clause -General Conditions ON and Atlantic	CNGX3671-0124
General Conditions (Other Provinces and Territories)	GNGX3755-0124
Cancellation Clause (Other Provinces and Territories)	CNGX3703-0124
Lloyd's Additional Conditions	GNGX408-0124

Important Information

The Declarations and Summary of Coverage provides an overview of your coverage. This Summary of Coverage will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance.

Read Your Entire Policy Carefully. The information and descriptions contained herein are not intended to be complete descriptions of all terms, conditions and exclusions applicable to the products and services. In all cases, Intact Public Entities Inc.'s products and services are governed by the terms, conditions and exclusions of the actual policy wordings.

Subscription Form

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted thereof or added thereto by endorsement, hereinafter called "The Insurer's", the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly, each for the proportion or for the sum insured and for the Coverages set against its name in the List of Subscribing Companies that if the insurance described in The Summary of Coverages of this Policy is provided by the terms of this Policy and endorsements attached thereto, while the Policy is in force, the Insurers will indemnify the Insured against the Loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual, or such other proportion as may be substituted by endorsement.

The liability of The Insurers individually under the Policy shall be limited to that proportions of the loss payable under this Policy which the proportion or sum insured the name of the individual Insurer in the List of Subscribing Companies, hereunder, or such other proportion or sum insured as maybe substituted therefore by endorsement, bears to the total of the sums respectively set against each item of this Policy and endorsements attached hereto.

Whenever in this policy or in any endorsement attached hereto reference is made to "the Insurer", "the Company" or "this Company" reference shall be deemed to be made to each of the Insurers severally.

IN WITNESS WHEREOF the Insurers through their representative(s) duly authorized by them for this purpose have executed and signed this policy.

Intact Public Entities Inc.
278 Pinebush Road, Suite 200
Cambridge, ON N1T 1Z6



President

Authorized Representative

List of Subscribing Companies

Policy Part	Name of Insurer	Portion of Indemnity (%)	Premium (\$)
Liability	Intact Insurance Company	42.25	852
	Underwriters at Lloyd's under Contract Number B1820LNR24C042	37.75	761
	Temple Insurance Company	20.00	403
	Totals	100.00	2,016
Directors and Officers - Non-Profit	Intact Insurance Company	42.25	681
	Underwriters at Lloyd's under Contract Number B1820LNR24C042	37.75	608
	Temple Insurance Company	20.00	322
	Totals	100.00	1,611
Non-Owned Automobile	Intact Insurance Company	42.25	36
	Underwriters at Lloyd's under Contract Number B1820LNR24C042	37.75	32
	Temple Insurance Company	20.00	17
	Totals	100.00	85

GENERAL CONDITIONS

This Form is attached to and modifies the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

- All Liability Coverage Forms (other than Non-Owned Automobile Liability or Not for Profit Directors and Officers Liability)
- Conflict of Interest Reimbursement

Including any extensions, clauses or additions of coverage to the above base forms.

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Throughout this Form the word “Insured” refers to the Named Insured shown in the Declaration Page(s). The word “Insurer” refers to the company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to either this Form or to the DEFINITIONS of Liability Coverage forms or the Property Coverage forms attached to this Policy. If the conditions contained under this Form are also found in other forms forming part of this Policy, only the conditions contained herein shall prevail.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

The following Conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy under a Property Coverage form (including fire) or a Liability Coverage. If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

The following General Conditions are only applicable to the provinces of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland.

SECTION I – PROPERTY COVERAGE 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 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 in such property is stated in the contract.

3. CHANGE OF INTEREST

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or 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 by the change, unless the change is promptly notified in writing to the Insurer or its local agent. The Insurer, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days of the receipt of the notice, pay to the Insurer an additional premium. 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

5.1. This contract may be terminated,

5.1.1. by the Insurer giving to the Insured written notice of termination at least:

5.1.1.1. five (5) days before the effective date of termination if personally delivered;

5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or

5.1.1.3. thirty (30) days before the effective date of termination if the contract is terminated by registered mail for any other reason.

5.1.2. by the Insured at any time on request.

5.2. When this contract is terminated by the Insurer,

5.2.1. the Insurer shall refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, subject to any minimum retained premium specified; and

5.2.2. 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.

5.3. When 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.

5.4. The refund may be made by money, postal or express company money order or cheque payable at par.

5.5. The fifteen (15) and thirty (30) days mentioned in clauses 5.1.1.2. and 5.1.1.3. of this condition commence to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Special condition applicable to Condominium Corporations:

In those jurisdictions where provincial legislation under which the Condominium Corporation is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or General Conditions of this Policy as the case may be, such prescribed conditions shall apply.

6. REQUIREMENTS AFTER LOSS

6.1. Upon the occurrence of any loss of 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,

6.1.1. immediately give notice of the loss or damage in writing to the Insurer;

6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,

6.1.2.1. giving a complete inventory of the lost or damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

6.1.2.2. 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,

6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,

6.1.2.4. showing the amount of other insurances and the names of other Insurers,

- 6.1.2.5. showing the interest of the Insured and of all others in the property with particulars of all mortgages, liens, encumbrances and other charges upon the property;
- 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
- 6.1.2.7. showing the place where the insured property was located at the time of loss or damage;
- 6.1.3. if required, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cash value;
- 6.1.4. if required and if practicable, produce accounts, warehouse receipts, stock lists, invoices and other pertinent records, verified by statutory declaration, as well as any relevant contracts or agreements with others.
- 6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
- 7. FRAUD**
- Any fraud or willfully 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**
- In case of absence or inability of the Insured to give notice of loss or make proof of loss, notice of loss may be given and proof of loss may be made by the agent of the Insured. If the Insured fails to give notice immediately, the notice of loss may be given and the proof of loss may be made by a person to whom any part of the insurance money is payable.
- 9. SALVAGE**
- 9.1. The Insured, in the event of any loss or damage to any insured property, shall take all reasonable steps to prevent further damage to such property and to prevent damage to other insured property, including, if necessary, removal to a secure location.
- 9.2. The Insurer shall contribute proportionately, according to the respective interests of the parties, towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subsection 9.1. of this condition.
- 10. ENTRY, CONTROL, ABANDONMENT**
- After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage. After the Insured has secured the property, the Insurer has a further right of access and entry sufficient to enable its agents to make appraisal or particular estimate of the loss or damage. The Insurer is not entitled to the control or possession of the insured property. There can be no abandonment of insured property to the Insurer without the Insurer's consent.
- 11. APPRAISAL**
- In the event of disagreement as to the value of the insured property or the value of the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand for one is made in writing and until proof of loss has been delivered.
- 12. WHEN LOSS PAYABLE**
- The loss is payable within sixty (60) days after completion of the proof of loss, unless the contract provides for a shorter period.
- 13. REPLACEMENT**
- 13.1. The Insurer, instead of making payment, may repair, rebuild, or replace the property lost or damaged, giving written notice of its intention to do so within thirty (30) days after receipt of the proof of loss.
- 13.2. In that event, the Insurer shall commence to repair, rebuild, or replace the property within forty-five (45) days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.
- 14. ACTION**
- Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one (1) year after the loss or damage occurs.
- 15. NOTICE**
- Any written notice to the Insurer may be sent by registered mail or delivered to the chief agency or any office of the Insurer in Canada. Written notice may be given to the Insured by letter personally delivered to the Insured or by registered mail addressed to the Insured at the Insured's latest post office address as notified to the Insurer. In this condition, the expression registered means registered in or outside Canada.

ADDITIONAL CONDITIONS (Property Coverage)

- 1. NOTICE TO AUTHORITIES**
- Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
- 2. SUE AND LABOUR**
- It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
- 3. BASIS OF SETTLEMENT**
- Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
- 4. SUBROGATION**
- The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.
- Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.
- Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.
- Special condition applicable to Condominium Corporations**
- Except with respect to criminal act or intentional acts or vehicle impact, the Insurer agrees with the Insured to waive its right of subrogation as to any claim against:
- the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and

- the owner of a unit and, if residents of the household of the owner of a unit, his or her **spouse**, the relatives of either and any other person under the age of 21 in the care of an owner of a unit or his or her spouse. **Spouse** means a person who is married to or has entered into a civil union with another person of the opposite or the same sex and is living with that person for at least three years or for at least one year if a child was born or adopted of their union.

Independent contractors shall not be considered agents or employees of the **Condominium Corporation**, its Directors, Property Managers, or of the unit owners.

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.
Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

5. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

6. CANADIAN CURRENCY CLAUSE

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

7. CONTRIBUTION

If, on the happening of any loss or damage to property in consequences of which a claim is or may be made under this Policy, there is in force more than one contract covering the same interest, the liability of the Insurer under this Policy shall be limited to its proportionate share of such claim.

8. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the policy period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

9. BREACH OF CONDITION

9.1. If the Insured does not comply with a condition of this insurance, any claim for subsequent loss or damage is not recoverable.

The Insurer will not deny a claim for this reason if the Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

9.2. Special condition applicable to Condominium Corporations:

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Policy, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition.

It is further agreed that this insurance shall not be prejudiced by:

9.2.1. any act or neglect of any occupants or owners of the **building** or any part thereof when such act or neglect is not within the control of the **Condominium Corporation**, or

9.2.2. failure of the **Condominium Corporation** to comply with any warranty or condition herein with regard to any portion of the **premises** over which the **Condominium Corporation** has no control.

10. REINSTATEMENT

Unless specified otherwise in this Policy, losses hereunder shall not reduce the amount of insurance of this Policy.

11. LOSS PAYABLE

Special clause applicable to Condominium Corporations

Loss, if any, shall be payable in accordance with the provisions of the provincial legislation under which the **Condominium Corporation** is constituted. If the legislation has no such provisions, loss, if any, shall be payable as stated on the Declaration Page(s).

12. PROPERTY OF OTHERS –CONDOMINIUMS

Special condition applicable to Condominium Corporations

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

GENERAL INSURING AGREEMENT APPLICABLE TO THIS POLICY

1. In consideration of the premium specified and the statements contained in the Declaration Page(s) and the conditions, stipulations and declarations contained in the Forms and Endorsements, the Insurer agrees to insure the Insured named in the Declaration Page(s) to the extent provided by the Forms and Endorsements for the policy period.

By acceptance of this Policy, the Insured acknowledges the cancellation from the effective date of this Policy, of any previous policy (or the renewal thereof) which is stated in the Declaration Page(s) as replaced.

2. TERMINATION

Notwithstanding anything contained to the contrary in the Conditions specifically applying to each section of this Policy, the Termination condition of the Commercial Property Policy Conditions of this Policy may at the Insurer's option be applied to the contract entirely.

3. DEFINITION

Wherever the word "policy", "contract" (meaning the insurance contract) or "insurance" (meaning the insurance contract) is used in the Conditions applicable to this Policy or in the Forms and Endorsements forming part thereof, such word shall be held to apply only to the specific cover provided by that Section and by the Forms and Endorsements forming part thereof.

STANDARD MORTGAGE CLAUSE (Approved by The Insurance Bureau of Canada)

It is hereby provided and agreed that:

- BREACH OF CONDITIONS BY MORTGAGOR OWNER OR OCCUPANT** – The insurance and every documented renewal thereof – AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN – is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk:
PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO THE MORTGAGEE'S KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee – on reasonable demand – from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.
- RIGHT OF SUBROGATION** – Whenever the Insurer pays the Mortgagee any loss award under this Policy and claims that – as to the Mortgagor or Owner – no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
- OTHER INSURANCE** – If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee – at law or in equity – then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.
- WHO MAY GIVE PROOF OF LOSS** – In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
- TERMINATION** – The term of this Mortgage Clause coincides with the term of the policy; Provided always that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.
- FORECLOSURE** – Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.
SUBJECT TO THE TERMS OF THE MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this Policy is made payable to the Mortgagee.

CLAUSE TYPE RELATIVE AUX GARANTIES HYPOTHÉCAIRES (Approuvée par le Bureau d'Assurance du Canada)

- VIOLATIONS DU CONTRAT** – Ne sont pas opposables aux créanciers hypothécaires les actes, négligences ou déclarations des propriétaires, locataires ou occupants des biens assurés, notamment en ce qui concerne les transferts d'intérêts, la vacance ou l'inoccupation, ou l'affectation des lieux à des fins plus dangereuses que celles déclarées.
Les créanciers hypothécaires sont tenus d'aviser l'Assureur (si ce dernier leur est connu) dès qu'ils sont au courant de toute inoccupation ou vacance de plus de trente jours consécutifs, de tout changement dans les droits de propriété ou de toute aggravation du risque, à charge pour eux d'acquitter, sur demande raisonnable, les surprime afférentes aux aggravations dépassant les normes d'acceptation fixées pour le présent contrat et cela au tarif établi à cet égard et pour la durée du contrat restant à courir à compter du début des aggravations en question.
- SUBROGATION** – À concurrence des indemnités versées par lui aux créanciers hypothécaires, l'Assureur est subrogé dans les droits de ces derniers contre les débiteurs ou propriétaires auxquels il se croit justifié d'opposer un motif de non-garantie, les créanciers hypothécaires n'en demeurant pas moins en droit de recouvrer le solde de leurs créances avant que la subrogation ci-dessus puisse être exercée. L'Assureur se réserve cependant le droit d'acquitter les créances intégralement, auquel cas il a droit au transfert de celles-ci et de toutes les sûretés les garantissant.
- PLURALITÉ D'ASSURANCES** – Si d'autres assurances sont, à quelque titre que ce soit, acquises aux créanciers hypothécaires, les indemnités qu'ils peuvent en recevoir doivent être prises en ligne de compte pour la détermination des sommes qui leur sont payables.
- PRÉSENTATION DES DEMANDES D'INDEMNITÉ** – En cas d'absence ou incapacité de l'Assuré, ou s'il refuse ou néglige de présenter les déclarations de sinistre ou formulaires de demandes d'indemnité exigées par le contrat, ces déclarations peuvent en être faites par les créanciers hypothécaires dès qu'ils sont au courant des sinistres, les formulaires de demande devant dès lors être produits par eux dans les meilleurs délais.
- CESSATION** – Les effets de la présente clause prennent fin en même temps que le contrat, sous réserve des droits de résiliation dont l'Assureur peut se prévaloir aux termes de ce dernier, et à charge pour l'Assureur de se conformer aux dispositions de l'article 5 des Conditions légales, et de donner aux créanciers hypothécaires le préavis exigé de toute résiliation ou modification pouvant leur causer préjudice.
- SAISIE** – Si les créanciers hypothécaires ou leurs ayants droit acquièrent, par saisie ou autrement, les titres ou les droits de propriété des biens assurés, ils ont droit dès lors au bénéfice de la présente assurance tant qu'elle demeure en vigueur.
Aux conditions ci-dessus (lesquelles doivent par ailleurs prévaloir en ce qui concerne les intérêts des créanciers hypothécaires contre toutes celles du contrat en conflit avec elles), les sinistres sont payables directement aux créanciers hypothécaires ou à leurs ayants droit.

Cancellation Agreement

This is to certify that the undersigned insured and other interested parties, where applicable, named in this Policy acknowledge the termination of the insurance coverage provided under this Policy effective _____ 20 ____ at 12:01 a.m. Standard Time at the postal address of the named insured.

Signature of Insured: _____

Résiliation

Ceci est pour attester que l'assuré, et la personne ayant droit à toute partie du montant de garantie où applicable, nommé, dans le contrat accuse réception que le présent contrat est résilié à partir de _____ 20 ____ à 0h 01 heure normale à l'adresse du proposant.

Signature de l'Assuré: _____

SECTION II –LIABILITY CONDITIONS

If similar liability conditions are contained in the liability forms forming part of this Policy, those conditions prevail over the following provisions.

1. BANKRUPTCY

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of the Insurer's obligation under this Policy.

2. CANADIAN CURRENCY CLAUSE

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

3. CHANGES

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

4. DUTIES IN THE EVENT OF OCCURRENCE, OFFENCE, CLAIM OR ACTION

- 4.1. The Named Insured must see to it that the Insurer is notified as soon as practicable of an **occurrence** or an offence which may result in a claim. To the extent possible, notice should include:
 - 4.1.1. How, when and where the **occurrence** or offence took place;
 - 4.1.2. The names and addresses of any injured persons and witnesses; and
 - 4.1.3. The nature and location of any injury or damage arising out of the **occurrence** or offence.
- 4.2. If a claim is made or **action** is brought against any Insured, the Named Insured must:
 - 4.2.1. Immediately record the specifics of the claim or **action** and the date received; and
 - 4.2.2. Notify the Insurer as soon as practicable.The Named Insured must see to it that the Insurer receives written notice of the claim or **action** as soon as practicable.
- 4.3. The Named Insured and any other involved Insured must:
 - 4.3.1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or **action**;
 - 4.3.2. Authorize the Insurer to obtain records and other information;
 - 4.3.3. Cooperate with the Insurer in the investigation or settlement of the claim or defence against the **action**; and
 - 4.3.4. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- 4.4. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Insurer's consent.

5. EXAMINATION OF THE NAMED INSURED' BOOKS AND RECORDS

The Insurer may examine and audit the Named Insured's books and records as they relate to this Policy at any time during the **policy period** and up to three (3) years afterward.

6. INSPECTIONS AND SURVEYS

- 6.1. The Insurer has the right to:
 - 6.1.1. Make inspections and surveys at any time;
 - 6.1.2. Give the Named Insured reports on the conditions the Insurer finds; and
 - 6.1.3. Recommend changes.
- 6.2. The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:
 - 6.2.1. Are safe or healthful; or
 - 6.2.2. Comply with laws, regulations, codes or standards.
- 6.3. Sub-paragraphs 6.1. and 6.2. of this condition apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 6.4. Sub-paragraph 6.2. of this condition does not apply to any inspections, surveys, reports or recommendations the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, by-laws or regulations, of boilers, pressure vessels or elevators.

7. LEGAL ACTION AGAINST THE INSURER

No person or organization has a right under this Policy:

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

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured; but the Insurer will not be liable for **compensatory damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant's legal representative.

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

8. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

9. OTHER INSURANCE

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers by this Policy, the Insurer's obligations are limited as follows:

- 9.1. Primary Insurance
This insurance is primary except when sub-paragraph 8.2. below applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by the method described in sub-paragraph 8.3. below.
- 9.2. Excess Insurance
This insurance is excess over:
 - 9.2.1. any of the other insurance, whether primary, excess, contingent or on any other basis:
 - 9.2.1.1. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - 9.2.1.2. that is Fire insurance for premises rented to the Named Insured or temporarily occupied by the Named Insured with permission of the owner;

9.2.1.3. If the loss arises out of the maintenance or use of watercraft or **automobile** not otherwise excluded under this Policy.

9.2.2. any other primary insurance available to the Named Insured covering liability for **compensatory damages** arising out of the premises or operations or **products-completed operations hazard** for which the Named Insured has been added as an additional insured by attachment of an Endorsement.

9.2.3. Excess Insurance (Claims Made Form)

If this Policy provides claims-made coverage, this insurance is excess over any of the other insurance (whether primary, excess, contingent or on any other basis) that is effective prior to the beginning of the **policy period** shown in the Declaration Page(s) of this insurance and applies to **bodily injury, property damage, personal injury or advertising injury** on other than a claims-made basis.

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

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

9.2.4. the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

9.2.5. the total of all deductible and self-insured amounts under all that other insurance.

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

9.3. Method of Sharing

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

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

10. PREMIUM AUDIT

10.1. The Insurer will compute all premiums for this Policy in accordance with the Insurer's rules and rates.

10.2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period the Insurer will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the **policy period** is greater than the earned premium, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declaration Page(s) of this Policy.

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

11. PREMIUMS

The first Named Insured shown in the Declaration Page(s):

11.1. Is responsible for the payment of all premiums; and

11.2. Will be the payee for any return premiums the Insurer pays.

12. REPRESENTATIONS

By accepting this Policy, the Named Insured agrees:

12.1. The statements in the Declaration Page(s) are accurate and complete;

12.2. Those statements are based upon representations the Named Insured made to the Insurer; and

12.3. The Insurer has issued this Policy in reliance upon the Named Insured's representations.

13. SEPARATION OF INSURED, CROSS LIABILITY

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

13.1. As if each Named Insured were the only Named Insured; and

13.2. Separately to each Insured against whom claim is made or **action** is brought.

14. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE INSURER

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

15. TRANSFER OF THE NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

The Named Insured's rights and duties under this Policy may not be transferred without the Insurer's written consent except in the case of death of an individual Named Insured. If the Named Insured dies, the Named Insured's rights and duties will be transferred to the Named Insured's legal representative but only while acting within the scope of duties as the Named Insured's legal representative. Until the Named Insured's legal representative is appointed, anyone having proper temporary custody of the Named Insured's property will have the Named Insured's rights and duties but only with respect to that property.

16. PROVISIONAL PREMIUM

If the premium shown in this Policy is a provisional premium, the Insurer will, at the end of each audit period, compute the earned premium for that period. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, the Insurer will return the excess to the Named Insured subject to the retention of the minimum premium shown in the Declarations of this Policy.

17. TERMINATION

17.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.

17.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:

16.2.1. Five (5) days before the effective date of termination if personally delivered;

16.2.2. Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or

16.2.3. Thirty (30) days before the effective date of termination if the Insurer terminates for any other reason.

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

17.4. The policy period will end on the date termination takes effect.

17.5. If this Policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per Paragraph 15. **PROVISIONAL PREMIUM**.

ADDITIONAL CONDITIONS APPLICABLE ONLY TO THE COMMERCIAL UMBRELLA LIABILITY POLICY AND COMMERCIAL EXCESS LIABILITY POLICY

1. ASSIGNMENT

Assignment of interest under this Form will not bind the Insurer until its consent is evidenced by an endorsement to this Form. If, however, the Named Insured will die or be adjudged bankrupt or insolvent, this insurance, unless cancelled, will cover the Insured's legal representative as the Named Insured for the unexpired portion of such period, but only while acting within the scope of his or her duties as such.

2. SUBROGATION

- 2.1 . In as much as insurance under this Form is excess coverage, an Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. In case of any payment hereunder, the Insurer will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery.
- 2.2. The apportioning of any amounts which may be so recovered will follow the principle that any interests (including the Insured) that will have paid any amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the Insurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any, but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.
- 2.3. Expenses necessary to the recovery of any such amounts will be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if an to the extent that doing so would breach any

Prohibition

For the purposes of this Clause

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

- 1.1 trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- 1.2 any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity

All other terms and conditions of the Policy remain unchanged.

AMENDED TERMINATION CONDITION (Ontario and Atlantic)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold or quotations have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the **GENERAL CONDITIONS** Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, it is understood and agreed that:

1. **Condition 5. TERMINATION of SECTION I – PROPERTY COVERAGE STATUTORY CONDITIONS** is amended to read as follows:

5. TERMINATION

- 5.1. This contract may be terminated,
 - 5.1.1. by the Insurer giving to the Insured written notice of termination at least:
 - 5.1.1.1. five (5) days before the effective date of termination if personally delivered;
 - 5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or
 - 5.1.1.3. 90 days before the effective date of termination if the contract is terminated by registered mail for any other reason.
 - 5.1.2. by the Insured at any time on request.
- 5.2. When this contract is terminated by the Insurer,
 - 5.2.1. the Insurer shall refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, subject to any minimum retained premium specified; and
 - 5.2.2. 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.
- 5.3. When 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) and 90 days mentioned in clauses 5.1.1.2. and 5.1.1.3. of this condition commence to run on the day following the receipt of the registered letter at the post office to which it is addressed.

2. **Condition 16. – TERMINATION of SECTION II – LIABILITY CONDITIONS** is amended to read as follows:

16. TERMINATION

- 16.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.
- 16.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 16.2.1. Five (5) days before the effective date of termination if personally delivered;
 - 16.2.2. Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or
 - 16.2.3. 90 days before the effective date of termination if the Insurer terminates for any other reason.
- 16.3. The Insurer will mail or deliver notice to the first Named Insured's last mailing address known to the Insurer.
- 16.4. The policy period will end on the date termination takes effect.
- 16.5. If this Policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per Paragraph **15. PROVISIONAL PREMIUM**.

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

COMMERCIAL POLICY CONDITIONS AND STATUTORY CONDITIONS

This Form is attached to and modifies the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

- All Liability Coverage Forms (other than Non-Owned Automobile Liability or Not for Profit Directors and Officers Liability)
- Conflict of Interest Reimbursement

Including any extensions, clauses or additions of coverage to the above base forms.

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Throughout this Form the word "Insured" refers to the Named Insured shown in the Declaration Page(s). The word "Insurer" refers to the company providing this insurance.

The following Statutory Conditions and supplementary Additional Conditions apply to all coverages insured by this Policy (including fire), except where indicated.

Other words and phrases that appear in bold font have special meaning, as defined either in the Definitions Section of this Form or in the Liability or Property Coverage forms attached to this Policy. If the conditions contained under this Form are also found in other forms forming part of this Policy, only the conditions contained herein shall prevail.

For British Columbia, Alberta and Manitoba, Statutory Conditions 1., 6., 7., 8., 9., 10., 11., 12. and 13. apply only to property insurance.

For Northwest Territories, Nunavut, Saskatchewan and Yukon, Statutory Conditions 2., 6., 7., 8., 9., 10., 11., 12., 13. and 14. apply only to property insurance.

SECTION I - STATUTORY CONDITIONS (BRITISH COLUMBIA, ALBERTA AND MANITOBA)

1. MISREPRESENTATION

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

2. PROPERTY OF OTHERS

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

- 2.1. otherwise specifically stated in the contract; or
- 2.2. the interest of the Insured in that property is stated in the contract.

3. CHANGE OF INTEREST

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

4. MATERIAL CHANGE IN RISK

- 4.1. The Insured must promptly give notice in writing to the Insurer or its agent of a change that is:
 - 4.1.1. material to the risk; and
 - 4.1.2. within the control and knowledge of the Insured.
- 4.2. If an Insurer or its agent is not promptly notified of a change under sub-paragraph 4.1. of this condition, the contract is void as to the part affected by the change.
- 4.3. If an Insurer or its agent is notified of a change under sub-paragraph 4.1. of this condition, the Insurer may:
 - 4.3.1. terminate the contract in accordance with Statutory Condition 5; or
 - 4.3.2. notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- 4.4. If the Insured fails to pay an additional premium when required to do so under sub-paragraph 4.3.2. of this condition, the contract is terminated at that time and Statutory Condition 5.2.1. applies in respect of the unearned portion of the premium.

5. TERMINATION OF INSURANCE

- 5.1. The contract may be terminated
 - 5.1.1. by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - 5.1.2. by the Insured at any time on request.
- 5.2. If the contract is terminated by the Insurer,
 - 5.2.1. the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
 - 5.2.2. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- 5.3. If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- 5.4. The fifteen (15) day period referred to in sub-paragraph 5.1.1. of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

6. REQUIREMENTS AFTER LOSS

- 6.1. On the happening of any loss or damage to insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - 6.1.1. immediately give notice in writing to the Insurer;
 - 6.1.2. deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration;
 - 6.1.2.1. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
 - 6.1.2.2. 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;
 - 6.1.2.3. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured;
 - 6.1.2.4. stating the amount of other insurances and the names of other Insurers;
 - 6.1.2.5. stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property;
 - 6.1.2.6. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
 - 6.1.2.7. stating the place where the insured property was at the time of loss.
 - 6.1.3. if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
 - 6.1.4. if required by the Insurer and if practicable;

- 6.1.4.1. produce books of account and inventory lists;
- 6.1.4.2. furnish invoices and other vouchers verified by statutory declaration; and
- 6.1.4.3. furnish a copy of the written portion of any other relevant contract.

6.2. The evidence given, produced or furnished under sub-paragraph 6.1.3. and 6.1.4. of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. FRAUD

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

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 6.1.1. may be given and the proof of loss under Statutory Condition 6.1.2. may be made:

- 8.1. by the agent of the Insured; if
 - 8.1.1. the Insured is absent or unable to give the notice or make the proof; and
 - 8.1.2. the absence or inability is satisfactorily accounted for; or
- 8.2. by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause 8.1. of this condition.

9. SALVAGE

- 9.1. In the event of loss or damage to insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- 9.2. The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under sub-paragraph 9.1. of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the Insurer has:

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

11. IN CASE OF DISAGREEMENT

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

12. WHEN LOSS PAYABLE

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

13. REPAIR OR REPLACEMENT

- 13.1. Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- 13.2. If the Insurer gives notice under sub-paragraph 13.1. of this condition, the Insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

14. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

15. NOTICE

- 15.1. 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.
- 15.2. Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

SECTION II - STATUTORY CONDITIONS (NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)

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.

* *Bankruptcy and Insolvency Act* (Canada) applies to Saskatchewan.

4. MATERIAL CHANGE

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen (15) days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. TERMINATION

- 5.1. This contract may be terminated:
 - 5.1.1. 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;
 - 5.1.2. by the Insured at any time on request.
- 5.2. Where this contract is terminated by the Insurer:
 - 5.2.1. the Insurer shall refund the excess of premium actually paid by the Insured over 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) days mentioned in clause 5.1.1. of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. REQUIREMENTS AFTER LOSS

- 6.1. Upon the occurrence of any loss of 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:
 - 6.1.1. forthwith give notice thereof in writing to the Insurer;
 - 6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:
 - 6.1.2.1. 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;
 - 6.1.2.2. 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;
 - 6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
 - 6.1.2.4. showing the amount of other insurances and the names of other Insurers;
 - 6.1.2.5. 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;
 - 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
 - 6.1.2.7. showing the place where the property insured was at the time of loss;
 - 6.1.3. if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - 6.1.4. if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- 6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. of sub-paragraph 6.1. of the condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

7. FRAUD

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

8. WHO MAY GIVE NOTICE AND PROOF

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

9. SALVAGE

- 9.1. 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 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.
- 9.2. 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 9.1. of this condition according to the respective interests of the parties.

10. ENTRY, CONTROL, ABANDONMENT

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

11. APPRAISAL

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

12. WHEN LOSS PAYABLE

The loss is payable within 60 days after completion of the proof of loss, unless the contract provides for a shorter period.

13. REPLACEMENT

- 13.1. 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 (30) days after receipt of the proofs of loss.
- 13.2. In the event the Insurer shall commence to so repair, rebuild, or replace the property within 45 days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

14. ACTION**

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

** 14. Action is not applicable in Saskatchewan

*** Two years in Yukon Territory.

15. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

16. 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 the 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.

SECTION III - ADDITIONAL CONDITIONS (APPLICABLE ONLY TO PROPERTY INSURANCE UNLESS NOTED OTHERWISE)

1. NOTICE TO AUTHORITIES

Where the loss is due to malicious mischief, burglary, robbery, theft, or attempted theft, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

2. NO BENEFIT TO BAILEE

It is warranted by the Insured that this insurance shall in no way insure directly or indirectly to the benefit of any carrier or other bailee.

3. PAIR AND SET

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

4. PARTS

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

5. SUE AND LABOUR

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

6. BASIS OF SETTLEMENT

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

7. SUBROGATION (ALL LINES OF INSURANCE)

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. The Insurer shall have the right to control such subrogation.

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

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

Refer to Special Provisions applying to Condominium Corporations which follows.

8. ACTION (EXCLUDING NORTHWEST TERRITORIES, NUNAVUT, AND YUKON)

An action or proceeding against an Insurer in relation to a contract must be commenced, where required under legislation:

- 8.1. in the case of loss or damage to insured property, not later than two years after the date the Insured knew or ought to have known the loss or damage occurred; and
- 8.2. in any other case, not later than two years after the date the cause of action against the Insurer arose.

9. BREACH OF CONDITIONS

If the Insured does not comply with a condition of this insurance, any claim for subsequent loss or damage is not recoverable. The Insurer will not deny a claim for this reason if the Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

Refer to Special Provision applying to Condominium Corporations which follows.

10. OTHER INSURANCE

The Insurer is not liable:

- 10.1. for more than the portion of any loss, destruction or damage covered by this Policy which the applicable limit of this Policy bears to the total amount of insurance covering against the peril of fire irrespective of whether or not such other insurance gives insurance in respect of the perils covered by this Policy, whether by endorsement thereto or otherwise;
- 10.2. where such other insurance does not insure against loss, destruction or damage by fire, for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if this insurance had not been effected.

Refer to Special Provision applying to Condominium Corporations which follows.

11. PROPERTY OF OTHERS

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

12. REINSTATEMENT

With the exception of losses that are subject to annual aggregate limits, any loss under this Form shall not reduce the limits of insurance.

13. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the Policy Period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

14. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

15. CANADIAN CURRENCY CLAUSE (ALL LINES OF INSURANCE)

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

SECTION IV - SPECIAL PROVISIONS APPLICABLE TO CONDOMINIUMS

1. SUBROGATION

This clause replaces **Additional Conditions 7.** above.

Subrogation shall be in accordance with the provisions of the provincial or territorial legislation under which the **Condominium Corporation** is constituted. If the legislation has no such provisions, subrogation is as stated in this clause.

The Insurer, upon making any payment or assuming liability for payment under this Form, shall be subrogated to all rights of recovery of the Insured against others and may bring action in the name of the Insured to enforce such rights. The Insurer shall have the right to control such subrogation.

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

Except with respect to criminal or intentional acts or vehicle impact, the Insurer agrees with the Insured to waive its right of subrogation as to any claim against:

- 1.1 the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and
- 1.2 the owner of a **unit** and, if residents of a the household of the owner of a **unit**, his or her **spouse**, the relatives of either and any other person under the age of 21 in the care of an owner of a **unit** or his or her **spouse**.

Independent contractors shall not be considered agents or employees of the **Condominium Corporation**, its Directors, Property Managers, or of the **unit** owners.

Any release from liability entered into by the Insured prior to loss does not affect the right of the Insured to recover.

2. LOSS PAYABLE

Loss, if any, shall be payable in accordance with the provisions of the legislation under which the **Condominium Corporation** is constituted. If the legislation has no such provisions, loss, if any, shall be payable as stated on the Declaration Page(s).

3. BREACH OF CONDITION

This clause replaces **Additional Conditions 9.** above:

If the **Condominium Corporation** does not comply with a condition of this insurance, any claim for subsequent loss or damage is not recoverable. The Insurer will not deny a claim for this reason if the **Condominium Corporation** proves that the non-compliance neither caused nor worsened the loss or damage.

Coverage will not be affected:

- 3.1. if the **Condominium Corporation** fails to comply with a condition in part of the **premises** over which the **Condominium Corporation** has no control; or
- 3.2. if the breach is committed by an owner of a **unit** or occupant without the knowledge or consent of the **Condominium Corporation**.

4. WAIVER OF INSURER'S OPTION TO REPAIR

Where, after a loss, a valid determination is made in accordance with provincial or territorial legislation not to repair or rebuild and any relevant statutory requirements in connection with such determination have been complied with, or where, by virtue of such legislation, the court has made an order directing the application of insurance monies, the Insurer waives its option to repair and settlement of the loss shall be on an actual cash value basis.

5. TERMINATION

In those jurisdictions where provincial or territorial legislation under which the **Condominium Corporation** is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or Special Provisions of this Policy, such prescribed provincial or territorial conditions shall apply.

6. OTHER INSURANCE

This clause replaces **Additional Conditions 10.** above:

If at the time of the loss there is other insurance in the name of the **Condominium Corporation** insuring the property described in this Form (whether collectible or not), the Insurer shall be liable for no greater proportion of any loss than the amount of insurance under this Form bears to the whole amount of insurance covering such property or as in accordance with provincial or territorial legislation applicable to Other Insurance.

SECTION V - GENERAL LIABILITY CONDITIONS

If any portion of these Conditions is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

1. NOTICE OF CLAIM OR SUIT

Upon the happening of an accident or **occurrence** that may give rise to a claim under this Policy, the Insured shall give notice of such accident or **occurrence** to the Insurer as soon as practicable after notice has been received by an officer of the Insured.

Such notice shall contain all available information pertaining to such accident or **occurrence** that is obtainable at the time.

If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every demand, notice, summons or other process received by the Insured or the Insured's representatives.

2. ASSISTANCE AND COOPERATION

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

3. ASSUMPTION OF LIABILITY

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

4. ACTION AGAINST INSURER

No action shall lie against the Insurer unless, as a condition precedent, to such action there shall have been full compliance with all of the terms of this Policy. In addition, no action shall lie against the Insurer until the amount of the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Insurer. The Insurer shall not be liable for **compensatory damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance.

Unless another time limit is specified to the contrary in any Canadian province' Insurance Act governing this Policy, every action or proceeding against the Insurer shall be commenced within one year of the date of such judgement or written agreement and not afterwards. The sole venue for coverage legal action related to this Policy shall be a Superior Court in Canada.

Nothing contained in this Policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the Insured to determine the Insured's liability.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations under this Policy.

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

5. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada

6. PREMIUM AND ADJUSTMENT OF PREMIUMS

- 6.1. Unless indicated as "Flat rate premium", the premium stated in the Declaration Page(s) for this Form is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium basis and rates shown in the Declaration Page(s) for this Form as "Basis of premium adjustment" shall be used in ascertaining the earned premium.
- 6.2. In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the Declaration Page(s), or in any endorsement, the earned premium shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- 6.3. Subject to the retention by the Insurer of the amount stated in the Declaration Page(s) for this Form as "Minimum annual premium", if the earned premium for this Policy thus computed exceeds the estimated deposit premium paid, the Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- 6.4. The Named Insured shall maintain for each hazard insured against, a record of the information necessary for premium computation on the basis stated and shall submit such record to the Insurer at the end of the Policy Period and at such other times during the Policy Period as the Insurer may direct.

7. INSPECTION AND AUDIT

- 7.1. The Insurer shall be permitted, but is not obligated, to inspect the Insured's property and operations. Neither the Insurer's right to inspect nor reporting based on such inspections shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe.
- 7.2. The Insurer may examine and audit the Insured's books and records at any time during the Policy Period and extensions of the Policy Period and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

8. OTHER INSURANCE

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

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

9. SUBROGATION

9.1. Applicable to underlying insurance

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

9.2. Applicable to umbrella insurance

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall be made between the Insured and the Insurer, provided always that nothing in this clause shall be construed to mean that losses under this insurance are not recoverable until the Insured's **ultimate net loss** has been finally ascertained. In as much as this Policy is umbrella-type excess coverage, the Insured's right of recovery against any person or other entity cannot always be exclusively subrogated to the Insurer. It is therefore understood and agreed that, in case of any payment under this Policy, the Insurer shall act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. The apportioning of any amounts that may be so recovered shall follow the principle that any other insurer or the Insured that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by them. The Insurer shall then be reimbursed of out of any balance then remaining up to the amount paid under this Policy. Lastly, the interests of any insurer and the Insured of which this coverage is excess are entitled to claim the residue, if any. Expense necessary to the recovery of any such amounts shall be apportioned between the insurers and the Insured concerned, in the ratio of their respective recoveries as finally settled.

10. CANCELLATION - TERMINATION

- 10.1. This Policy may be cancelled at any time at the request of the Named Insured, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the earned premium computed in accordance with the customary short rate and procedure for the time the Policy has been in force.
- 10.2. This Policy may be cancelled or terminated:
 - 10.2.1. In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days notice in writing of cancellation by registered post, or five (5) days notice in writing of cancellation personally delivered;
 - 10.2.2. In the event of cancellation for any reason other than non-payment of premium, at any time by the Insurer giving to the Named Insured thirty (30) days notice in writing of cancellation by registered post, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice;
- 10.3. This Policy may be cancelled or terminated by the Named Insured at any time on written request.
- 10.4. Where the Policy is terminated by the Insurer:
 - 10.4.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
 - 10.4.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- 10.5. Where the Policy is terminated by the Named Insured:
 - 10.5.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premiums in use by the Insurer, subject to the retention of any minimum retained premium, provided by the Policy; or
 - 10.5.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, subject to the retention of any minimum retained premium, provided by the Policy.
- 10.6. Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- 10.7. The thirty (30) days and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 9.2.1. and 9.2.2. commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 10.8. Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 10.9. In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include any premium or part thereof paid to the Insurer by an Agent unless actually paid to the Agent by the Insured.

11. WAIVER

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

12. ASSIGNMENT

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

13. SPECIAL STATUTES

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

14. CROSS LIABILITY AND SEPARATION OF INSURED

The insurance as is afforded by this Policy shall apply in respect to any claim or **action** brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate Policy had been issued to each Insured.

The inclusion under this Policy of more than one Insured shall not operate to increase the Limit of Liability under this Policy.

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

15. DEDUCTIBLE CLAUSE

COVERAGE A

The Insured shall pay the amount stated in the Declaration Page(s) for this Form as Deductible or Deductible - U.S. Claims for each and every claim related to **property damage** under paragraph 1. **INSURING AGREEMENT of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Commercial General Liability Max Form. If more than one claim arises or results from a single **occurrence**, the deductible amount shall only apply once.

16. REIMBURSEMENT CLAUSE

Applicable to COVERAGE A and to **personal injury** under COVERAGE B

In the event a claim payment is made by the Insurer, the Insured shall reimburse the Insurer with respect to all claims, legal fees and adjusting expenses combined in any one accident or **occurrence**, up to the Deductible amount stated in the Declaration Page(s) for this Form as **Reimbursement or Reimbursement - US Claims**, and the Insurer shall only be liable for loss, damage or expense in excess of that amount.

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

SECTION VI - DEFINITIONS

1. **Condominium Corporation** means a Corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia.

2. **Premises** means:

2.1. the entire area within the property lines at the location(s) described in the Declaration Page(s) or at any newly acquired location, including:

2.1.1. areas under adjoining sidewalks and driveways;

2.1.2. in or on vehicles within 100 metres (328 feet) of such property lines described in 2.1.;

2.2. in the open within 305 metres (1000 feet) of such property lines described in 2.1.

3. **Spouse** means a person:

3.1. who is married to or has entered a civil union with another person and is living with that person;

3.2. who has been living with another person of the opposite or of the same sex and has been publicly represented as that person's spouse for at least three years: or in the following cases, for at least one year if:

3.2.1. a child has been born or is to be born of their union;

3.2.2. they have adopted a child together.

4. **Unit** means the unit as defined in the declaration, description or bylaws of the **Condominium Corporation** or provincial or territorial legislation relating to condominiums or divided co-ownership. It refers to a strata lot in British Columbia.

SECTION VII - ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY (APPLICABLE TO BRITISH COLUMBIA, ALBERTA, MANITOBA, NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

1.1. trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and

1.2. any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity.

AMENDED CANCELLATION-TERMINATION CONDITION

(Other Provinces and Territories)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold or quotations have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the **COMMERCIAL POLICY CONDITIONS AND STATUTORY CONDITIONS** Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, it is understood and agreed that

1. Condition 5. **TERMINATION OF INSURANCE of SECTION I - STATUTORY CONDITIONS (BRITISH COLUMBIA, ALBERTA AND MANITOBA)**, is amended to read as follows:

5. TERMINATION OF INSURANCE

- 5.1. The contract may be terminated
 - 5.1.1. by the Insurer giving to the Insured 90 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - 5.1.2. by the Insured at any time on request.
- 5.2. If the contract is terminated by the Insurer,
 - 5.2.1. the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
 - 5.2.2. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- 5.3. If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- 5.4. The 90 day period referred to in sub-paragraph 5.1.1. of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

2. Condition 5. **TERMINATION of SECTION II - STATUTORY CONDITIONS (NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)**, is amended to read as follows:

5. TERMINATION

- 5.1. This contract may be terminated:
 - 5.1.1. by the Insurer giving to the Insured 90 days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
 - 5.1.2. by the Insured at any time on request.
- 5.2. Where this contract is terminated by the Insurer:
 - 5.2.1. the Insurer shall refund the excess of premium actually paid by the Insured over 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The 90 days mentioned in clause 5.1.1. 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.

3. Condition 9. – **CANCELLATION - TERMINATION of SECTION V - GENERAL LIABILITY CONDITIONS** is amended to read as follows:

9. CANCELLATION - TERMINATION

- 9.1. This Policy may be cancelled at any time at the request of the Named Insured, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the earned premium computed in accordance with the customary short rate table and procedure for the time the Policy has been in force.
- 9.2. This Policy may be cancelled or terminated:
 - 9.2.1. In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days' notice in writing of cancellation by registered post, or five (5) days' notice in writing of cancellation personally delivered;
 - 9.2.2. In the event of cancellation for any reason other than non-payment of premium, at any time by the Insurer giving to the Named Insured 90 days' notice in writing of cancellation by registered post, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice;
- 9.3. This Policy may be cancelled or terminated by the Named Insured at any time on written request.

- 9.4. Where the Policy is terminated by the Insurer:
- 9.4.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
- 9.4.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- 9.5. Where the Policy is terminated by the Named Insured:
- 9.5.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, subject to the retention of any minimum retained premium, provided by the Policy; or
- 9.5.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, subject to the retention of any minimum retained premium, provided by the Policy.
- 9.6. Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- 9.7. The 90 days and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 9.2.1. and 9.2.2. commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 9.8. Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 9.9. In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include any premium or part thereof paid to the Insurer by an Agent unless actually paid to the Agent by the Insured

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

LLOYD'S ADDITIONAL CONDITIONS

LLOYD'S

Lloyd's Approved Coverholder ("the Coverholder"):
Intact Public Entities Inc.

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

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 the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

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

15 April 2022

LSW1548d (Amended)

SEVERAL LIABILITY CLAUSE

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

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

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

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

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

LMA5096 (Combined Certificate) 7 March 2008

SERVICE OF SUIT CLAUSE (CANADA) (Action Against Insurer)

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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8
LMA5028B 15 April 2022

NOTICE CONCERNING PERSONAL INFORMATION

Who we are

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

What personal information we collect

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

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

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

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

How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information. Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

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

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

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

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

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

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

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

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

Authority to collect, use and disclose personal information

When you share information with us for purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of 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 where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

How to access your personal information

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at info@lloyds.ca.

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

Changes

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

How to contact us

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: info@lloyds.ca.

05/19
LSW1543D

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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LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

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

Tel: 1-877-455-6937 - 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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SCHEDULE OF COVERAGE

PART A

MUNICIPAL LIABILITY

Item 1 Limit of Liability

The limit of liability of this policy for all damages arising out of one accident or occurrence or series of accidents or occurrences from one cause as insured, is limited to:

Abuse Coverage

\$ 5,000,000

Abuse Coverage May Be Excluded

or

**Coverage May Be Provided on an Occurrence Basis
Refer to Specific Endorsements**

Item 2 Deductible or Deductible and Reimbursement

(a) Liability	\$	5,000
(b)	\$	
(c)	\$	
(d)	\$	

Item 3 Forms Applicable

Name	Form No.
Municipal Liability	CWMX3252-0124
O.P.P. Detachment Board Amendment Endorsement	CNGX3840-0924
Abuse Exclusion Endorsement	CNGX3842-0924
Forest Fire Expense Extension Endorsement	CNGX3134-0213
Voluntary Medical Payments Extension Endorsement	CNGX3041-1015
Employees' Voluntary Compensation Extension Endorsement	CNGX3289-1015
Voluntary Property Damage Extension Endorsement	CNGX3494-1015
Personal Injury and Cyber Data Limitation	CNGX3578-0421
All Operations Communicable Disease Exclusion	CNGX3561-1222

MUNICIPAL LIABILITY

This policy provides occurrence coverage. 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 "Named Insured" refer to the "Named Insured" shown in the "declarations", and any other person or organization qualifying as the "Named Insured" under this policy. The word "Insurer" refers to the Company or Companies providing this policy.

Other words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the application, and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured" as follows:

INSURING AGREEMENTS

- I. Bodily Injury Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of the liability imposed upon the "Insured" by law or assumed by the "Insured" under an insured contract as defined below, for compensatory damages because of bodily injury, sickness, disease, shock, mental anguish, mental injury, assault and battery sustained during the policy period by any person and death at any time resulting therefrom.
- II. Property Damage Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of the liability imposed upon the "Insured" by law or assumed by the "Insured" under an insured contract as defined below, for compensatory damages because of physical injury to or destruction of tangible property including loss of use of tangible property which has not been physically injured or destroyed, sustained during the policy period and caused by an accident or an occurrence which means an unexpected event or happening or a continuous or repeated exposure to conditions resulting in unexpected damage, provided the "Insured" did not intend or anticipate that damage would result. For the purposes of this insurance "electronic data" is not considered tangible property.
- III. Personal Injury Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of liability imposed upon the "Insured" by law for compensatory damages because of injury sustained by any person or persons caused by false arrest, detention or imprisonment, malicious prosecution, libel, slander or defamation of character, humiliation, discrimination, wrongful entry or eviction or invasion of privacy including injury derived from an "advertisement" committed during the policy period.
- IV. Insured Contract:** To pay all sums which the "Insured" shall become obligated to pay under the terms of an agreement wholly in writing, by reason of liability imposed by law upon another party for injury to any person, or physical injury to or destruction of tangible property caused by accident or occurrence as defined in II above, during the policy period, which the "Insured" has specifically agreed to assume. However, such liability arising out of the rendering of, or the failure to render, any professional services including consulting scientific or technical services is specifically excluded.
- V. Tenants' Legal Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of the liability imposed upon the "Insured" by law for compensatory damages because of physical injury to or destruction of tangible property sustained during the policy period and caused by accident to structures or portions thereof rented to or occupied by the "Insured", including fixtures permanently attached thereto.
- VI. Liquor License Act:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay as compensatory damages because of bodily injury to any person or physical injury to or destruction of tangible property sustained during the policy period by any person or death at any time resulting therefrom by reason of the liability imposed upon the "Insured" by this Act.

ADDITIONAL INSURING AGREEMENTS

With respect only to the coverages provided by the Insuring Agreement, the Insurer further agrees with the "Insured":

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;
2. To defend in the name and on behalf of any Corporation or person insured by this policy and at the cost of the Insurer, that part of any civil action claiming compensatory damages covered by this policy which may at any time be brought against such Corporation or person on account of such loss or damage to persons or property, even if any of the allegations in such action are groundless, frivolous, false or fraudulent;

3. To pay all costs assessed against any Corporation or person insured by this policy in any civil action defended by the Insurer and any interest accruing upon that part of the judgment, which is within the limits of the Insurer's liability;
 4. In case the injury be to a person, to reimburse any Corporation or person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of the injury;
 5. To reimburse the "Insured" for all reasonable expenses, other than loss of earnings, incurred at the Insurer's request.
- The amounts incurred under these Additional Insuring Agreements shall be payable in addition to the applicable limit of liability of this policy.

DEDUCTIBLE AND REIMBURSEMENT AGREEMENT

1. For the purposes of the Deductible and Reimbursement Agreement:
A "claim" means an event, circumstance, accident, occurrence, incident, demand, proceeding or lawsuit which may trigger coverage under any one or more of the Insuring Agreements or Additional Insuring Agreements;
"Expenditures" means money spent by the Insurer in response to a "claim" and includes but is not limited to investigation expenses, indemnity payments, settlements paid, defence expenses and expenses covered by the Additional Insuring Agreements.
2. Whether or not any indemnity is paid under any of the Insuring Agreements, the "Insured" agrees that with respect to each and every "claim", the "Insured" will reimburse the Insurer's "Expenditures" up to the amount of the applicable deductible amounts shown on the "declarations" upon request by the Insurer.

EXCLUSIONS

This policy does not apply to:

1. any matter for which the "Insured" may be liable under any Provincial Workers' Compensation Board;
2. the ownership, operation, maintenance or use of any gas, telephone or electric power utility, or of any hospital;
3. the ownership, operation or use by or on behalf of or at the direction of the "Insured" of any aircraft, air cushion vehicle or of premises as an airport or aircraft landing strip;
4. the ownership, use or operation by or on behalf of the "Insured" of any motor vehicle for which a license is required by law except that this exclusion does not apply to liability for loss or damage to any motor vehicle not owned by any "Insured" which, at the time loss or damage occurs, is in the care, custody or control of an employee of the "Insured" while engaged in his duties as such or by a police officer in pursuance of his duties, provided that no other valid and collectible insurance is in force;
5. injury to or destruction of property owned or occupied by or leased to the "Insured" or any other property used by or in the care, custody or control of the "Insured", but this exclusion does not apply to Insuring Agreement V;
6. any fines or penalties or punitive, penal, exemplary or vindictive damages;
7. any "claims" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense.
8. any "claims" directly or indirectly, in whole or in part for:
 - (a) liability imposed by or arising under the nuclear liability act, law or statute, or any law amendatory thereof;
 - (b) 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) "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 a "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 usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an "Insured".

This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;
9. any "claims" arising directly or indirectly out of:
 - (a) the actual, alleged, threatened or potential discharge, dispersal, release or escape of any "pollutant" at or from any premises, site or location;
 - (b) non-compensatory damages or non-compensatory liability of any nature or kind.

Part (a) of this Exclusion does not, however, apply to:

- (1) bodily injury resulting from a sudden, brief and accidental occurrence;
- (2) property damage to a third party shown by the "Insured" to be caused by heat, smoke or fumes caused accidentally by a "hostile fire" or explosion;

It is understood and agreed that paragraphs (a) and (b) above refer also to claims for environmental damages arising out of the ownership, use or operation of a garbage or waste disposal site, landfill, tip or dump;

10. any "claims" 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 cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;
11. any "claims" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;
12. any claims arising directly or indirectly, in whole or in part from:
 - (a) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
 - (b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or
 - (c) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense.

13. any "claims" under Property Damage Liability, Bodily Injury Liability or Personal Injury Liability which results directly or indirectly from computer viruses, the failure to prevent unauthorized use of or access to any "computer", or the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
14. any "claims" under Personal Injury Liability arising directly or indirectly by reason of an act, error or omission in the performance of "media communications", by the "Named Insured" or by someone for whom the "Named Insured" is legally liable except for an "advertisement".

CONDITIONS

It is agreed that if there is any conflict between these conditions and terms and any other provision in this Policy, such conflict shall be resolved in favour of the Named Insured. It is also agreed that if any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

1. **Cross Liability:** This policy shall insure each person, firm or corporation insured hereunder in the same manner and to the same extent as if a separate policy had been issued to each.
2. **More Than One "Insured":** Notwithstanding Condition 1, the inclusion herein of more than one "Insured" shall not operate to increase the limits of the Insurer's liability.
3. **Limit of Liability:** Regardless of the number of "Insured's" under this policy or the number of Insuring Agreements or the number of "claims" made or suits brought against the "Insured(s)", the cumulative limit of the Insurer's liability under the policy for damages for any one accident or occurrence shall be the amount stated in the "declarations" in respect of such accident or occurrence.
4. **Precedence of Payments:** Any indemnity payable under this policy shall be applied, first to the protection of the "Named Insured" and the remainder, if any, to the protection of any "Additional Insured", as the "Named Insured" shall direct.
5. **Canadian Currency Clause:** It is understood and agreed that the limits, amounts and premium stipulated in this policy are in Canadian currency.
6. **Inspection:** The Insurer shall be permitted to inspect the "Insured's" premises and operations and to examine the "Named Insured's" books and records at any time during the policy period and any extension thereof.
7. **Premium Computation:** The premium stated in the Schedule of Coverage is an estimated and deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the Insurer's premium bases, rates and rules shall be used in ascertaining the earned premium.
8. **Notice of Occurrence or Accident:** When an occurrence or accident on which claim may be founded takes place, notice shall be given by or on behalf of the "Insured" to the "Insurer" as soon as practicable. Such notice shall contain particulars, sufficient to identify the "Insured", and also reasonably obtainable information respecting the time, place and circumstances of the occurrence or accident, the names and addresses of the injured, and particulars of the damaged property, and the names and addresses of all witnesses.

9. **Notice of "Claim" or Suit:** If "claim" is made or suit is brought against the "Insured", the "Insured" shall immediately forward to the Insurer every demand, notice, summons or other process received by him or his representative.
10. **Investigation of "Claims":** The Insurer shall have the right to make such investigation, negotiation and settlement of any "claim" or suit as may be deemed expedient by the Insurer.
11. **Assistance and Co-operation of the "Insured":** The "Insured" shall co-operate with the Insurer and, upon the Insurer's request, shall attend hearings and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The "Insured" shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as may have been imperative at the time of the occurrence.
12. **Other Insurance:** If other valid and collectible insurance with any other Insurer is available to the "Insured" covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.
13. **Subrogation:** In the event of any payment under this policy, the Insurer shall be subrogated to all the "Insured's" rights of recovery therefor against any person or organization and the "Insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "Insured" shall do nothing after loss to prejudice such rights.
14. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Insurer from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
15. **Cancellation:** This policy may be cancelled by the "Insured" by mailing to the Insurer written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the "Insured" at the address shown in this policy written notice by registered mail stating when not less than ninety days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the "Insured" or by the Insurer shall be equivalent to mailing.
If the "Insured" cancels, the earned premium shall be computed in accordance with the Insurer's short rate table. If the Insurer cancels, the earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Insurer's cheque or the cheque of its authorized representative, mailed or delivered as aforesaid, shall be a sufficient tender of any refund of premium due to the "Insured".
16. **Action Against Insurer:** No action shall lie against the Insurer unless, as a condition precedent thereto, the "Insured" shall have fully complied with all of the terms of this policy, nor until the amount of the "Insured's" obligation to pay shall have been finally determined either by judgment against the "Insured" after actual trial or by written agreement of the "Insured", the claimant and the Insurer.
17. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the Province wherein this policy is issued are hereby amended to conform to such statutes.
18. **Declarations:** By acceptance of this policy, the "Insured" agrees that the statements in the "declarations" are his representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.

DEFINITIONS

When used in this policy;

1. **"Advertisement"** means publicly disseminated material which promotes the service, business, or product of the "Named Insured" or a client of the "Named Insured", but only where such material was distributed with the prior written request of the "Named Insured".
2. **"Computer"** includes any computer or other electronic data processing device, equipment or system, any hardware, software program, instruction, data or component utilized therein or thereby, or any actual or intended function of or process performed by any of the foregoing.
3. **"Declarations"** means the declarations page, including any associated schedules of coverage, applicable to this policy.
4. **"Electronic Data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
5. **"Fissionable Substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
6. **"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.
7. **"Hostile Fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

8. **"Insured"** includes the "Named Insured" and also the following "Additional Insureds" while performing their duties for or in association with the "Named Insured", but in no event shall the duties of an "Additional Insured" be interpreted to include sexual misconduct:
 - (a) Any Board, Commission or Committee of Council.
 - (b) Any Member of Council or of a Board, Commission or Committee of Council or Trustees of a Police Village.
 - (c) Any statutory officer, officer or employee of any "Insured".
 - (d) Any firefighter. Firefighters' duties are deemed to include all activities related to the occupation of a firefighter including rescue operations and his or her activities as a member of Firefighters' Associations or Clubs.
 - (e) Any volunteer worker of any "Insured".
9. **"Media Communication"** means the publishing, transmission, display, broadcast, web cast, dissemination, distribution or release of "media material" to the public by or on behalf of the "Named Insured".
10. **"Media Material"** means information in the form of words, sounds, numbers, images, or graphics in electronic, print, digital or broadcast form.
11. **"Nuclear Energy Hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
12. **"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 and uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them 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.
13. **"Pollutant"** means any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.
14. **"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.
15. **"Spores"** includes, but is not limited to, any reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".
16. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
17. **"Waste"** includes materials to be recycled, reconditioned or reclaimed.

MUNICIPAL LIABILITY

O.P.P. DETACHMENT BOARD AMENDMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Words and phrases that appear in bold and/or in quotation marks are defined within the present endorsement or in the form(s) to which this endorsement is attached. These definitions apply to the singular and the plural of these terms as circumstances and context require.

This endorsement is attached to the Municipal Liability Form and, except as otherwise provided in this endorsement, is subject to all terms, conditions, exclusions and limitations applicable to such form.

It agreed that such Municipal Liability Form is amended as follows:

1. INSURING AGREEMENTS

The INSURING AGREEMENTS section is deleted in its entirety and replaced with the following:

- I. **Bodily Injury Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become legally obligated to pay as compensatory damages because of bodily injury, sickness, disease, shock, mental anguish, mental injury, assault and battery sustained during the policy period by any person and death at any time resulting therefrom.
- II. **Property Damage Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become legally obligated to pay as compensatory damages because of physical injury to or destruction of tangible property including loss of use of tangible property which has not been physically injured or destroyed, sustained during the policy period and caused by an accident or an "occurrence", provided the "Insured" did not intend or anticipate that damage would result. For the purposes of this insurance "electronic data" is not considered tangible property.
- III. **Personal Injury Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of liability imposed upon the "Insured" by law for compensatory damages because of injury sustained by any person or persons caused by false arrest, detention or imprisonment, malicious prosecution, libel, slander or defamation of character, humiliation, discrimination, wrongful entry or eviction or invasion of privacy including injury derived from an "advertisement" committed during the policy period.
- IV. **Tenants' Legal Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of the liability imposed upon the "Insured" by law for compensatory damages because of physical injury to or destruction of tangible property sustained during the policy period and caused by accident to structures or portions thereof rented to or occupied by the "Insured", including fixtures permanently attached thereto.
- V. **Liquor License Act:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay as compensatory damages because of bodily injury to any person or physical injury to or destruction of tangible property sustained during the policy period by any person or death at any time resulting therefrom by reason of the liability imposed upon the "Insured" by this Act.

2. ADDITIONAL INSURING AGREEMENTS

The ADDITIONAL INSURING AGREEMENTS section is deleted in its entirety and replaced with the following:

With respect only to the coverages provided by the Insuring Agreement, the Insurer further agrees with the "Insured":

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;
2. To defend in the name and on behalf of any Board or person insured by this policy and at the cost of the Insurer, that part of any civil action claiming compensatory damages covered by this policy which may at any time be brought against such Board or person on account of such loss or damage to persons or property, even if any of the allegations in such action are groundless, frivolous, false or fraudulent;
3. To pay all costs assessed against any Board or person insured by this policy in any civil action defended by the Insurer and any interest accruing upon that part of the judgment, which is within the limits of the Insurer's liability;
4. In case the injury be to a person, to reimburse any Board or person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of the injury;
5. To reimburse the "Insured" for all reasonable expenses, other than loss of earnings, incurred at the Insurer's request.

The amounts incurred under these Additional Insuring Agreements shall be payable by the Insurer as part of, and not in addition to, the applicable Limit of Liability of this policy.

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

3. EXCLUSIONS

The following exclusions are being added to the EXCLUSIONS section:

This policy does not apply to:

1. any claims related to or arising from any actual or alleged dishonest, fraudulent or criminal act committed by or at the direction of the "Insured", acting alone or in collusion with others.

However, this exclusion does not apply to any "Insured" who is a natural person and who did not participate in such act or who did not have personal knowledge thereof;

2. any claims (other than "incidental medical malpractice injury") due to the rendering of or failure to render "professional services" to others by the "Insured" or on the "Insured's" behalf, or any error or omission, malpractice, or mistake in providing those services. However, this exclusion does not apply to defence costs for any "Insured" who did not render or fail to render "professional services" or who committed any error or omission, malpractice or mistake in providing those "professional services".
3. any claims for which the "Insured" is legally 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:
 - 3.1. that the "Insured" would have in the absence of such contract or agreement; or
 - 3.2. because of bodily injury or property damage assumed in a contract or agreement that is an "insured contract", provided the bodily injury or property damage occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an "Insured" are deemed to be compensatory damages because of bodily injury or property damage, provided:
 - 3.2.1. liability to such party for, or for the cost of, that party's defence has also been assumed in the same "insured contract"; and
 - 3.2.2. such legal fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which compensatory damages to which this insurance applies are alleged.
4. any claims arising out of any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information;
5. any claims under Personal Injury Liability arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan;
6. any claims under Insuring Agreements I. Bodily Injury Liability or II. Personal Injury Liability which results directly or indirectly from a person claiming actually or allegedly:
 - 6.1. a refusal to employ such person or to accept such person as a volunteer;
 - 6.2. a termination of such person's employment or of such person's volunteer status; or
 - 6.3. an employment-related or volunteer-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at such person; or
 - 6.4. that the spouse, child, parent, brother or sister of such person as a consequence of any claim to such person at whom any of the employment-related or volunteer-related practices described in sub-paragraphs 6.1., 6.2. or 6.3. above is directed.
 This exclusion applies:
 - 6.5. whether the injury-causing event described in sub-paragraphs 6.1., 6.2. or 6.3. above occurs before employment or volunteering, during employment or volunteering or after employment or volunteering of such person;
 - 6.6. whether the "Insured" may be liable as an employer or in any other capacity; and
 - 6.7. to any obligation to share compensatory damages with or repay someone else who must pay compensatory damages because of the injury.
7. any claims arising directly or indirectly, in whole or in part, out of any "law enforcement activities". However, this exclusion does not apply to defence costs covered by the Additional Insuring Agreements.
8. any property damage to the "Insured's product and to that particular part of the "Insured's work arising out of it or any part of it.

4. CONDITIONS

Paragraph 3. Limit of Liability under the CONDITIONS section is deleted and replaced with the following:

3. Limit of Liability

The Limit of Liability shown in the "declarations", subject to the rules below, is the most the Insurer will pay for the sum of all compensatory damages, defence costs, other costs, and expenses under all Insuring Agreements and Additional Insuring Agreements arising out of any accident or "occurrence" and in the aggregate regardless of the number of:

1. "Insureds";
2. Claims made or suits brought; or
3. Persons or organization making claims or bringing suits.

The Limit of Liability of this Policy applies separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

The following additional Condition is added:

Non-Accumulation of Limits: if a claim is made or suit is brought under this policy which may involve coverage under this Form and the Directors & Officers Liability Form, the total Limit of Liability applicable under both Forms shall not exceed, in the aggregate, the highest Limit of Liability under any one Form. In no event shall the Limits of Liability under these Forms be cumulative. This endorsement shall in no way be construed to increase the Limits of Liability of this Form or the Directors & Officers Liability Form also issued by the Insurer.

5. DEFINITIONS

5.1. Definition 8. "Insured" is deleted and replaced with the following:

8. "Insured" includes the "Named Insured" and also the following "Additional Insureds" while performing their duties for or in association with the "Named Insured", but in no event shall the duties of an "Additional Insured" be interpreted to include sexual misconduct:

- (a) any Board member of the "Named Insured";
- (b) any employee of the "Named Insured"; and
- (c) any volunteer worker of the "Named Insured".

5.2. The following definitions are added:

1. "Incidental medical malpractice injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (a) medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

by any "Insured" or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in sub-paragraphs (a) and (b) above.

2. "Insured contract" means:

- (a) a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to the "Insured" or temporarily occupied by the Insured with permission of the owner is not an "insured contract";
- (b) a sidetrack agreement;
- (c) an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- (d) any other easement agreement;
- (e) an obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
- (f) an elevator maintenance agreement;
- (g) that part of any other contract or agreement pertaining to the "Insured's" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which the "insured" assumes the tort liability of another party to pay for compensatory damages because of bodily injury or property damage to a third person or organization, provided the bodily injury or property damage is caused, in whole or in part, by the "Insured" or by those acting on the "Insured's" behalf and provided that such bodily injury or property damage arises from the "Insured's" work. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Sub-paragraph (g) does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (i) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (ii) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

3. "Law enforcement activities" means all policing activities including any official activity, officially sanctioned off-duty activity, and ownership, maintenance, operation or use of any premises, relating to but not limited to functions of:

- (a) crime prevention;
- (b) law enforcement;
- (c) maintaining the public peace;
- (d) emergency response;
- (e) assistance to victims of crime;
- (f) any other prescribed policing functions.

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

5. "Professional services" means:

- (a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection with such service or treatment;
- (b) professional advice or activities of accountants, public notaries, paralegals, lawyers, or consultants;
- (c) computer programming or re-programming, consulting, advisory or related services; or
- (d) claim, investigation, adjusting of claims, survey or audit services.

All other terms, exclusions, conditions and limitations of this policy remain unchanged.

ABUSE EXCLUSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE MUNICIPAL LIABILITY FORM

In consideration of the premium, in reliance on the statements in the application, and subject to the declarations and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the Insured as follows:

EXCLUSION – ADDED

In addition to all other exclusions, the following exclusion is applicable to this Endorsement:

Any and all "claims", or suits for any injury, damage or expense in whole or in part arising directly or indirectly out of, related to, or in any way involving any actual or threatened "abuse".

DEFINITIONS - ADDED

In addition to all other Definitions, the following definitions are applicable to this Abuse Exclusion Endorsement:

"Abuse" means "sexual abuse", "physical abuse", psychological or emotional abuse, molestation or harassment including corporal punishment.

"Claims" means an event, circumstance, accident, "occurrence", incident, demand, proceeding or lawsuit which may trigger coverage under any one or more of the Insuring Agreements, Additional Insuring Agreements or Additional Endorsements.

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

"Physical Abuse" means wilful and deliberate misconduct;

- (a) causing or permitting another person to suffer unjustifiable pain or suffering, or
- (b) causing or permitting another person to be placed in a situation in which his or her life or limb likely would be endangered or his or her health likely would be impaired.

"Sexual Abuse" means any conduct constituting a sexual offence under the Criminal Code of Canada including sexual assault offences resulting from physical contact.

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

FOREST FIRE EXPENSE EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE GENERAL LIABILITY FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section.

These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the Named Insured as follows:

The following additional INSURING AGREEMENT, LIMIT OF INSURANCE, DEDUCTIBLE, EXCLUSIONS and DEFINITIONS are hereby added as stated below.

INSURING AGREEMENT - ADDED

Forest Fire Expense

We will pay costs and expenses incurred for controlling and extinguishing forest fires which the "Insured" is obligated to pay under the provisions of any applicable provincial statute or territorial law, ordinance or regulation. The insurance provided by this endorsement applies only to forest fires which take place in Canada during the policy period and are reported to us within thirty (30) days of the expiration of the policy.

LIMIT OF INSURANCE - ADDED

When used in this endorsement:

\$ 1,000,000	"Each Occurrence"
\$ 1,000,000	"Aggregate Limit"

DEDUCTIBLE - ADDED

1. For coverage under this endorsement, the obligation of the "Insurer" applies only to the amount of costs and expenses in excess of the deductible \$ Nil. The Limits of Insurance applicable to "each occurrence" will be reduced by the amount of such deductible. Aggregate Limits for coverage provided by this endorsement shall not be reduced by the application of the deductible amount.
2. The deductible amount applies to all costs and expenses as the result of any one "claim".
3. The terms of this Insurance, including those relating to:
 - (i) The Insurer's right and duty to defend any action seeking costs and expenses under this coverage; and
 - (ii) The "Insured's" duties in the event of an "occurrence", "claim" or actionapply irrespective of the application of the deductible amount.
4. The Insurer may pay any part of or all of the deductible amount to effect settlement of any "claim" or action and, upon notification of the action taken, the "Insured" shall promptly reimburse the Insurer for such part of the deductible amount as has been paid.

EXCLUSIONS - ADDED

This policy does not apply to:

1. any costs or expenses of the "Insured", its employees, agents or any contractors or subcontractors engaged by the "Insured".
2. liability assumed by the "Insured" under a contract or agreement, except to the extent that such "Insured" would have been liable in the absence of such contract or agreement.
3. any costs, expenses, fines or penalties for which the "Insured" is liable by reason of the "Insured's" failure to comply with any Statute, permit, rule or regulation.
4. the cost of controlling and extinguishing forest fires if it is found that in the circumstances giving rise to such cost there has been any contravention by the "Insured" of the terms and conditions as set out in any relative provincial forest fire act in respect of the lighting, controlling or extinguishing of fires.

DEFINITIONS - ADDED

When used in this endorsement:

1. **"Aggregate Limit"** means the maximum liability of the Insurer for the sum of all damages resulting from a forest fire arising out of all "occurrences" during the policy period.
2. **"Each Occurrence"** means the maximum liability of the Insurer for the sum of all damages resulting from a forest fire from any one "occurrence".

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

VOLUNTARY MEDICAL PAYMENTS EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE LIABILITY FORM TO WHICH IT IS ATTACHED.

In consideration of the premium, in reliance on the statements in the application, and subject to the declarations and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the Insured as follows:

The following INSURING AGREEMENT, EXCLUSIONS, LIMITS OF INSURANCE, DEDUCTIBLE AND/OR DEDUCTIBLE AND REIMBURSEMENT CLAUSE and CONDITION are hereby added as stated below.

INSURING AGREEMENT – ADDED

- a. The Insurer will pay medical expenses as described below for bodily injury caused by an accident:
 - (1) On premises the "Insured" owns or rents;
 - (2) Because of the "Insured's" operations;Provided that:
 - (a) The accident takes place during the policy period;
 - (b) The expenses are reported to the Insurer within one year of the date of the accident; and
 - (c) The injured person submits to examination, at the Insurer's expense, by physicians of our choice as often as the Insurer reasonably requires.
- b. The Insurer will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Limits of Insurance in this Form. The Insurer will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

EXCLUSIONS - ADDED

The following exclusions are added and in addition to all exclusions under the policy to which it is attached.

The Insurer will not pay expenses for bodily injury:

- a. Any "Insured"
To any "Insured", except volunteer workers.
- b. Hired Persons
To a person hired to do work for or on behalf of any "Insured" or a tenant of any "Insured".
- c. Injury on Normally Occupied Premises
To a person injured on that part of premises the "Insured" owns or rents that the person normally occupies.
- d. Workers Compensation and Similar Laws
To a person, whether or not an employee of any "Insured", if benefits for the bodily injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. Athletic Activities
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Medical Expenses for Services Rendered
To a person injured as a result of services by any "Insured" or employee thereof, or any person or organization under contract to the "Insured" to provide such services.

LIMITS OF INSURANCE - ADDED

- a. The rules below fix the most we will pay regardless of the number of:
 - (1) "Insureds";
 - (2) Claims made or actions brought; or
 - (3) Persons or organizations making claims or bringing actions.

- b. Subject to c. below, the Each Person Limit is the most the Insurer will pay under for all medical expenses because of bodily injury sustained by any one person.
- c. The Each Accident Limit is the most the Insurer will pay for the sum of medical expenses because of all bodily injury arising out of any one accident.

Limit of Liability:

\$ 50,000 Each Person

\$ 50,000 Each Accident

DEDUCTIBLE AND/OR DEDUCTIBLE AND REIMBURSEMENT CLAUSE – ADDED

The Deductible or Deductible and Reimbursement Agreement as shown in the underlying liability wording does not apply to this coverage.

CONDITION – ADDED

As soon as practicable, the "Insured" or someone on their behalf shall give to the Insurer written proof of claim.

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

VOLUNTARY COMPENSATION – EMPLOYEES'

EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE LIABILITY FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured" as follows:

The following INSURING AGREEMENT, EXCLUSIONS, CONDITIONS, DEFINITIONS and SCHEDULE OF COVERAGE are hereby added as stated below.

INSURING AGREEMENT – ADDED

The Insurer agrees to pay voluntarily the benefits herein set out either to or on behalf of an "employee" of the "Insured", other than a Police Officer or Firefighter, on account of bodily injury accidentally suffered by such "employee" arising out of activities or work on behalf of the "Insured", whether or not such bodily injury could give rise to liability imposed by law upon the "Insured".

Provided always that:

1. if the "employee" shall refuse to accept the voluntary compensation benefits offered under the provisions of the preceding paragraph, then the Insurer shall be permitted, at any time in its discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances the Insurer will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon, or any suit instituted against the "Insured" for damages for such injuries, each claim, demand or suit shall be considered a refusal to accept such voluntary compensation benefits and such refusal shall abrogate in its entirety the Insurer's agreement to pay such voluntary compensation benefits. In such event the obligation of the Insurer as expressed in the other parts of the policy having reference thereto, shall be available to the "Insured" and shall be and remain the obligation of the Insurer as fully and completely as if this endorsement had not been attached to or forming a part of this policy;
2. the benefits herein set out shall not be payable unless at the time of the accident the "employee" was engaged in duties coming within the scope and classification of operations usual to the "Insured";
3. that a full legal release of all claims of such "employee" or any person for or on their behalf against the "Insured" is executed and delivered and that the Insurer be allowed to subrogate in respect of any rights of such "employee" (excluding all services available under any Hospital Insurance Act) against anyone other than the "Insured" and that all rights be conferred upon the Insurer;

Section 1 - Loss of Life

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

1. to the dependents of the said "employee", an amount equal to one hundred (100) times the "weekly indemnity" as shown in the "declarations".
2. the actual funeral expenses not exceeding, however, the sum of all funeral expenses as shown in the "declarations".

Benefits under this Section of the Form are payable in addition to Section 2 – Temporary Total Disability benefits.

Section 2 - Temporary Total Disability

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

Section 3 - Permanent Total Disability

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

Section 4 - Dismemberment Benefits

If such bodily injury shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the SCHEDULE OF INCAPACITIES the Insurer will pay "weekly indemnity" for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section 2, but in no event shall it be payable in addition to the benefits provided by Sections 1 and 3. The total amount payable under this Section for one or more incapacities shall not exceed one hundred (100) times the "weekly indemnity" for the "employee" as shown in the "declarations".

SCHEDULE OF INCAPACITIES

Loss or Total Irrecoverable Loss of Use Of	Number Of Weeks	Loss or Total Irrecoverable Loss of Use Of	Number Of Weeks
Arm, at or above elbow, or	100	Both eyes	100
Arm, below elbow or hand, at wrist	80	One eye	50
* Thumb;		Hearing of both ears	100
(a) at or above the second phalangeal joint, or	25	Hearing of one ear	25
(b) below the second phalangeal joint, involving a portion of the second phalange	18	Leg, at or above knee	100
		Leg, below knee or foot or ankle	75
* Index finger;			
(a) at or above the second phalangeal joint, or	25	* Great toe;	
(b) at or above the third phalangeal joint, or	18	(a) at or above the second phalangeal joint,	15
(c) below the third phalangeal joint, involving a portion of the third phalange	12	(b) below the second phalangeal joint, involving a portion of the second phalange	8
* Any other finger;		* Any other toe;	
(a) at or above the second phalangeal joint, or	15	(a) at or above the second phalangeal joint, or	10
(b) at or above the third phalangeal joint, or	8	(b) at or above the third phalangeal joint, or	5
(c) below the third phalangeal joint, involving a portion of the third phalange	5	(c) below the third phalangeal joint, involving a portion of the third phalange	3
Note: For a combination of two or more of the incapacities marked with an * the Insurer will not pay more than eighty (80) times the weekly indemnity shown in the "declarations".			

Section 5 - Medical, Surgical, Pharmaceutical and Hospital Expenses

If such bodily injury shall necessitate medical or surgical treatment or confinement to hospital, the Insurer will pay in addition to all other benefits provided by this endorsement:

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

EXCLUSIONS – ADDED

In addition to any other Exclusions applicable to this Policy, the following Exclusions are added:

- any claims, loss or expense for bodily injury or property damage as excluded under the Liability Form to which this is attached.
- any claims arising from hernia, however caused.

CONDITIONS – ADDED

In addition to any other Conditions applicable to this Policy, the following Conditions are added:

- The Insurer shall have the right to examine the person of the injured "employee" when and as often as may be required while the claim is pending and also in the case of death of the injured "employee" to make an autopsy subject to any law of the Province relating to autopsies.
- It is understood and agreed that the Policy DEDUCTIBLE AND/OR DEDUCTIBLE AND REIMBURSEMENT AGREEMENT does not apply to this endorsement.

DEFINITIONS – ADDED

In addition to any other Definitions applicable to this Policy, the following Definitions are added:

1. **"Declarations"** means the declarations page, including any associated schedules of coverage, applicable to this policy.
2. **"Employee"** includes a "leased worker" and a "temporary worker".
3. **"Leased Worker"** means a person leased to the "Insured" by a labour leasing firm under an agreement between the "Insured" and the labour leasing firm, to perform duties related to the conduct of the "Insured's" business. "Leased worker" does not include a "temporary worker".
4. **"Temporary Worker"** means a person who is furnished to the "Insured" to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
5. **"Weekly Indemnity"** means two-thirds (2/3) of the "employee's" weekly wage at the date of the accident, but not exceeding in any event the "employee" "weekly indemnity" amount per week as shown in the "declarations".

SCHEDULE OF COVERAGE – ADDED

Section 1 - Loss of Life

As shown below

Weekly Indemnity Benefit \$500
Funeral Benefit \$2,500

Section 2 - Temporary Total Disability

Included

Section 3 - Permanent Total Disability

Included

Section 4 - Dismemberment Benefits

Included

Section 5 - Medical, Surgical, Pharmaceutical and Hospital Expenses

Included

Coverage is subject to the following Limits

Per Claim Limit	\$50,000
Annual Aggregate Limit	\$250,000

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

VOLUNTARY PROPERTY DAMAGE EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE LIABILITY FORM TO WHICH IT IS ATTACHED.

In consideration of the premium, in reliance on the statements in the application, and subject to the declarations and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured" as follows:

The following INSURING AGREEMENT, LIMITS OF INSURANCE, DEDUCTIBLE AND/OR DEDUCTIBLE AND REIMBURSEMENT CLAUSE and CONDITION are hereby added as stated below.

INSURING AGREEMENT – ADDED

- a. The Insurer agrees to pay on behalf of the "Insured" for loss arising out of direct physical damage to or destruction of property under the control and management of the "Insured" caused by accident and arising out of the operations of the "Insured".
Provided that the Insurer shall not pay for damage to property of the "Insured" when such damage is caused by or arises out of the operations of the said "Insured".
- b. The Insurer will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Limits of Insurance in this Form.
- c. The Insurers' liability under this Extension Endorsement shall be limited to the Actual Cash Value of the property damaged or destroyed.

LIMITS OF INSURANCE - ADDED

- a. The rules below fix the most we will pay regardless of the number of:
 - (1) "Insureds";
 - (2) Claims made or actions brought; or
 - (3) Persons or organizations making claims or bringing actions.
- b. Subject to c. below, the Each Occurrence Limit is the most the Insurer will pay for all property damage under this Extension Endorsement sustained in any one occurrence.
- c. The Aggregate Limit is the most the Insurer will pay for the sum of property damage under this Extension Endorsement in any one policy period.

Limit of Liability:

\$ 50,000 Each Occurrence

\$ 50,000 Aggregate

DEDUCTIBLE AND/OR DEDUCTIBLE AND REIMBURSEMENT CLAUSE – ADDED

The Deductible or Deductible and Reimbursement Agreement as shown in the underlying liability wording do not apply to this coverage.

CONDITION – ADDED

In the event of a loss covered by this Extension Endorsement, if an "Insured" makes repairs to damaged property, replace the property or furnish the labor and materials necessary for repairs, coverage under this Extension Endorsement excludes prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at the Insurers option, become the property of the Insurer. Any payment made by the Insurer shall not constitute an admission of liability by an "Insured", or by the Insurer.

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

MUNICIPAL LIABILITY

PERSONAL INJURY AND CYBER AND DATA LIMITATION

THIS EXCLUSION ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE MUNICIPAL LIABILITY POLICY TO WHICH IT IS ATTACHED.

Words and phrases that appear in quotation marks have the special meaning defined below or in the form(s) to which this endorsement is attached. These definitions apply to the singular and the plural of these terms as circumstances and context require.

- (a) Exclusion 13 is hereby deleted and of no further effect.
- (b) Exclusion 14 is hereby deleted and replaced by the following:
Any "claims" under Personal Injury Liability arising directly or indirectly:
 - (i) by reason of an act, error or omission in the performance of "media communications", by the "Named Insured" or by someone for whom the "Named Insured" is legally liable except for an "advertisement";
 - (ii) out of electronic interactive websites including but not limited to chatrooms, interactive forums, platforms or bulletin boards, that the "Insured" either hosts or owns, or over which the "Named Insured" exercises control; and
 - (iii) out of any other access or disclosure of any person's or organizations confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial lists, credit card information or any other type of personal or non-public information.
- (c) This policy under Property Damage Liability, Bodily Injury Liability or Personal Injury Liability does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (i) "cyber act" or "cyber incident" including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any "cyber act" or "cyber incident";
 - (ii) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any "data", including any amount pertaining to the value of such "data"; or
 - (iii) complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, the Privacy Act or any similar federal, provincial or territorial statute or regulation; orregardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of clause (d) below.
- (d) However, clause (c)(i) above shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - (i) any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
 - (ii) any ensuing physical damage to or destruction of third party propertyresulting from or arising out of a "cyber incident", unless that "cyber incident" is caused by, contributed to by, resulting from, arising out of or in connection with a "cyber act". Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a "cyber incident" or a "cyber act".
- (e) For the purposes of this endorsement:
 - (i) "Computer system" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the "Insured" or any other party.
 - (ii) "Cyber act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any "computer system".
 - (iii) "Cyber incident" means:
 - (1) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any "computer system"; or
 - (2) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any "computer system".
 - (iv) "Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "computer system".

- (f) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- (g) This endorsement supersedes any other wording in the policy or any endorsement thereto having a bearing on a "cyber act", "cyber incident" or "data", and, if in conflict with such wording, replaces it.

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

LIABILITY

COMMUNICABLE DISEASE OUTBREAK EXCLUSION ENDORSEMENT

ALL OPERATIONS

THIS EXCLUSION ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE LIABILITY POLICY TO WHICH IT IS ATTACHED.

THIS ENDORSEMENT APPLIES TO ALL OPERATIONS OF THE NAMED INSURED.

Words and phrases that appear in quotation marks have the special meaning defined below or in the form(s) to which this endorsement is attached. These definitions apply to the singular and the plural of these terms as circumstances and context require.

COMMUNICABLE DISEASE OUTBREAK EXCLUSION

1. Notwithstanding any provision to the contrary, this policy does not apply to, and there is no coverage for, any liability, loss, "bodily injury", "property damage", "personal injury", "compensatory damages", defence expense, medical expense, costs or other injury, damage, damages (including fines, penalties, punitive, penal, exemplary, vindictive damages) or the multiple portion of any multiplied damage award, cost, expense or any other amount arising out of, resulting from, directly or indirectly caused by, related to, in any way involving or otherwise in connection with:

- (a) a communicable disease, including fear or threat of a communicable disease (whether actual or perceived); or
- (b) any actual, alleged or threatened virus, bacterium or other micro-organism that induces or is capable of inducing a communicable disease;

if such communicable disease is or has been declared, or determined to be, a pandemic, epidemic, outbreak, disaster or public health or other emergency by the World Health Organization, or any agency or authority tasked with overseeing international or global public health, or by the Canadian government, including any federal, provincial, territorial or local agency, authority or official.

This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense.

However, section 1. does not apply to communicable diseases caused by contamination of "potable water" provided that such contamination has not been declared, determined or recognized to be caused by a pandemic or epidemic by the World Health Organization, or any agency or authority tasked with overseeing international or global health, or by the Canadian government, including any federal, provincial or territorial agency, authority or official.

2. The exclusion in paragraph 1. applies even if negligence or other wrongdoing is alleged against any "Insured" in:
 - (a) supervising, hiring, employing, training or monitoring others who may be infected with and spread a communicable disease;
 - (b) testing or failure to test for a communicable disease, virus, bacterium or other micro-organism;
 - (c) the transmission, spread or failure to prevent the transmission or spread of a communicable disease, virus, bacterium or other micro-organism;
 - (d) the failure to report a communicable disease to authorities;
 - (e) any supervision, instructions, testing, reporting, recommendations, warnings or advice given, or which should have been given;
 - (f) cleaning-up, removing, detoxifying or containing the virus, bacterium or other micro-organism;
 - (g) the rendering of or failure to render any treatment or service;
 - (h) any "employment practices wrongful act"; or
 - (i) the "abuse" of a person.
3. Where this exclusion applies to a claim or "occurrence" including any "claim" against any "insured", it supersedes any exclusion or coverage granted relating to "pollutants".

DEFINITIONS

For the purposes of this exclusion:

"Abuse" means "sexual abuse", "physical abuse", psychological or emotional abuse, molestation or harassment including corporal punishment.

"Bodily injury" means bodily injury, sickness, disease, disability, mental anguish, mental injury, mental suffering, shock, assault and battery or death.

"Compensatory damages" means damages due in payment for actual injury or economic loss.

"Employment Practices Wrongful Act" means any wrongful act committed or attempted by any one or more "Insured" in their capacities as such against any past, present or prospective employee or volunteer in connection with any actual or alleged:

- (a) wrongful dismissal, discharge or termination of employment;
- (b) breach of any oral, written or implied employment contract or quasi-employment contract;
- (c) wrongful demotion;
- (d) employment-related misrepresentation;
- (e) violation of employment discrimination laws (including sexual or other illegal workplace harassment);
- (f) wrongful failure to employ, train or promote;
- (g) wrongful discipline;
- (h) wrongful deprivation of a career opportunity;
- (i) failure to grant tenure or denial or deprivation of seniority;
- (j) failure to adopt and enforce adequate workplace or employment policies and procedures;
- (k) illegal retaliatory treatment;
- (l) negligent supervision or evaluation;
- (m) employment-related invasion of privacy;
- (n) employment-related libel, slander, humiliation and defamation;
- (o) employment-related wrongful infliction of emotional distress.

"Occurrence" means an accident or a continuous or repeated exposure to conditions resulting in unexpected damage or injury.

"Personal injury" means injury sustained by any person or persons caused by false arrest, detention or imprisonment, malicious prosecution, libel, slander or defamation of character, humiliation, discrimination, wrongful entry, wrongful eviction or invasion of privacy and includes injury derived from an "advertisement".

"Physical Abuse" means willful and deliberate misconduct including but not limited to:

- (a) causing or permitting another person to suffer unjustifiable pain or suffering, or
- (b) causing or permitting another person to be placed in a situation in which his or her life health or wellbeing likely would be endangered or his or her health or wellbeing likely would be impaired.

"Potable Water" means water intended and provided for human consumption.

"Property damage" means physical injury to or destruction of tangible property including loss of use of tangible property which has not been physically injured or destroyed.

"Sexual Abuse" means any conduct constituting a sexual offence under the Criminal Code of Canada including but not limited to sexual assault offences resulting from physical contact.

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

Policy No. CP84156

Effective Date OCTOBER 11, 2024

SCHEDULE OF COVERAGE

Not For Profit Directors' and Officers' Liability

Form-Edition	Coverage Description	Deductible	(\$) Limit of Insurance	(\$) Premium
CWGX3399-0124	Not For Profit Entity Directors' and Officers' Liability	As Indicated Below	5,000,000 Aggregate	1,611
	Insuring Agreement A. Personal Insurance	\$ 5,000	Included	
	Insuring Agreement B. Entity Indemnification Insurance	\$ 5,000	Included	
	Insuring Agreement C. Entity Insurance	\$ 5,000	Included	
	Insuring Agreement D. Fiduciary Insurance	\$ 5,000	Not Insured	
	Insuring Agreement E. Derivative Demand	\$ 5,000	Included	
	Additional Limit of Liability - Insuring Agreement A only	Included	1,000,000 Aggregate	
CNGX3841-0924	O.P.P. Detachment Board Amendment Endorsement			
CNGX3562-1222	All Operations Communicable Disease Exclusion			
			Total	1,611

Subscription Form

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted thereof or added thereto by endorsement, the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly agree, each for the proportion set against its name in the List of Subscribing Companies, that if the insurance described in the Schedule of Coverage of this policy is provided by the terms of this policy and endorsements attached hereto, while the policy is in force, the Insurers will indemnify the Insured against the loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual, or such other proportion as may be substituted by endorsement.

Subscribing Companies

Insurers	Participation (%)	(\$) Premium
Intact Insurance Company	42.25	681
Underwriters at Lloyd's under Contract Number B1820LNR24C042	37.75	608
Temple Insurance Company	20.00	322
Total	100	1,611

NOT FOR PROFIT

DIRECTORS' AND OFFICERS' LIABILITY

This Not For Profit Directors' and Officers' Liability policy provides claims made coverage. Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The word "Insurer" refers to the Subscribing Companies that have agreed to insure this Not For Profit Directors' and Officers' Liability Policy and are shown on the "Declarations" for this Not For Profit Directors' and Officers' Liability Policy 'Subscribing Companies'.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section II - Definitions. These definitions apply to the singular and the plural of these terms as circumstances and context require.

SECTION I - INSURING AGREEMENTS

In consideration of the premium, in reliance on the statements in the "Application", and subject to the "Declarations" and all of the terms, exclusions, conditions and limitations of this Policy, the "Insurer" and the "Named Insured" agree as follows:

A. Personal Insurance

The "Insurer" agrees with the "Insured Persons" that if, during the "Policy Period", any "Claim" or "Claims" (including "Wrongful Employment or Membership Practices Claims") are made against them, or any of them, jointly or severally, and notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy, the "Insurer" will pay in accordance with the terms of this Policy, on behalf of the "Insured Persons", or any of them, all "Loss" which the "Insured Persons", or any of them, shall become legally obligated to pay, except for "Loss" for which the "Entity" is required or permitted by law to indemnify the "Insured Persons" unless, and to the extent only that, the "Entity" is unable to make actual indemnification solely by reason of its "Insolvency".

The "Insurer" shall not be entitled under any circumstances to rescind the coverage provided by this **Insuring Agreement A**.

B. Entity Indemnification Insurance:

The "Insurer" agrees with the "Entity" that if, during the "Policy Period", any "Claim" or "Claims" are made against the "Insured Persons", or any of them, jointly or severally, and notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy, the "Insurer" will pay in accordance with the terms of this Policy, on behalf of the "Entity", all "Loss" for which the "Entity" is required or permitted by law to indemnify the "Insured Persons";

C. Entity Insurance:

The "Insurer" agrees with the "Entity" that if, during the "Policy Period", any "Claim" or "Claims" are made against the "Entity", (including "Wrongful Employment or Membership Practices" "Claims") and notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy, the "Insurer" will pay in accordance with the terms of this Policy, on behalf of the "Entity", all "Loss" which the "Entity" shall become legally obligated to pay;

D. Fiduciary Insurance:

The "Insurer" agrees with the "Insureds" and the "Benefit Program" that if, during the "Policy Period", any "Fiduciary Claim" or "Claims" are made against them, or any of them, jointly or severally, and notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy, the "Insurer" will pay in accordance with the terms of this Policy:

1. on behalf of the "Insured Persons", or any of them, all "Loss" for which the "Insured Persons" or any of them shall become legally obligated to pay, except for "Loss" for which the "Benefit Program" or "Entity" is required or permitted by law to indemnify the "Insured Persons" unless and to the extent only that the "Benefit Program" or "Entity" is unable to make actual indemnification solely by reason of its "Insolvency";
2. on behalf of the "Entity" and the "Benefit Program", all "Loss" for which the "Entity" and the "Benefit Program" is required or permitted by law to indemnify the "Insured Persons";
3. on behalf of the "Entity" and the "Benefit Program", all "Loss" for which the "Entity" and the "Benefit Program" shall become legally obligated to pay.

E. Derivative Demand Insurance

The "Insurer" agrees with the "Insureds" that if, during the "Policy Period", a "Derivative Demand" is made upon the Board of Directors of the "Entity", and notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy, the "Insurer" will pay in accordance with the terms of this Policy, on behalf of the "Insureds", all "Investigation Costs" which the "Entity" or the Board of Directors incur and which arise from the "Derivative Demand".

SECTION II - DEFINITIONS

When set out in quotation marks in this Policy or in the "Application", the following terms shall have the meanings set out hereunder. Otherwise, when not in quotation marks, the same terms shall have only the meaning given to them in normal usage.

1. **"Abuse"** means "Sexual Abuse", "Physical Abuse", psychological or emotional abuse, molestation or harassment including corporal punishment.
2. **"Administration"** means:
 - (a) giving advice, counsel or interpretation regarding a "Benefit Program" to "Employees", beneficiaries or participants;
 - (b) undertaking the enrolment, termination or cancellation of a "Benefit Program", or
 - (c) maintaining or administering records or data in any form for the purposes of a "Benefit Program".
3. **"Applicant"** means any natural person who is not an "Employee", "Member" or "Volunteer" but who has been acknowledged by the "Entity" as applying or as having applied, or is or was an acknowledged candidate, for:
 - (a) full time or part time employment by the "Entity", or
 - (b) membership in the "Entity", or
 - (c) full-time or part-time volunteer work for the "Entity".
4. **"Application"** means the most recent written "Application" form completed, signed and submitted to the "Insurer" on behalf of the "Proposed Insureds" in support of their request that this Policy be issued or renewed, as the case may be.
5. **"Application Information"** means all documents and all information, whether in paper or any other form, submitted to the "Insurer" with an "Application", or otherwise submitted or made available to the "Insurer" in support of a request that this Policy be issued or renewed, as the case may be.
6. **"Arbitration"** means any formal and binding "Arbitration" process pursuant to "Statute" or agreement, by which parties submit a dispute for final resolution by one or more arbitrators.
7. **"Based Upon"** means "based upon", resulting from, arising out of or in any way involving or alleging, directly or indirectly.
8. **"Begun"** when used with reference to a "Prosecution" or "Inquiry", means either the beginning of the "Prosecution" or "Inquiry" or the "Insured's" first notice thereof, whichever comes first.
9. **"Benefit Program"** means:
 - (a) any "Employee Benefit Plan"; or
 - (b) any "Government Sponsored Benefit Plan", but coverage under this Policy is only afforded to such plan for any actual or alleged negligent act, error or omission solely in the "Administration" of the "Government Sponsored Benefit Plan"; or
 - (c) any other plan, fund, program or government-mandated "Benefit Program" including all "Benefit Programs" sponsored by the "Entity" or for which the "Entity" provides "Administration".
10. **"Claim"**:
 - (a) means a written notice from any party:
 - i) that it is the intention of such party to hold any "Insured" civilly liable for "Damages" caused by a "Wrongful Act", or
 - ii) that it is the intention of such party to seek an "Oppression Remedy" against any "Insured" with respect to a "Wrongful Act", or
 - iii) that it is the intention of such party to seek an injunctive, administrative or any other non-monetary remedy or relief from any "Insured" with respect to a "Wrongful Act";
 - (b) means a civil suit against any "Insured":
 - i) claiming "Damages" caused by a "Wrongful Act", or
 - ii) seeking an "Oppression Remedy" with respect to a "Wrongful Act", or
 - iii) seeking an injunctive, administrative or any other non-monetary remedy or relief from any "Insured" with respect to a "Wrongful Act";
 - (c) means a "Prosecution" of any "Insured" for a "Wrongful Act";
 - (d) means an "Inquiry" "Based Upon" a "Wrongful Act" by any "Insured";
 - (e) means a demand or notice of an "Arbitration" claiming "Damages" against any "Insured" caused by a "Wrongful Act";
 - (f) means a "Regulatory or Administrative Proceeding" against any "Insured" alleging a "Wrongful Act";
 - (g) means an "Extradition Proceeding", including any appeals therefrom.

11. **"Damages"** means:

(a) with respect to the "Insured Persons":

- i) direct compensatory civil damages which the "Insured Persons" are legally liable to pay as a result of a judgment or settlement;
- ii) civil fines or penalties and punitive or exemplary damages or the multiple portion of any multiplied damage award, awarded pursuant to a judgment or settlement, but only if not declared uninsurable under the law pursuant to which this Policy is construed;
- iii) any costs or expenses incurred or to be incurred by the "Insured Persons" which are required by, pursuant to or in any way involve any order for, grant of or agreement to provide injunctive, administrative or any other non-monetary remedy or relief;
- iv) an "Oppression Remedy", provided that the complainant seeking the "Oppression Remedy" is acting totally independently of, and totally without the solicitation of, or assistance of, or participation of, or intervention of, any "Insured" unless the "Insured" in question is an "Insured Person" engaged in "Whistleblower Activity";
- v) pre-judgment and post-judgment interest and legal fees and expenses awarded pursuant to a judgment or settlement;

(b) with respect to the "Entity" or the "Benefit Program" :

- i) direct compensatory civil damages, which the "Entity" or the "Benefit Program" is legally liable to pay as a result of a judgment or settlement;
- ii) punitive or exemplary damages or the multiple portion of any multiplied damage award awarded pursuant to a judgment or settlement, but only if not declared uninsurable under the law pursuant to which this Policy is construed;
- iii) an "Oppression Remedy", provided that (i) the complainant seeking the "Oppression Remedy" is acting totally independently of, and totally without the solicitation of, or assistance of, or participation of, or intervention of, any "Insured" unless the "Insured" in question is an "Insured Person" engaged in "Whistleblower Activity" and (ii) the remedy is an award of direct compensatory civil damages;
- iv) pre-judgment and post-judgment interest and legal fees and expenses awarded pursuant to a judgment or settlement.

However, "Damages" shall not include:

- i) civil or criminal fines or penalties imposed by law other than (i) "Statutory Liabilities" and (ii) civil fines or penalties imposed on "Insured Persons" but only if such civil fines or penalties are not declared uninsurable under the law pursuant to which this Policy is construed;
- ii) any costs or expenses incurred or to be incurred by the "Entity" or the "Benefit Program" which are "Based Upon" any order for, grant of or agreement to provide injunctive, administrative or any other non-monetary remedy or relief;
- iii) any costs or expenses incurred or to be incurred by the "Entity" or the "Benefit Program" which are "Based Upon" any order, grant, judgment or agreement under the *Canadian Human Rights Act*, the *Employment Equity Act*, the *Americans with Disabilities Act*, the *Civil Rights Act of 1964* or similar provisions of any other pertinent Statute;
- iv) any amount that represents or is substantially equivalent to dividends or distributions of earnings;
- v) "Damages" that are declared uninsurable under the law pursuant to which this Policy is construed.

12. **"Data Breach"** means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a computer system, including but not limited to "personally identifiable information", charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private and confidential information.

13. **"Declarations"** means the "Declarations" page, including any associated schedules of coverage, applicable to this Not For Profit Directors' and Officers' Liability Policy.

14. **"Defence Costs"** means the amounts incurred in accordance with **SECTION VI** of this Policy for the defence or legal representation of "Insureds" in respect of "Claims", such as legal, accounting, adjusting or investigating expenses, and the cost of any appeal bond, attachment bond, or similar bond. However, the term is exclusive of i) the regular or overtime salaries or wages, fees, benefit costs and travel or accommodation expenses of "Insured Persons" in connection with "Claims" and ii) "Investigation Costs".

15. **"Derivative Demand"** means any written notice, as described in Section 251(2)(a) of the *Canada Not-for-profit Corporations Act S.C. 2009, c. 23* to the directors of the "Entity" of the complainant's intention to apply to the Court under Section 251 for leave to bring an action in the name and on behalf of the "Entity", or intervene in an action to which the "Entity" is a party, for the purpose of prosecuting, defending or discontinuing the action on behalf of the "Entity", or any similar provision of any provincial or foreign "Statute".

16. **"Employee"** means a natural person (except when acting in a non-employee capacity) who currently provides or previously provided services to the "Entity", whether part-time or full-time, in the ordinary course of the "Entity's" business and whom the "Entity" compensates or compensated by salary, wages or commissions and maintains or maintained the right to control and direct in the performance of such services. However, "Employee" does not mean any broker, factor, commission merchant, consignee, independent or dependent contractor, consultant, or other agent or representative of the same general character.
17. **"Employee Benefit Plan"** means:
- (a) any plan so defined by the *Pension Benefits Standard Act*, 1985, R.S. 1985, c.32 (2nd Supp), the *Ontario Pension Benefits Act*, R.S.O 1990, c P-8, or similar provincial "Statute", which is operated for the benefit of the "Employees" of the "Entity";
 - (b) any medical or welfare benefit plan or disability benefit plan as defined by the *Canada Health Act*, R.S.C. 1985, c. C-6, the *Ontario Health Insurance Act*, R.S.O. 1990, c. H.6, or, any other similar provincial "Statute";
 - (c) any plans as defined in the *Ontario Insurance Act*, R.S.O. 1990, c. 1.8, or, similar provincial "Statute";
 - (d) any retirement compensation agreement, flexible employee benefit plan or registered supplementary unemployment benefit or stock ownership plan not subject to Canadian "Statute" if sponsored by the "Entity" for the benefit of the "Insured Persons" of the "Entity";
 - (e) in the United States of America, any plan, including a welfare benefit plan, as defined in "ERISA",
- provided, however, "Employee Benefit Plan" shall not include any multi-employer plan as defined in the *Pension Benefits Standards Act*, R.S. 1985, c.32 (2nd Supp.), the *Ontario Pension Benefits Act*, R.S.O 1990, c. P.8 or "ERISA" or by the common, civil or statutory law of Canada, the United States of America or any province, territory, state or other jurisdiction anywhere in the world.
18. **"Entity"** means:
- (a) any non-profit corporation, organization or association shown as the "Named Insured" on the "Declarations"; and
 - (b) any "Subsidiary" at the effective date of this Policy, any "Subsidiary" created by the "Entity", directly or indirectly, after the effective date of this Policy or any former "Subsidiary", but coverage with respect to such former "Subsidiary" is only afforded with respect to "Loss" arising from "Wrongful Acts" committed or allegedly committed while it was a "Subsidiary"; and
 - (c) any "Subsidiary" acquired by the "Entity", directly or indirectly, after the effective date of this Policy, but coverage with respect to such acquired "Subsidiary" is only afforded with respect to "Loss" arising from "Wrongful Acts" committed or allegedly committed after it became a "Subsidiary"; and
 - (d) any other entity which during the "Policy Period" is or was formally constituted and recognized by the "Entity" as part of or a member of the "Entity", but coverage is only afforded with respect to "Loss" arising from "Wrongful Acts" committed or allegedly committed while the other entity was so formally constituted and recognized; and
 - (e) in the event of "Insolvency", any receiver, conservator, liquidator, trustee, sequestrator or similar official, including foreign equivalents, which has been appointed by a provincial, state or federal court, agency, official or foreign equivalents or by a creditor to take control of, supervise, manage or liquidate the "Entity";
- However, "Entity" shall not include any "Benefit Program(s)".
19. **"ERISA"** means the *Employee Retirement Income Security Act of 1974* of the United States of America, as amended.
20. **"Extradition Proceeding"** means a formal proceeding, including the execution of a warrant for the arrest or detention of any "Insured Persons", to extradite any "Insured Person" from the country in which he or she is presently residing to another country which is a sovereign state, for the purposes of either "Prosecution" by that state or imposing a sentence on any "Insured Person" by that state in respect of a criminal or penal offence actually or allegedly committed or attempted by such "Insured Person" even if that offence would not have constituted a criminal or penal offence if it had been committed or attempted in Canada.
21. **"Fiduciary Claim"** means a "Claim" "Based Upon" a "Fiduciary Wrongful Act".
22. **"Fiduciary Wrongful Act"** means:
- (a) any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty (including fiduciary duty) by the "Insureds", individually or collectively, in the discharge of their legal obligations, including without limitation any violation of the responsibilities, obligations or duties imposed by the *Pension Benefit Standards Act of Canada R.S. 1985 c.32(2nd Supp.)*, by the *Employee Retirement Income Security Act of 1974*, as amended, of the United States of America, or by similar provisions of any other "Statute", solely in their capacity as fiduciaries of a "Benefit Program";
 - (b) any actual or alleged negligent act, error or omission solely in the "Administration" of a "Benefit Program"; and
 - (c) any other matter claimed against the "Insureds" solely because of their service as a fiduciary of a "Benefit Program".

23. **"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.
24. **"Government Sponsored Benefit Plan"** means any benefit or compensation plan created by any "Statute" of which the funds and contingent liabilities are held or managed by a government or governmental body and which provides for workers' compensation benefits, employment (or unemployment) insurance, unemployment compensation, retirement benefits, social or old age security, Canada Pension Plan or Quebec Pension Plan benefits, health insurance or disability benefits, or automobile insurance or accident benefits.
25. **"Inquiry"** and **"Inquiries"** mean any inquiry, investigation or commission "Begun" pursuant to "Statute" during the "Policy Period" which an "Insured Person" reasonably believes may lead to disclosures or findings of fact or of law which are relevant to the civil, penal or criminal liability of an "Insured Person" or of the "Entity" or "Benefit Program".
26. **"Insolvency"** means the financial position of the "Entity" or a "Benefit Program" as a debtor as that term is defined and used in Canada within the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. c. B-3, or similar provisions of any other provincial or foreign "Statute". Without limiting the generality of the foregoing, "Insolvency" shall occur when (i) any receiver, conservator, liquidator, trustee, sequestrator or similar official has been appointed by a provincial, state or federal court, agency or official or by a creditor to take control of, supervise, manage or liquidate the "Entity" or the "Benefit Program", (ii) a reorganization proceeding relating to the "Entity" or the "Benefit Program" has been brought in Canada under the *Companies' Creditors Arrangement Act*, R.S.C. c. C-36, (iii) the "Entity" becomes a debtor in possession under Chapter 11 of the *United States Bankruptcy Code*, or (iv) a reorganization proceeding relating to the "Entity" or the "Benefit Program" has been brought in any foreign jurisdiction under similar provisions of any pertinent "Statute".
27. **"Insured"** and **"Insureds"** may be used interchangeably and shall mean any one or more of "Entity", a "Benefit Program" and the "Insured Persons", whether jointly or severally.
28. **"Insured Person"** and **"Insured Persons"** may be used interchangeably and shall mean, but solely when acting in the described capacity:
- (a) any person or persons, individually or collectively, who were, now are, or will be duly elected, appointed or de facto chairpersons, directors, officers, trustees, executive directors, executive officers, treasurers, secretaries or managers of the "Entity", or any equivalent executive position under applicable law in any country other than Canada or the United States of America;
 - (b) a chairperson or member of a duly constituted committee of the "Entity" or its board;
 - (c) an "Employee";
 - (d) a "Volunteer";
 - (e) any person contemplated by (a) to (d) above who, at the written request of the "Entity" or with the written consent of the "Entity", served or serves as a director or officer of any other non-profit entity, but solely in their capacity as a director of such other non-profit entity;
 - (f) any person contemplated by (a) to (d) above who, at the written request of the "Entity", was, now is or shall be a trustee, director, (de facto or otherwise), officer, "employee", administrator or committee member while acting in their capacity as a fiduciary of or performing "Administration" for any "Benefit Program";
 - (g) the estates, heirs, legal representatives or assigns of any of the natural persons contemplated in (a) to (f) above, in the event of their death, incapacity, bankruptcy or "Insolvency";
 - (h) the "Spouse" of any person contemplated in (a) to (f) above, if such "Spouse" is named as a co-defendant in a "Claim" against any such person as a result of an alleged "Wrongful Act" solely by reason of (i) such "Spouse's" status as a "Spouse", or (ii) such "Spouse's" ownership interest in property which the claimant seeks as recovery.
- However, "Insured Person" shall not include any trustee, director, officer or "Employee" of a "Government Sponsored Benefit Plan".
29. **"Interrelated Wrongful Acts"** means any and all "Wrongful Acts" that have as a common nexus any fact, circumstance, situation, event, transaction, cause or individual, or series of causally or logically connected facts, circumstances, situations, events, transactions, causes or individuals.
30. **"Investigation Costs"** means reasonable and necessary costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses incurred by the "Entity", its Board of Directors or any committee of its Board of Directors in connection with the investigation or evaluation of any "Derivative Demand". However, the term is exclusive of (i) the regular or overtime salaries or wages, fees, benefit costs and travel or accommodation expenses of "Insured Persons" in connection with the investigation or evaluation of any "Derivative Demand", and (ii) "Defence Costs".
31. **"Loss"** means: (i) "Damages", and (ii) "Defence Costs".
32. **"Member"** means any natural person who is or has been formally admitted to and recognized by the "Entity" as a member.

33. **"Oppression Remedy"** means an order or other remedy sought under Section 253 of the *Canada Not-for-Profit Corporations Act* S.C. 2009, c. 23, or similar provisions of any provincial or foreign "Statute".
34. **"Pay Differential"** means any actual or alleged differential in pay or salary between "Employee(s)" who perform the same work or substantially the same work.
35. **"Personally Identifiable Information"** means:
- (i) personal information as defined in the federal *Personal Information Protection and Electronic Documents Act* (PIPEDA) as amended, and in equivalent provincial and territorial legislation, concerning the individual;
 - (ii) personal health information as defined in PIPEDA, the *Personal Health Information Protection Act, 2004* (Ontario) and equivalent legislation in other provinces and territories, concerning the individual;
 - (iii) the individual's social insurance number, driver's license, identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers;
 - (iv) (PINs) that allows access to the individual's financial account information; or
 - (v) other personal information about the individual that is protected under any local, provincial, territorial, state, federal or foreign "Statute" or regulation.
- Provided, however, "personally identifiable information" shall not include information that is lawfully available to the public, including information from any local, provincial, territorial, state, federal or foreign governmental entity or body.
36. **"Pay Equity"** means any actual or alleged differential in pay or salary between "Employee(s)" who perform different work of equal or comparable value.
37. **"Physical Abuse"** means wilful and deliberate misconduct:
- (a) causing or permitting another person to suffer unjustifiable pain or suffering; or
 - (b) causing or permitting another person to be placed in a situation in which his or her life or limb likely would be endangered or his or her health likely would be impaired.
38. **"Policy Period"** means the period of time from the effective date shown on the "Declarations" to the earlier of the expiry date shown on the "Declarations" or the effective date of cancellation of this Policy. If the **DISCOVERY CLAUSE** option is engaged in accordance with **SECTION III**, then such period (herein the Discovery Period) shall be part of and not in addition to the "Policy Period" of the "Entity".
39. **"Pollutants"** means any solid, liquid or gaseous substance, emanation, irritant, radiation, or contaminant in any form (including but not limited to noise, smoke, vapours, fumes, odours, electromagnetic radiation, thermal contamination, greenhouse gas emissions, soot, oil or oil products, asbestos or asbestos products, silica, mould, acids, alkalis, chemicals, medical waste or any other waste materials) which constitutes a nuisance, hazard or pollutant of any kind.
40. **"Proposed Insureds"** means all persons who would be insured in any capacity under the insurance Policy being applied for.
41. **"Prosecution"** means any "Prosecution", charge, information, indictment or other proceeding "Begun" against an "Insured" during the "Policy Period" by the Crown or by any other government or governmental body or regulatory authority seeking penal or criminal sanctions anywhere in the world, including, without limitation, a criminal prosecution.
42. **"Regulatory or Administrative Proceeding"** means any formal proceeding pursuant to a "Statute" before a board, tribunal, commissioner, adjudicator or other judicial or quasi-judicial officer which may lead to a ruling or decision binding on an "Insured", including without limitation a proceeding before a labour standards commission, labour relations board or other similar body.
43. **"Sexual Abuse"** means any conduct constituting a sexual offence under the Criminal Code of Canada including sexual assault offences resulting from physical contact.
44. **"Spores"** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "Fungi".
45. **"Spouse"** means a "Spouse" or domestic partner recognized as such by "Statute" or in the written provisions of any "Benefits Program" established by the "Entity".
46. **"Statute"** shall include all applicable federal, state, provincial, territorial or local "Statutes" or by-laws or common or civil law in force and any amendments thereto and all applicable regulations or statutory instruments promulgated thereunder, anywhere in the world. Any reference to a "Statute" by name shall include all amendments, all regulations or all other statutory instruments promulgated thereunder and any new "Statute" which replaces or is substituted for the named "Statute" in whole or in part.
47. **"Statutory Liabilities"** means unpaid liabilities of the "Entity" or any "Benefit Program", including unpaid tax liabilities and unpaid wages and deductions at source, for which any "Insured Person" becomes personally liable in their capacity as such under any applicable "Statute" if the "Entity" or the "Benefit Program" is in "Insolvency".
48. **"Subsidiary"** means:
- (a) any non-profit corporation, organization or association in which the "Entity", named on the "Declarations", owns, directly or through one or more "Subsidiaries", more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint, such entity's board of directors, board of trustees or a functional equivalent thereof, or in cases where no such securities have been issued, the ability to control or direct such entity's managerial decisions; or

- (b) any for-profit entity added specifically by endorsement as a "Subsidiary" to this Policy.
49. **"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.
50. **"Third Party"** means any natural person who is a customer, vendor, service provider, client or other business invitee of the "Entity".
51. **"Volunteer"** means a natural person (except when acting in a non-volunteer capacity) who currently provides or previously provided services to the "Entity", or to any "Third Party" under the auspices and with the knowledge and authorization of the "Entity", without monetary compensation.
52. **"Whistleblower Activity"** means an activity whereby an "Insured Person":
- (a) reports or submits complaints regarding financial statement disclosure issues, accounting, internal accounting controls, auditing matters or violations of the "Entity's" or "Benefit Program's" code of business conduct and/or ethics; or
 - (b) provides information, causes information to be provided or otherwise assists in a "Prosecution", "Inquiry", "Regulatory or Administrative Proceeding" or official investigation of any kind regarding any conduct which he or she reasonably believes to be a violation of employment or labour "Statutes" or any other "Statutes" regarding fraud or the commission or possible commission of a criminal or penal offence.
53. **"Wrongful Act"** means:
- (a) with respect to "Insured Persons", any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty (including fiduciary duty) by the "Insured Persons", individually or collectively, in the discharge of their legal obligations solely in their capacity as "Insured Persons", including without limitation "Wrongful Employment or Membership Practices" and "Whistleblower Activity", or any other matters, including "Statutory Liabilities", claimed against them solely by reason of their being "Insured Persons";
 - (b) with respect to the "Entity", any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the "Entity", including without limitation "Wrongful Employment or Membership Practices";
 - (c) with respect to the "Insureds", a "Fiduciary Wrongful Act".
54. **"Wrongful Employment or Membership Practice(s)"** means, with respect to an "Employee", "Applicant", "Third Party", "Member" or "Volunteer" only, any actual or alleged:
- (a) wrongful denial of admission or status to a "Member" or "Volunteer";
 - (b) wrongful termination, dismissal, or discharge (either actual or constructive) of an "Employee";
 - (c) wrongful termination of status or expulsion of a "Member" or "Volunteer";
 - (d) breach of any oral or written employment contract or agreement, or quasi employment contract or agreement, or any contract or agreement relating to status as a "Member" or "Volunteer";
 - (e) misrepresentation relating to employment or to status as a "Member" or "Volunteer";
 - (f) discrimination relating to employment or to status as a "Member" or "Volunteer";
 - (g) wrongful failure to employ or promote, or wrongful discipline, demotion, deprivation of a career opportunity, or failure to grant tenure, or negligent "Employee", "Member" or "Volunteer" evaluation;
 - (h) libel or slander relating to employment or relating to an individual in their capacity as a "Member" or "Volunteer";
 - (i) workplace harassment (including sexual harassment), or retaliation, or invasion of privacy, or employment-related defamation, or employment-related wrongful infliction of emotional distress, or other unwelcome verbal, visual or physical conduct of a provocative nature that creates an intimidating, hostile or offensive working environment;
 - (j) retaliatory treatment of an "Employee", "Member" or "Volunteer" as a result of such "Employee's", "Member's" or "Volunteer's" exercise of their rights pursuant to any "Statute", or arising from such "Employee's", "Member's" or "Volunteer's" "Whistleblower Activity" or arising from such "Employee's", "Member's" or "Volunteer's" involvement with or report to a regulatory or government agency with respect to the "Entity's" activities or operations.
55. **"Wrongful Employment or Membership Practices Claim"** means a "Claim" "Based Upon" "Wrongful Employment or Membership Practices".

SECTION III - DISCOVERY CLAUSE

1. If the "Insurer" cancels or refuses to renew this Policy or the "Entity" cancels or elects to not renew this Policy, the "Insureds" may, upon payment of an Additional Premium, extend the period for discovery of a "Loss" for an Additional Period from the date this Policy terminates to dates as agreed to by the "Insurer" and specifically endorsed on the Policy (herein the Discovery Period). The extension of this Policy's coverage is for any "Claim" first made or "Begun" during the Discovery Period, of which notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy during the

Discovery Period, but only if the "Claim" is "Based Upon" "Wrongful Acts" committed before the date of such cancellation or non-renewal, whichever is applicable.

2. The right of the "Insureds" to engage the **DISCOVERY CLAUSE** is conditional upon the following:
 - (a) the **DISCOVERY CLAUSE** must be engaged by the Insureds by written notice to the "Insurer" no later than thirty (30) days prior to cancellation or non-renewal and payment of the Additional Premium to be received by the "Insurer" no later than thirty (30) days after the date of cancellation or non-renewal;
 - (b) there is no right to engage the **DISCOVERY CLAUSE** in the event of cancellation of the Policy resulting from non-payment of premium or if the "Insured Persons" are otherwise not in compliance with the terms and conditions of this Policy;
 - (c) the "Insurer's" offer of any renewal terms, conditions, limits of liability or premiums different from those of the expiring policy shall not constitute a cancellation or refusal to renew;
 - (d) the **DISCOVERY CLAUSE** shall not be cancelled or rescinded once engaged and the Additional Premium due for the period shall be fully earned at inception of the Discovery Period;
 - (e) the engagement of the **DISCOVERY CLAUSE** shall not increase the **LIMITS OF LIABILITY** otherwise available to pay "Loss";
 - (f) "Claims" made and "Prosecutions" or "Inquiries" "Begun" during the Discovery Period shall be subject to the same **LIMITS OF LIABILITY** applicable to "Claims", "Prosecutions" or "Inquiries", as the case may be, made or "Begun" during the "Policy Period".

SECTION IV - EXCLUSIONS

A. GENERAL EXCLUSIONS APPLICABLE TO INSURING AGREEMENTS A, B, C, D and E.

Under **Insuring Agreements A, B, C, D and E** the "Insurer" shall have no obligation to defend any "Insured" or to make any payment for "Loss" or "Investigation Costs" in connection with any "Claim" or "Derivative Demand":

1. Which is insured by another valid and collectible policy or policies, including without limitation any policy of general liability insurance, professional liability insurance or any insurance policy for pollution liability or environmental liability, except with respect to any excess "Loss", or "Investigation Costs" beyond the amount or amounts of coverage under such other policy or policies, and then only when the limits of coverage under such policy or policies have been exhausted by payment by the other "Insurer(s)". The "Insurer" shall have no obligation to defend or to make any contribution to the cost of defending or to pay "Investigation Costs" in respect of any "Claim" or "Derivative Demand" insured by another policy or policies unless and until the limits of coverage under the other policy or policies have been exhausted by payment by the other "Insurer(s)";
2. For bodily injury, sickness, disease, handicap, impairment or death of any person.

However, this exclusion shall not apply:

 - (a) to "Defence Costs" in connection with a "Prosecution" against the "Insured Persons" by the Crown in Canada pursuant to Section 217.1 of the *Criminal Code of Canada* (as amended by Bill C-45) or similar provisions of any provincial or foreign "Statute" including, without limitation, the *Corporate Manslaughter and Corporate Homicide Act 2007* of the United Kingdom; or
 - (b) to any "Claim" that specifically alleges that "Wrongful Employment or Membership Practices" have been committed; or
 - (c) to any "Claim" against the "Insured Persons" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement;
3. For damage to or destruction of any tangible or intangible property, including loss of use thereof;
4. For (a) false arrest, detention or imprisonment; or (b) malicious prosecution; or (c) libel, slander or defamation of character; or (d) humiliation; or (e) discrimination; or (f) wrongful entry or eviction or invasion of any right of privacy.

However, this exclusion shall not apply to any "Claim" that specifically alleges that "Wrongful Employment or Membership Practices" have been committed or to any "Claim" against the "Insured Persons" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement;
5. "Based Upon":
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered against any "Insured" on or prior to the effective date of this Policy, or, if this Policy is part of a series of consecutive renewals issued by the Insurer, the effective date of the original Policy, or "Based Upon" the same or substantially the same underlying or alleged facts; or
 - (b) any "Claim" or "Derivative Demand" already made, commenced or "Begun" against any "Insured", or which arises from any fact, circumstance or situation indicating the possibility of a "Claim" or "Derivative Demand" and already known to any "Insured", upon the effective date of this Policy, or, if this Policy is part of a series of consecutive renewals issued by the "Insurer", the effective date of the original Policy;

6. By or on behalf of the "Entity", or any "Subsidiary" of the "Entity", whether directly or derivatively, except:
 - (a) where such "Subsidiary" bringing the "Claim" is acting totally independently of, and totally without the solicitation of, or assistance of, or participation of, or intervention of, any of the "Insureds" other than when the solicitation, assistance, participation or intervention of any of the "Insureds" arises from the "Insureds" engaging in "Whistleblower Activity"; or
 - (b) where the "Claim" is brought in the name of the "Entity" by way of derivative action, and totally without the solicitation of, or assistance of, or participation of, or intervention of, the governing board or body of the "Entity" other than when the solicitation, assistance, participation or intervention of the governing board or body of the "Entity" arises from the governing board or body engaging in "Whistleblower Activity"; or
 - (c) in the event of an "Insolvency" any "Claim" brought by the examiner, trustee, receiver, receiver manager, liquidator or rehabilitator (or any assignee thereof), if any, of the "Entity"; or
 - (d) where the "Claim" is made against an "Insured Person" engaging in "Whistleblower Activity".
7. If the "Claim" was first made, or the "Claim" is "Based Upon" a "Wrongful Act" which was committed, before the "Entity" became a "Subsidiary", or before the "Benefit Program" was added to this Policy by endorsement, as the case may be;
8. "Based Upon":
 - (a) the actual or threatened presence, discharge, dispersal, release, escape or disposal of "Pollutants" in or on real or personal property (immoveable or moveable), water or the atmosphere, whether such presence, discharge, dispersal, release, escape or disposal is intentional or accidental; or
 - (b) any direction or request that the "Entity" or the "Benefit Program" test for, monitor, reduce, clean up, remove, contain, treat, detoxify or neutralize "Pollutants" or any voluntary decision to do so.

However this exclusion shall not apply:

 - (i) to any "Fiduciary Claim" or "Derivative Demand"; or
 - (ii) to "Loss" resulting from a "Claim" for "Wrongful Employment or Membership Practice(s)"; or
 - (iii) with respect to coverage provided under **Insuring Agreement A** of this Policy, to "Defence Costs" incurred defending the "Insured Persons" in respect of a "Claim" "Based Upon" the matters described in 8 (a) and 8 (b) above but only if such "Claim" is first brought, commenced and conducted in a jurisdiction within the territorial limits of Canada; or
 - (iv) to "Defence Costs" incurred in respect of a "Claim" "Based Upon" the matters described in 8 (a) and 8 (b) above, brought by any Member of the "Entity" in his capacity as such, whether in his own right or on behalf of the "Entity" by way of derivative action, provided that such "Claim" is brought and maintained totally without the solicitation of, assistance of, participation of or intervention of the governing board or body of the "Entity"; or
 - (v) to "Defence Costs" incurred in respect of a "Claim" "Based Upon" the matters described in 8 (a) and 8 (b) above, which alleges a violation of the *Canadian Environmental Protection Act*, S.C. 1999, c. 33, or the *Ontario Environmental Protection Act*, R.S.O. 1990, c. E-19, or similar provisions of any Canadian provincial, territorial or local environmental protection law;
9. "Based Upon" their service as directors of any for-profit entity, even if directed or requested by the "Entity" to serve as directors of such for-profit entity.

However, this exclusion shall not apply to any "Claim" "Based Upon" their services as directors of any other non-profit entity where there is prior written consent of the "Entity";
10. "Based Upon" any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty (including fiduciary duty) by the "Insured Persons", individually or collectively, in the discharge of their legal obligations, including without limitation any violation of the responsibilities, obligations or duties imposed by the *Pension Benefit Standards Act of Canada* R.S. 1985 c.32 (2nd Supp.), by the *Employee Retirement Income Security Act of 1974* of the United States of America, or by similar provisions of any other "Statute", solely in their capacity as fiduciaries, trustees, administrators or members of the pension committee of any pension, profit sharing, health and welfare or other employee or member benefit plan or trust which is **not** named in the "Declarations", or added to this Policy by endorsement during the "Policy Period";
11. "Based Upon" any violation of the responsibilities, obligations or duties imposed by or pursuant to any "Statute" governing or in any way relating to a "Government Sponsored Benefit Plan".

However, this exclusion shall not apply to any "Claim" (i) for retaliatory treatment of any claimant as a result of such claimant's exercise of rights pursuant to such "Government Sponsored Benefit Plan", or (ii) "Based Upon" any actual or alleged negligent act, error or omission solely in the "Administration" of the "Government Sponsored Benefits Plan", or (iii) for "Statutory Liabilities";
12. "Based Upon":
 - (a) any breach of any contract or agreement, whether verbal or written, by the "Entity", including without limitation any commercial contractual liability of the "Entity" to an existing or potential customer, client, consumer, distributor, supplier, franchisee, franchisor, vendor, agent or representative, or any other "Third Party"; or

(b) any liability of others assumed by the "Entity" under any contract or agreement, whether verbal or written.

However, this exclusion shall not apply (i) to the "Insured Persons", or (ii) to "Defence Costs" incurred by the "Entity" in connection with "Wrongful Employment or Membership Practices" "Claims", or (iii) to the extent the liability was assumed in accordance with or under the trust agreement or equivalent document pursuant to which a "Benefit Program" was established, or (iv) to the extent the "Insured" would have been liable in the absence of such contract or agreement;

13. "Based Upon":

(a) any violation of or failure to meet the responsibilities, obligations or duties imposed by the *Canada Labour Code* or similar provisions of any other "Statute";

(b) any employer vs "Employee" conflict or dispute of any kind relating to a collective bargaining agreement.

However, this exclusion shall not apply (i) to any "Derivative Demand" or (ii) to any "Wrongful Employment or Membership Practices" "Claim" against the "Insured Persons" or the "Entity" for retaliatory treatment of any claimant as a result of such claimant's exercise of rights pursuant to the *Canada Labour Code* (R.S.C., 1985, c. L-2) or similar provisions of any other "Statute", or (iii) to any "Claim" against the "Insured Persons" or the "Entity" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement, or (iv) to any "Fiduciary Claim" made against the "Insureds" or the "Benefit Program" if the "Benefit Program" is named in the "Declarations" or added to this Policy by endorsement during the "Policy Period";

14. For taxes, duties, levies, fees, charges or any other amount due by the "Entity" to any level of government or governmental agency.

However, this exclusion shall not apply to the "Insured Persons";

15. "Based Upon" "Pay Equity", including any violation of the responsibilities, obligations or duties imposed under Section 11 of the *Canadian Human Rights Act*, the *Employment Equity Act* or similar provisions of any other "Statute".

However, this exclusion shall not apply to any "Claim" for retaliatory treatment of any claimant as a result of such claimant's exercise of rights pursuant to such "Statute";

16. "Based Upon" any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material.

17. "Based Upon":

(a) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "Fungi" or "Spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "Fungi" or "Spores";

(b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or

(c) any obligation to pay "Damages", share "Damages" with or repay someone else who must pay "Damages" because of such injury or "Damage" referred to in (a) or (b) above.

This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the "Loss", damage, cost or expense.

However, this exclusion shall not apply to any "Claim" that specifically alleges that "Wrongful Employment or Membership Practices" have been committed or to any "Claim" against the "Insured Persons" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement;

18. "Based Upon" in whole or in part, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

19. "Based Upon" in whole or in part, "Terrorism" or 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 cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

20. "Based Upon" the rendering or failure to render any kind of professional service for others, either gratuitously or for a fee;

21. "Based Upon" "Abuse".

However, this exclusion shall not apply to any "Claim" that specifically alleges that "Wrongful Employment or Membership Practices" have been committed or to any "Claim" against the "Insured Persons" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement;

22. "Based Upon" any "Data Breach".

B. BENEFIT OF DOUBT EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

1. If a "Claim" is made against an "Insured Person" alleging that the "Insured Person" committed a criminal or other intentionally dishonest act, the "Insurer" will defend and indemnify the "Insured Person", subject to the terms and conditions of this Policy, until such time as the "Insured Person" shall be held to have committed a criminal or other intentionally dishonest act by final, unappealable judgment. Once such final, unappealable judgment has occurred, however, the "Insurer" shall then have no further obligations to the "Insured Person" in question in relation to the "Claim" under this Policy, whether for defence or the payment of "Loss" or otherwise.
2. If a "Claim" is made against an "Insured Person" (i) for the return of any remuneration paid to the "Insured Person" without the prior lawful approval of the board of directors or any governing body or person whose approval is required by the by-laws or other formal procedures of the "Entity" or the "Benefit Program", or (ii) alleging that the "Insured Person" gained any other profit or advantage to which such person was not legally entitled, the "Insurer" will defend and indemnify the "Insured Person", subject to the terms and conditions of this Policy, until such time as such remuneration, profit or advantage shall be held to have been unlawful by final, unappealable judgment. Once such final, unappealable judgment has occurred, however, the "Insurer" shall then have no further obligations to the "Insured Person" in question in relation to the "Claim" under this Policy, whether for defence or the payment of "Loss" or otherwise.

C. COVERAGE FOR DEFENCE ONLY

1. The "Insurer" shall have no obligation under **Insuring Agreements C and D** to indemnify the "Entity" or the "Benefit Program" or to pay any "Damages" on its behalf with respect to "Claims":
 - (a) for salary, wages, pay in lieu of notice, termination or severance pay (including an enhancement to amounts paid as termination or severance pay or pay in lieu of notice on account of bad faith or inducement), 'back pay', bonuses, benefits, expenses (including mitigation expenses), or any other type of employment related compensation or benefit; or
 - (b) for 'front pay', future "Damages" or other future economic relief for failure to reinstate or rehire; or
 - (c) "Based Upon" "Pay Differential".

However, subject to the other terms and conditions of this Policy, the "Insurer" shall have the right and duty to defend the "Insureds" against such "Claims" and to pay the "Defence Costs" associated therewith.

2. The "Insurer" shall have no obligation under **Insuring Agreement D** to indemnify the "Insureds" or to pay "Damages" on their behalf in connection with any "Claim" for the actual or alleged benefits which are due or to become due under a "Benefit Program", or benefits which would be due under a "Benefit Program" if its terms complied with all applicable "Statutes".

However,

 - (a) this exclusion shall not apply to an "Insured Person" if (i) the benefits are payable by such "Insured Person" as a personal obligation and (ii) recovery of the benefits is "Based Upon" a covered "Fiduciary Wrongful Act"; and
 - (b) subject to the other terms and conditions of this Policy, the "Insurer" shall have the right and duty to defend the "Insureds" against such "Claims" and to pay the "Defence Costs" associated therewith.

3. The "Insurer" shall have no obligation under **Insuring Agreement D** to indemnify the "Insureds" or to pay "Damages" on their behalf in connection with any "Claim":
 - (a) for failure to collect contributions owed to the "Benefit Program(s)";
 - (b) for failure to fund the "Benefit Program(s)"; or
 - (c) for the return or reversion to anyone of any contributions or assets of any "Benefit Program(s)".

However, subject to the other terms and conditions of this Policy, the "Insurer" shall have the right and duty to defend the "Insureds" against such "Claims" and to pay the "Defence Costs" associated therewith.

SECTION V - LIMITS OF LIABILITY

1. The "Insurer" shall be liable to pay all "Damages" in excess of the **Deductible** set forth on the "Declarations" up to the **LIMITS OF LIABILITY** stated in **SECTION V 2** below. One **Deductible** shall apply (i) to each and every "Loss", but only with respect to "Damages", and (ii) to each and every "Derivative Demand".
2. The **LIMITS OF LIABILITY** shall be the amounts set forth on the "Declarations", and the amount shown on the "Declarations" shall be the maximum aggregate liability of the "Insurer" with respect to all "Damages" and "Investigation Costs" arising from all "Claims" and "Derivative Demands" made or "Begun" during the "Policy Period", regardless of the number of "Insureds" involved, subject however to subsection 3 of **SECTION V** below. "Defence Costs" incurred by the "Insurer", or by the "Insureds" with the written consent of the "Insurer", are in addition to the **LIMITS OF LIABILITY**. Payment by the Insurer of "Defence Costs" shall not reduce the **LIMITS OF LIABILITY**.
3. In the event that:
 - (a) the **LIMIT OF LIABILITY** stated the "Declarations" is exhausted by the payment of "Damages" and/or "Investigation Costs"; and

- (b) a "Claim" made or "Begun" against the "Insured Persons" during the "Policy Period" which is covered under **Insuring Agreement A** of **SECTION I** remains outstanding (the Outstanding "Claim"); and
- (c) the "Insured Persons" are not covered for "Loss" arising from the Outstanding "Claim" under any other insurance policy, whether primary or excess, or are covered but the limits under the policy in question have been exhausted by the payment of "Damages" and/or "Investigation Costs",

The **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" shall apply, but only to "Damages" arising from the Outstanding "Claim". The Insurer's maximum aggregate liability for "Damages" arising from all "Claims" made or "Begun" during the "Policy Period" shall then be the sum of the **LIMIT OF LIABILITY** stated on the "Declarations" and the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations". However, the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" shall not apply to "Damages" arising from "Claims" which are covered under **Insuring Agreements B, C, D or E**.

In the event that more than one of the "Insured Persons" is included in the same Outstanding "Claim" and the **ADDITIONAL LIMIT OF LIABILITY** is insufficient to pay all "Damages" arising from the "Claim", the **ADDITIONAL LIMIT OF LIABILITY** shall be prorated among the "Insured Persons" in proportion to their respective legal liability for the awards of "Damages" (i) unless otherwise mutually agreed upon by such "Insured Persons" and the "Insurer", or (ii) unless a court of competent jurisdiction shall decide otherwise.

- 4. "Claims" "Based Upon" the same "Wrongful Act(s)", or "Interrelated Wrongful Acts", committed by one or more "Insureds", shall be considered a single "Loss" and the "Insurer's" liability for "Damages" arising from such single "Loss" shall be limited to the **LIMITS OF LIABILITY** stated in **SECTION V 2** above.

"Derivative Demands" "Based Upon" the same "Wrongful Act(s)", or "Interrelated Wrongful Acts", committed by one or more "Insureds", shall be considered a single "Derivative Demand" and the "Insurer's" liability for "Investigative Costs" arising from such single "Derivative Demand" shall be limited to the **LIMITS OF LIABILITY** stated in **SECTION V 2** above.

- 5. Where "Loss" covered under this Policy is due and payable in accordance with the terms of this Policy, it shall be paid in the following order, unless a court of competent jurisdiction shall decide otherwise:
 - (a) firstly, and to the extent that the **LIMITS OF LIABILITY** permit, to the "Insured Persons" where such "Loss", or portion thereof, is payable under **SECTION I, INSURING AGREEMENTS A or D 1**. However, in the event that more than one of the "Insured Persons" is legally liable or has incurred the same "Loss" and such "Loss" is due and payable at the same time to or on behalf of one or more than one of the "Insured Persons" under this Policy, the total amount of such "Loss" and the **Deductible**, if applicable, shall be prorated amongst the "Insured Persons" in proportion to their respective legal liability for that "Loss" unless otherwise mutually agreed by such "Insured Persons" and the "Insurer";
 - (b) secondly, to the extent that all "Loss" due and payable under (a), above, has been paid and the **LIMITS OF LIABILITY** permit, to the "Entity" or the "Benefit Program" in respect of the "Loss", or portion thereof, payable under **SECTION I, INSURING AGREEMENTS B or D 2**;
 - (c) thirdly, to the extent that all "Loss" due and payable under (a) or (b), above, has been paid and the **LIMITS OF LIABILITY** permit, to the "Entity" or the "Benefit Program", in respect of "Loss" payable under **SECTION I, INSURING AGREEMENTS C or D 3**.
 - (d) fourthly, to the extent that all "Loss" due and payable under (a), (b) or (c) above has been paid and the **LIMITS OF LIABILITY** permit, to the "Entity" and/or the "Insured Persons", in respect of "Investigation Costs" incurred by them which are payable under **Insuring Agreement E**.

- 6. The "Insured" shall only pay one **Deductible** applicable and as stated on the "Declarations" in respect of the sum of all "Damages" arising from a "Claim" or "Investigation Costs" arising from a "Derivative Demand" which is covered in part under more than one of **Insuring Agreements A, B, C, D and E**. The applicable **Deductible** applicable shall be whichever is greater.

Except as otherwise specified in any endorsements attached to this Policy, the "Entity" agrees that, with respect to each and every "Claim", to reimburse the Insurer's payment of "Damages" or, with respect to each and every "Derivative Demand", to reimburse the "Insurer's" payment of "Investigation Costs", up to the amount of the applicable **Deductible** set forth on the "Declarations".

The "Insurer" may pay part or all of the **Deductible** to effect settlement of any "Claim" or suit and upon notification of the action taken, the "Entity" shall promptly reimburse the "Insurer" for such part of the **Deductible** as has been paid by the "Insurer".

SECTION VI - DEFENCE AND SETTLEMENT

- 1. The "Insurer" shall have the right and the duty to defend, with respect to such insurance as is afforded by this Policy, any "Claim" against any of the "Insureds" covered under the terms of this Policy and shall have the right to make such investigation of any "Claim" as it deems expedient, but the "Insurer" shall not settle any "Claim" without the written consent of the "Insureds" who are the subject of the "Claim".
- 2. The right and duty of the "Insurer" to defend any "Claim" or "Claims" made during the "Policy Period" and all the "Insurer's" obligations with respect to "Defence Costs" and "Investigation Costs" under this Policy shall terminate at the earlier of:

- (a) the date on which the "Insurer" tenders to the "Insureds" the remainder of the **LIMIT OF LIABILITY** stated on the "Declarations" or the remainder of the **LIMIT OF LIABILITY** stated on the "Declarations" and the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" if available under subsection 3 of **SECTION V**, in respect of any "Damages" and/or "Investigation Costs" or aggregation of "Damages" and/or "Investigation Costs" payable under the Policy arising from "Claims" and/or "Derivative Demands" for which notice has been given in the same "Policy Period", or
 - (b) the date on which the **LIMIT OF LIABILITY** stated on the "Declarations", or the **LIMIT OF LIABILITY** stated on the "Declarations" and the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations", if available under subsection 3 of **SECTION V**, is exhausted by the payment of any "Damages" and/or "Investigation Costs" or aggregation of "Damages" and/or "Investigation Costs" payable under this Policy arising from "Claims" and/or "Derivative Demands" for which notice has been given in the same "Policy Period".
3. No "Defence Costs" or "Investigation Costs" shall be incurred, nor shall any settlements of "Claims" be made, without the Insurer's consent, such consent not to be unreasonably withheld. However, in the event of such consent being given, the "Insurer" will pay, subject to the provisions of **SECTION V** and of this Policy generally, such "Defence Costs" or "Investigation Costs" and "Loss" resulting from settlements of "Claims" or "Derivative Demands".
4. (a) In any "Claim" or "Derivative Demand" against the "Insureds" and any other party or parties who are not "Insureds" under this Policy, the "Defence Costs" or "Investigation Cost" for which the "Insurer" is responsible shall be limited to those incurred on behalf of and for the principal benefit of the "Insureds" as distinguished from any such other party or parties who are not "Insureds", who shall bear responsibility for their fair share of the "Defence Costs" or "Investigation Costs". In such circumstances the "Insurer" and the "Insureds" and the party or parties who are not "Insureds" will endeavour in good faith to establish, at the earliest opportunity:
- i) a proportional basis for the fair allocation of the "Defence Costs" or "Investigation Costs" that reflects the actual exposure of each of the parties; and
 - ii) agreement as to the retention of counsel and the carriage and conduct of the defence or the investigation.
- (b) In any "Claim" or "Derivative Demand" against the "Insureds" with respect to which one or more "Insureds" are entitled to coverage under this Policy but other "Insureds" are not, the "Defence Costs" or "Investigation Costs" for which the "Insurer" is responsible shall be limited to 100% of all "Defence Costs" or "Investigation Costs" incurred by the "Insureds" in respect of the "Claim", and the balance of 0% shall be paid by the "Insureds" who are not entitled to coverage.
- (c) In any "Claim" or "Derivative Demand":
- i) against the "Insured Persons" with respect to which the "Insured Persons" are entitled only to partial coverage under this Policy, the "Defence Costs" or "Investigation Costs" for which the "Insurer" is responsible shall be limited to 100% of all "Defence Costs" or "Investigation Costs" incurred by the "Insured Persons" or by the "Entity" on their behalf in respect of the "Claim" or "Derivative Demand", and the balance of 0% shall be paid by the "Insured Persons".
 - ii) against the "Entity" with respect to which the "Entity" is entitled only to partial coverage under this Policy, the "Defence Costs" or "Investigation Costs" for which the "Insurer" is responsible shall be limited to 100% of all "Defence Costs" or "Investigation Costs" incurred by the "Entity" in respect of the "Claim" or "Derivative Demand", and the balance of 0% shall be paid by the "Entity".

However, if the "Insured Persons" are covered under **Insuring Agreements A or D** 1. with respect to the "Claim" described in the foregoing subparagraph (b), the "Insurer" will pay the share of "Defence Costs" attributable to the "Entity".

- (d) In the event that the "Insurer" and the "Insureds" and the party or parties who are not "Insureds" are unable to agree on the allocation of "Defence Costs" or "Investigation Costs" or the retention of counsel or the carriage and conduct of the "Insureds" defence against a "Claim" or "Derivative Demand" described in this subsection 4 of **SECTION VI**, then any of them may, by written notice, require that the disputed issue be settled by binding "Arbitration" before a single arbitrator. The binding "Arbitration" shall occur as soon as possible, according to the rules agreed on by the parties. Failing agreement on the arbitrator, the rules of binding "Arbitration" or the schedule of hearing dates, the binding "Arbitration" shall proceed as determined by a court of competent jurisdiction.

SECTION VII - NOTICE OF CLAIM OR DERIVATIVE DEMAND

1. If, during the "Policy Period", any past, present, or future President, Chief Executive Officer, Executive Director, Chief Financial Officer or Treasurer or anyone holding an equivalent position with the "Entity" shall become aware of a "Claim" or "Derivative Demand" for which coverage would be afforded by this Policy, the "Insured" shall, as a condition precedent to any and all obligations of the "Insurer" under this Policy, give written notice thereof to the Authorized Agent as soon as practicable and in no event later than ninety (90) days after the expiration of the "Policy Period", or the Discovery Period if the **DISCOVERY CLAUSE** is engaged, within which the "Claim" or "Derivative Demand" was first made or "Begun".

If the "Insureds" shall fail to give timely notice of a "Claim" or "Derivative Demand" to the Authorized Agent and the "Insurer" suffers prejudice therefrom, the "Insureds" shall forfeit their entitlement to indemnity, defence or any other coverage or benefit in respect of the "Claim" or "Derivative Demand" under this Policy.

2. If, during the "Policy Period", any past, present, or future President, Chief Executive Officer, Executive Director, Chief Financial Officer or Treasurer or anyone holding an equivalent position with the "Entity" shall become aware of any facts or circumstances which may reasonably be expected to give rise to a specific "Claim" or "Derivative Demand" for which coverage would be afforded by this Policy, and written notice of such facts or circumstances and the anticipated "Claim" or "Derivative Demand" is given as soon as practicable to the "Insurer" during the "Policy Period", then the "Claim(s)" or "Derivative Demand(s)" subsequently arising from such facts or circumstances shall be deemed to have been made or "Begun" during the "Policy Period" in which the facts or circumstances were reported.
3. If the "Insureds" give notice to the Authorized Agent of a "Claim" or "Derivative Demand" under **Section VII 1**, then any subsequent "Claim" or "Derivative Demand" "Based Upon" essentially the same facts, "Wrongful Acts" or "Interrelated Wrongful Acts" shall be aggregated with and deemed to be the same as the "Claim" or "Derivative Demand" which was first reported, as the case may be.
4. All such aggregated "Claims" or "Derivative Demands" shall attach to the "Policy Period" during which the first "Claim" or "Derivative Demand" was reported and shall be subject to the same **LIMITS OF LIABILITY** stated on the "Declarations", or the sum of the same **LIMITS OF LIABILITY** on the "Declarations" and the same **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" if available under subsection 3 of **SECTION V**.
5. The "Insureds" shall, as a condition precedent to any and all obligations of the "Insurer" under this Policy, give to the Authorized Agent such information, financial guarantees, and cooperation as it may reasonably require, including but not limited to a description of the "Claim" or "Derivative Demand", or the facts or circumstances, the nature of the specific "Wrongful Act", the nature of the alleged or potential "Loss", the names of actual or potential claimants or complainants, and the manner in which the "Insureds" first became aware of the "Claim", "Derivative Demand" or facts or circumstances.
6. Notice hereunder shall be given to the Authorized Agent of the "Insurer" for the purpose of any notice required to be given to the "Insurer" under the terms and conditions of this Policy
7. After notice is given as provided in **SECTIONS VII 1** and **2** above, the "Insureds" shall, as a condition precedent to any and all obligations of the "Insurer" under this Policy, as soon as practicable, furnish the Authorized Agent with copies of reports, investigations, pleadings and all other documents reasonably connected with the "Claim" or "Derivative Demand" in question. At any time after notice is given, the Authorized Agent shall have the right to examine any "Insured Person" under oath for the purpose of investigating the coverage available.

SECTION VIII - GENERAL CONDITIONS

1. **WARRANTY:** By acceptance of this Policy, the "Insureds" warrant that the information and statements contained in the "Application" and the "Application Information" are true, correct and complete, and acknowledge that the "Application" and the "Application Information" constitute the basis of this Policy and are to be considered as incorporated in and constituting part of this Policy.

However, in respect of this **WARRANTY**, the "Application" and the "Application Information":

- (a) this Policy shall be construed as a separate agreement with each "Insured"; and
- (b) each "Insured Person" shall be bound only by misstatements, misrepresentations or omissions of which they had personal knowledge.

Nothing in this **SECTION VIII 1** shall be construed to increase the Insurer's maximum aggregate liability as set forth in **SECTION V** of this Policy.

2. **SEVERABILITY:**

- (a) For the purposes of applying the **EXCLUSIONS** under this Policy, this Policy shall be construed as a separate agreement with each "Insured".
- (b) For the purpose of determining the applicability of the **EXCLUSIONS** to the "Insured Persons", or any of them, the "Wrongful Act" of any one of the "Insured Persons" shall not be imputed to any other "Insured Person".
- (c) For the purpose of determining the applicability of the Exclusions to the "Entity", the "Wrongful Act" of any one or more of the duly elected or appointed President, Chief Executive Officer, Executive Director, Chief Financial Officer or Treasurer of the "Entity", whether acting jointly or severally, shall be imputed to the "Entity".

Nothing in this **SECTION VIII 2** shall be construed to increase the Insurer's maximum aggregate liability as set forth in **SECTION V** of this Policy.

3. **CANCELLATION:** This Policy may be cancelled by the "Entity" at any time by mailing written notice to the "Insurer" or by the surrender of this Policy to the Insurer. If this Policy is cancelled by the "Entity", the "Insurer" shall refund to the "Entity" the unearned premium, computed in accordance with the Insurer's standard pro-rata table.

This Policy may also be cancelled by the "Insurer" only (i) in the event of non-payment of premium by the "Entity", (ii) by providing to the "Entity's" insurance broker written notice of its intent not to renew this Policy or (iii) at such other time as mutually agreed upon by the "Insurer" and the "Entity".

In the event of non-payment of premium by the "Entity", the "Insurer" shall deliver to the "Entity" or mail to the "Entity" by registered, certified or other first class mail, at the "Entity's" address shown in this Policy, a written notice stating when, not

less than fifteen (15) days thereafter, the cancellation shall become effective. Such notice, if delivered, shall be deemed to be received by the "Entity" on the date of its delivery or, if mailed, on the date it is deposited in the post office.

4. **ACTION AGAINST INSURER:** No action shall be taken against the "Insurer" unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy.

No person or organization shall have any right under this Policy to join the "Insurer" as a party to any action against the "Insureds" to determine their liability, nor shall the "Insurer" be impleaded by the "Insureds" or their legal representatives.

The "Insolvency" of any of the "Insureds", or of their respective estates, shall not relieve the "Insurer" of any of its obligations hereunder.

5. **CHOICE OF LAW AND JURISDICTION**

This Policy will be governed by the and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

6. **MERGER, ACQUISITION, CONSOLIDATION or LOSS OF CONTROL:** In the event that fifty percent (50%) or more of the voting shares of the "Entity" named on the "Declarations" are acquired by any person, entity or group of affiliated persons or entities other than whoever was holding said shares at the effective date stated on the "Declarations", or in the event that the "Entity" named on the "Declarations", or any "Benefit Program" named on the "Declarations" or otherwise added to this Policy by endorsement, merges or amalgamates with or is consolidated into another entity or into another "Benefit Program", or otherwise ceases to govern and administer its own affairs, written notice thereof shall be given to the "Insurer" as soon as practicable, and in no event later than ninety (90) days thereafter, together with such information as the "Insurer" may request.

Effective the date of such merger, acquisition, consolidation or loss of control:

- (a) the entire Premium charged for this Policy will be deemed to be fully earned and no refund will be paid; and
- (b) this Policy shall only apply to "Wrongful Acts" and "Fiduciary Wrongful Acts" committed on or before the effective date of such merger, acquisition, consolidation or loss of control and to any "Claims" or "Derivative Demands" made prior to the expiration of the "Policy Period" unless the Insurer, at its option, agrees to insure the surviving entity or the surviving "Benefit Program's".

If the "Insurer" elects to not insure the surviving entity or "Benefit Program's", the "Entity" or the surviving entity shall have the right to exercise the **DISCOVERY CLAUSE**. Should the **DISCOVERY CLAUSE** be exercised by the "Entity" or the surviving entity or surviving "Benefit Program's", the extension of coverage shall be limited to "Insured Persons", "Entity" and "Benefit Program's" as they existed prior to such merger, acquisition, consolidation or loss of control.

7. **SUBROGATION:** In the event of any payment under this Policy, the "Insurer" shall be subrogated to the extent of such payment in all the rights and recourses of the "Insureds". The "Insureds" shall execute all papers required and shall do everything that may be necessary to secure such actual or potential rights, including the execution of such documents as may be necessary to enable the "Insurer" effectively to bring suit in the name of the "Insureds".

The "Insurer" shall not exercise its rights of subrogation against an "Insured Person" unless and to the extent that any of the **EXCLUSIONS** in subsection **B: BENEFIT OF DOUBT EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** of **SECTION IV, EXCLUSIONS** of this Policy applies to such "Insured Person".

8. **CURRENCY:** "Loss" shall be paid in the legal currency of Canada. In the event that judgment is rendered or a settlement is denominated in a currency other than Canadian dollars, payment under this Policy shall be made in Canadian dollars at the rate of exchange published in The Globe and Mail on the date the final judgment becomes enforceable or the amount of settlement is agreed upon, respectively.
9. **PRESUMPTIVE INDEMNIFICATION:** For purposes of the coverage afforded to "Insured Persons" by this Policy, the "Entity" and any "Benefit Program" shall be deemed conclusively to have indemnified the "Insured Persons" for any "Claim" or "Loss" for which it is permitted or required by law to indemnify them, unless the "Entity" or the "Benefit Program" is in "Insolvency".

If for any reason, other than "Insolvency", the "Entity" or the "Benefit Program" refuses to indemnify its "Insured Persons" for any "Claim" or "Loss" for which it is permitted or required by law to indemnify them, the "Insurer" will pay the "Claim" or "Loss" on behalf of the "Insured Persons". In such instances, the "Insurer" shall have the contractual right hereunder to recover from the "Entity" or the "Benefit Program" the amount of such "Claim" or "Loss" equal to the **Deductible** set forth on the "Declarations" not satisfied by the "Entity" or the "Benefit Program" and the "Insurer" shall be subrogated to the rights of the "Insured Persons" insured hereunder.

10. **TERRITORY:** This Policy shall apply to "Claims" or "Derivative Demands" made against any "Insured" anywhere in the world.

SECTION IX - ENTITY AS AGENT

By acceptance of this Policy, the "Insureds" agree that unless:

- (a) there exists a real and present conflict between their interests and those of the "Entity"; and
- (b) written notice of the conflict has been given to the "Entity" and the "Insurer"; the "Entity" shall act on behalf of all "Insured Persons":
 - (i) in preparing, signing and submitting the "Application" and "Application Information" to the "Insurer";
 - (ii) in paying premiums due to the "Insurer";
 - (iii) in providing notice under subsection 1 of **SECTION III**;
 - (iv) in agreeing on allocation, the retainer of counsel or the carriage and conduct of the defence, as the case may be, under subsection 4 of **SECTION VI** or in arbitrating any dispute under subsection 4 of **SECTION VI**;
 - (v) in giving notice of any "Claim" or "Derivative Demand" under subsection 1 of **SECTION VII** or of facts or circumstances under subsection 2 of **SECTION VII**;
 - (vi) in cancelling this Policy or receiving notice of cancellation under subsection 3 of **SECTION VIII**;
 - (vii) in receiving any return premiums that may be due under this Policy;
 - (viii) in providing cooperation under subsection 5 of **SECTION VII**;
 - (ix) in providing notice under subsection 5 of **SECTION VIII**.

NOT FOR PROFIT DIRECTORS' AND OFFICERS' LIABILITY COVERAGE

O.P.P. DETACHMENT BOARD AMENDMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Words and phrases that appear in bold and/or in quotation marks are defined within the present endorsement or in the form(s) to which this endorsement is attached. These definitions apply to the singular and the plural of these terms as circumstances and context require.

This endorsement is attached to the Not for Profit Directors' and Officers' Liability Form and, except as otherwise provided in this endorsement, is subject to all terms, conditions, exclusions and limitations applicable to such form.

It agreed that:

1. SECTION I – INSURING AGREEMENTS D. Fiduciary Insurance is deleted. All references to Insuring Agreement D. in this Policy are also deleted. This Policy is deemed amended to the extent necessary to effect the purpose and intent of this paragraph.

2. SECTION II - DEFINITIONS is amended as follows:

- 2.1. by deleting subparagraph (b) of Definition 3. "**Applicant**".
- 2.2. by deleting subparagraph (d) of Definition 18. "**Entity**".
- 2.3. by deleting subparagraph (f) of Definition 28. "**Insured Person**" and changing the reference to subparagraphs "(a) to (f)" in subparagraphs (g) and (h) to reference subparagraphs "(a) to (e)".
- 2.4. Definition 32. "**Member**" is deleted. All references to such term in this Policy are also deleted.
- 2.5. Definition 50. "**Third Party**" is deleted. All references to such term in this Policy are also deleted.
- 2.6. Definition 54. "**Wrongful Employment or Membership Practice(s)**" is deleted and replaced by the following:
 54. "**Wrongful Employment Practices**" means, with respect to an "Employee", "Applicant", or "Volunteer" only, any actual or alleged:
 - (a) wrongful denial of admission or status to a "Volunteer";
 - (b) wrongful termination, dismissal, or discharge (either actual or constructive) of an "Employee";
 - (c) wrongful termination of status or expulsion of a "Volunteer";
 - (d) breach of any oral or written employment contract or agreement, or quasi employment contract or agreement, or any contract or agreement relating to status as a "Volunteer";
 - (e) misrepresentation relating to employment or to status as a "Volunteer";
 - (f) discrimination relating to employment or to status as a "Volunteer";
 - (g) wrongful failure to employ or promote, or wrongful discipline, demotion, deprivation of a career opportunity, or failure to grant tenure, or negligent "Employee", or "Volunteer" evaluation;
 - (h) libel or slander relating to employment or relating to an individual in their capacity as a "Volunteer";
 - (i) workplace harassment (including sexual harassment), or retaliation, or invasion of privacy, or employment-related defamation, or employment-related wrongful infliction of emotional distress, or other unwelcome verbal, visual or physical conduct of a provocative nature that creates an intimidating, hostile or offensive working environment;
 - (j) retaliatory treatment of an "Employee", or "Volunteer" as a result of such "Employee's", or "Volunteer's" exercise of their rights pursuant to any "Statute", or arising from such "Employee's", or "Volunteer's" "Whistleblower Activity" or arising from such "Employee's", or "Volunteer's" involvement with or report to a regulatory or government agency with respect to the "Entity's" activities or operations.

All references in this Policy to the term "Wrongful Employment or Membership Practice(s)" are replaced with the term "Wrongful Employment Practices".

2.7. Definition 55. "**Wrongful Employment or Membership Practices Claim**" is deleted and replaced by the following:

55. "**Wrongful Employment Practices Claim**" means a "Claim" "Based Upon" "Wrongful Employment Practices".

All references in this Policy to the term "Wrongful Employment or Membership Practices Claim" are replaced with the term "Wrongful Employment Practices Claim"

2.8. The following definition is added.

"**Law enforcement activities**" means: any official activity, officially sanctioned off-duty activity, or ownership, maintenance, operation or use of any premises, relating to but not limited to functions of

- (a) crime prevention;
- (b) law enforcement;
- (c) maintaining the public peace;
- (d) emergency response;
- (e) assistance to victims of crime;
- (f) any other prescribed policing functions.

3. Exclusions 2, 3, 4, 8, 11 and 12 of **SECTION IV - EXCLUSIONS A. GENERAL EXCLUSIONS APPLICABLE TO INSURING AGREEMENTS A, B, C and E** are deleted and replaced by the following:

2. "Based Upon" bodily injury, sickness, disease, handicap, impairment or death of any person.

However, this exclusion shall not apply:

- (a) to "Defence Costs" in connection with a "Prosecution" against the "Insured Persons" by the Crown in Canada pursuant to Section 217.1 of the Criminal Code of Canada (as amended by Bill C-45) or similar provisions of any provincial or foreign "Statute" including, without limitation, the Corporate Manslaughter and Corporate Homicide Act 2007 of the United Kingdom; or
- (b) to any "Claim" that specifically alleges that "Wrongful Employment Practices" have been committed; or
- (c) to any "Claim" against the "Insured Persons" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement;

3. "Based Upon" damage to or destruction of any tangible or intangible property, including loss of use thereof;

4. "Based Upon" (a) false arrest, detention or imprisonment; or (b) malicious prosecution; or (c) libel, slander or defamation of character; or (d) humiliation; or (e) discrimination; or (f) wrongful entry or eviction or invasion of any right of privacy.

However, this exclusion shall not apply to any "Claim" that specifically alleges that "Wrongful Employment Practices" have been committed or to any "Claim" against the "Insured Persons" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement.

8. "Based Upon":

- (a) the actual or threatened presence, discharge, dispersal, release, escape or disposal of "Pollutants" in or on real or personal property (immoveable or moveable), water or the atmosphere, whether such presence, discharge, dispersal, release, escape or disposal is intentional or accidental; or
- (b) any direction or request that the "Entity" or the "Benefit Program" test for, monitor, reduce, clean up, remove, contain, treat, detoxify or neutralize "Pollutants" or any voluntary decision to do so.

However, this exclusion shall not apply:

- (i) to any "Derivative Demand"; or
- (ii) to "Loss" resulting from a "Claim" for "Wrongful Employment Practices"; or
- (iii) with respect to coverage provided under **Insuring Agreement A** of this Policy, to "Defence Costs" incurred defending the "Insured Persons" in respect of a "Claim" "Based Upon" the matters described in 8 (a) and 8 (b) above but only if such "Claim" is first brought, commenced and conducted in a jurisdiction within the territorial limits of Canada: or
- (iv) to "Defence Costs" incurred in respect of a "Claim" "Based Upon" the matters described in 8 (a) and 8 (b) above, which alleges a violation of the *Canadian Environmental Protection Act, S.C. 1999, c. 33, or the Ontario Environmental Protection Act, R.S.O. 1990, c. E-19*, or similar provisions of any Canadian provincial, territorial or local environmental protection law;

11. "Based Upon" any violation of the responsibilities, obligations or duties imposed by or pursuant to any "Statute" governing or in any way relating to a "Government Sponsored Benefit Plan".

However, this exclusion shall not apply to any "Claim" for retaliatory treatment of any claimant as a result of such claimant's exercise of rights pursuant to such "Government Sponsored Benefit Plan";

12. "Based Upon":

- (a) any breach of any contract or agreement, whether verbal or written, by the "Entity", including without limitation any commercial contractual liability of the "Entity" to an existing or potential customer, client, consumer, distributor, supplier, franchisee, franchisor, vendor, agent, representative, service provider, or other business invitee of the "Entity"; or
- (b) any liability of others assumed by the "Entity" under any contract or agreement, whether verbal or written.

However, this exclusion shall not apply (i) to the "Insured Persons", or (ii) to "Defence Costs" incurred by the "Entity" in connection with "Wrongful Employment Practices Claims", or (iii) to the extent the "Insured" would have been liable in the absence of such contract or agreement;

4. The following exclusions are added to **SECTION IV – EXCLUSIONS A. GENERAL EXCLUSIONS APPLICABLE TO INSURING AGREEMENTS A, B, C and E**:

Under **Insuring Agreements A, B, C and E** the "Insurer" shall have no obligation to defend any "Insured" or to make any payment for "Loss" or "Investigation Costs" in connection with any "Claim" or "Derivative Demand":

"Based Upon" any "Law enforcement activities"

However, this exclusion shall not apply to "Defence Costs" incurred, with the prior written consent of the Insurer, in connection with such "Claim" or "Derivative Demand".

"Based Upon" any "Fiduciary Wrongful Act".

5. **SECTION V - LIMITS OF LIABILITY is amended as follows:**

5.1. Subsection 2 is deleted and replaced by the following:

2. The **LIMITS OF LIABILITY** shall be the amounts set forth on the "Declarations", and the amount shown on the "Declarations" shall be the maximum aggregate liability of the "Insurer" with respect to all "Damages", "Investigation Costs" and "Defence Costs" arising from all "Claims" and "Derivative Demands" made or "Begun" during the "Policy Period", regardless of the number of "Insureds" involved, subject however to subsection 3 of **SECTION V** below. "Defence Costs" incurred by the "Insurer", or by the "Insureds" with the written consent of the "Insurer", are part of, and not in addition to the **LIMITS OF LIABILITY** Payment by the "Insurer" of "Defence Costs" shall reduce the **LIMITS OF LIABILITY**.

5.2. Subsection 3 is deleted in and replaced by the following:

3. In the event that:

- (a) the **LIMIT OF LIABILITY** stated on the "Declarations" is exhausted by the payment of "Damages", "Investigation Costs" and/or "Defence Costs"; and
- (b) a "Claim" made or "Begun" against the "Insured Persons" during the "Policy Period" which is covered under **Insuring Agreement A of SECTION I** remains outstanding (the Outstanding "Claim"); and
- (c) the "Insured Persons" are not covered for "Loss" arising from the Outstanding "Claim" under any other insurance policy, whether primary or excess, or are covered but the limits under the policy in question have been exhausted,

The **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" shall apply, but only to "Damages" and "Defence Costs" arising from the Outstanding "Claim". The Insurer's maximum aggregate liability for "Damages" and "Defence Costs" arising from all "Claims" made or "Begun" during the "Policy Period" shall then be the sum of the **LIMIT OF LIABILITY** stated on the "Declarations" and the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations". However, the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" shall not apply to "Damages" or "Defence Costs" arising from "Claims" which are covered under Insuring Agreements B, C or E.

In the event that more than one of the "Insured Persons" is included in the same Outstanding "Claim" and the **ADDITIONAL LIMIT OF LIABILITY** is insufficient to pay all "Damages" and "Defence Costs" arising from the "Claim", the **ADDITIONAL LIMIT OF LIABILITY** shall be prorated among the "Insured Persons" in proportion to their respective legal liability for the awards of "Damages" (i) unless otherwise mutually agreed upon by such "Insured Persons" and the "Insurer", or (ii) unless a court of competent jurisdiction shall decide otherwise.

5.3 The first paragraph of subsection 4. is deleted and replaced by the following:

"Claims" "Based Upon" the same "Wrongful Act(s)", or "Interrelated Wrongful Acts", committed by one or more "Insureds", shall be considered a single "Loss" and the "Insurer's" liability for "Damages" and "Defence Costs" arising from such single "Loss" shall be limited to the **LIMITS OF LIABILITY** stated in **SECTION V 2** above.

5.4 Subsection 6. is deleted and replaced by the following:

6. The "Insured" shall only pay one **Deductible** applicable and as stated on the "Declarations" in respect of the sum of all "Damages" and Defence Costs" arising from a "Claim" or "Investigation Costs" arising from a "Derivative Demand" which is covered in part under more than one of Insuring **Agreements A, B, C and E**. The applicable **Deductible** applicable shall be whichever is greater.

Except as otherwise specified in any endorsements attached to this Policy, the "Entity" agrees that, with respect to each and every "Claim", to reimburse the Insurer's payment of "Damages" and "Defence Costs" or, with respect to each and every "Derivative Demand", to reimburse the "Insurer's" payment of "Investigation Costs", up to the amount of the applicable **Deductible** set forth on the "Declarations".

The "Insurer" may pay part or all of the **Deductible** to effect settlement of any "Claim" or suit and upon notification of the action taken, the "Entity" shall promptly reimburse the "Insurer" for such part of the **Deductible** as has been paid by the "Insurer".

6. Subsection 2 of **SECTION VI - DEFENCE AND SETTLEMENT** is deleted and replaced by the following:

2. The right and duty of the "Insurer" to defend any "Claim" or "Claims" made during the "Policy Period" and all the "Insurer's" obligations with respect to "Defence Costs" and "Investigation Costs" under this Policy shall terminate at the earlier of:

- (a) the date on which the "Insurer" tenders to the "Insureds" the remainder of the **LIMIT OF LIABILITY** stated on the "Declarations" or the remainder of the **LIMIT OF LIABILITY** stated on the "Declarations" and the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" if available under subsection 3 of **SECTION V**, in respect of any "Damages", "Investigation Costs" and/or "Defence Costs" or aggregation of "Damages", "Investigation Costs" and/or Defence Costs" payable under the Policy arising from "Claims" and/or "Derivative Demands" for which notice has been given in the same "Policy Period", or
- (b) the date on which the **LIMIT OF LIABILITY** stated on the "Declarations", or the **LIMIT OF LIABILITY** stated on the "Declarations" and the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations", if available under subsection 3 of **SECTION V**, is exhausted by the payment of any "Damages", "Investigation Costs" and/or "Defence Costs" or aggregation of "Damages", "Investigation Costs" and/or "Defence Costs" payable under this Policy arising from "Claims" and/or "Derivative Demands" for which notice has been given in the same "Policy Period".

7. The following subsection has been added to **SECTION VIII – GENERAL CONDITIONS**:

7. ACCUMULATION OF LIMITS

It is agreed that if a "Loss" from any "Claim" covered by this Form is also covered by the Municipal Liability Form, then the maximum limit of the Insurer's liability under both Forms, shall not exceed, in the aggregate, the highest applicable Limit of Liability under any one Form. In no event shall the Limits of Liability under these Forms be cumulative.

Nothing in this endorsement is intended, nor shall be construed, to increase the Limit of Liability of this Form or the Municipal Liability Form also issued by the Insurer.

All other terms, conditions and limitations of this Policy shall remain unchanged.

**NOT FOR PROFIT DIRECTORS' AND OFFICERS' LIABILITY
COMMUNICABLE DISEASE OUTBREAK EXCLUSION ENDORSEMENT
ALL OPERATIONS**

THIS EXCLUSION ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE NOT FOR PROFIT DIRECTORS' AND OFFICERS' LIABILITY POLICY TO WHICH IT IS ATTACHED.

THIS ENDORSEMENT APPLIES TO ALL OPERATIONS OF THE NAMED INSURED.

Words and phrases that appear in quotation marks have the special meaning defined below or in the form(s) to which this endorsement is attached. These definitions apply to the singular and the plural of these terms as circumstances and context require.

COMMUNICABLE DISEASE OUTBREAK EXCLUSION

1. Notwithstanding any provision to the contrary, this policy does not insure, and there is no coverage for, any "Claim", "Fiduciary Claim", "Wrongful Employment or Membership Practices Claim", "Derivative Demand", "Wrongful Act", "Loss", "Damages", "Defence Costs", "Investigation Costs", bodily injury, sickness, disease, handicap, impairment, death, humiliation, discrimination or other liability, loss, injury, damages, damage, cost, expense or any other amount, in whole or in part, "Based Upon", directly or indirectly caused by, related to or otherwise in connection with:

- (a) a communicable disease, including fear or threat of a communicable disease (whether actual or perceived); or
- (b) any actual, alleged or threatened virus, bacterium or other micro-organism that induces or is capable of inducing a communicable disease;

if such communicable disease is or has been declared, or determined to be, a pandemic, epidemic, outbreak, disaster or public health or other emergency by the World Health Organization, or any agency or authority tasked with overseeing international or global public health, or by the Canadian government, including any federal, provincial, territorial or local agency, authority or official.

This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense.

However, section 1. does not apply to communicable diseases caused by contamination of "potable water" provided that such contamination has not been declared, determined or recognized to be caused by a pandemic or epidemic by the World Health Organization, or any agency or authority tasked with overseeing international or global health, or by the Canadian government, including any federal, provincial or territorial agency, authority or official.

2. The exclusion in paragraph 1. applies even if negligence or other wrongdoing is alleged against any "Insured" in:
 - (a) supervising, hiring, employing, training or monitoring others who may be infected with and spread a communicable disease;
 - (b) testing or failure to test for a communicable disease, virus, bacterium or other micro-organism;
 - (c) the transmission, spread or failure to prevent the transmission or spread of a communicable disease, virus, bacterium or other micro-organism;
 - (d) the failure to report a communicable disease to authorities;
 - (e) any supervision, instructions, testing, reporting, recommendations, warnings or advice given, or which should have been given;
 - (f) cleaning-up, removing, detoxifying or containing the virus, bacterium or other micro-organism; or
 - (g) the "abuse" of a person.
3. Where this exclusion applies to a "Claim" or "Derivative Demand", it supersedes any exclusion or coverage granted relating to "Pollutants".
4. Where this exclusion applies to a "Claim" or "Derivative Demand", it supersedes any exclusion or coverage granted relating to "Fungi" or "Spores".
5. Subsection 4 of Section VI, DEFENCE AND SETTLEMENT under the Not For Profit Directors' And Officers' Liability form shall have no application to any "Claim" or "Derivative Claim" to which this Communicable Disease Outbreak Exclusion applies.

DEFINITIONS

For the purposes of this exclusion:

"Potable Water" means water intended and provided for human consumption.

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

SCHEDULE OF COVERAGE

Non-Owned Automobile

Form-Edition	Coverage Description	Deductible	(\$ Limit of Insurance	(\$ Premium
CWGX3033-0514	Non-Owned Automobile Liability		5,000,000	85
	Ninety Day Termination Endorsement		Included	
	S.E.F. No. 96 Contractual Liability		Included	
	S.E.F. No. 99 Excluding Long Term Leased Vehicle		Included	
CNGX3027-0114	S.E.F. No. 94 Legal Liability - All Perils	500	50,000	
CNGX3320-0114	O.E.F. 98B Reduction of Coverage - Leased Vehicles		Included	
Total				85

Subscription Form

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted thereof or added thereto by endorsement, the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly agree, each for the proportion set against its name in the List of Subscribing Companies, that if the insurance described in the Schedule of Coverage of this policy is provided by the terms of this policy and endorsements attached hereto, while the policy is in force, the Insurers will indemnify the Insured against the loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual, or such other proportion as may be substituted by endorsement.

Subscribing Companies

Insurers	Participation (%)	(\$) Premium
Intact Insurance Company	42.25	36
Underwriters at Lloyd's under Contract Number B1820LNR24C042	37.75	32
Temple Insurance Company	20.00	17
Total	100	85

NON-OWNED AUTOMOBILE LIABILITY FORM

Including S.E.F. No. 96 and S.E.F. No. 99

This policy provides occurrence coverage. 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 "Named Insured" refer to the "Named Insured" shown in the "declarations", and any other person or organization qualifying as the "Named Insured" under this policy. The word "Insurer" refers to the Company or Companies providing this policy.

Other words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured" as follows:

INSURING AGREEMENT THIRD PARTY LIABILITY

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 form:

1. for any liability which arises from the use or operation of any automobile while personally driven by the "Insured" if the "Insured" is an Individual; or
2. *for any liability imposed upon any person "Insured" by this form;
 - (a) by any worker's compensation law; or
 - (b) by any law for bodily injury to or the death of the "Insured" while engaged in the business of the "Named Insured"; or
3. for any liability assumed by any "Insured" under this form voluntarily under any contract or agreement; or
4. for loss or damage to property carried in or upon an automobile personally driven by any "Insured" under this form or to any property owned or rented by, or in the care, custody or control of any such person; or
5. for any amount in excess of the limit of insurance shown in the "declarations" and expenditures provided for in the Additional Agreements of this form, subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

*Not applicable in the Province of Ontario

ADDITIONAL AGREEMENTS OF INSURER

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

1. upon receipt of notice of loss or damage caused to persons or property to serve any "Insured" under this form by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting "claims", as may be deemed expedient by the Insurer; and
2. to defend in the name and on behalf of any "Insured" under this form 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 "Insured" under this form 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 "Insured" under form for outlay for such medical aid as may be immediately necessary at the time of such injury; and
5. be liable up to the minimum limit(s) prescribed for that Province or Territory of Canada in which the accident occurred, if that limit(s) is higher than the limit of insurance shown in the "declarations"; and
6. not set up any defense to a "claim" that might not be set up if the form were a motor vehicle liability policy issued in the Province or Territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this form, every "Insured" under this form

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

GENERAL PROVISIONS

1. "Additional Insured"

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the "Insured", every

- (a) Council, Commission or Committee Members of the "Named Insured";
- (b) Trustees, Board Members, Directors, Partners or Executive Officers created by the "Named Insured's" charter, constitution, by-laws or any other similar governing document;
- (c) Foster Parent and Kinship Care Provider. In no event shall the term Kinship Care Provider include Kinship Service Providers. Customary Care Providers are included in this definition only if caring for a child under the supervision of the "Named Insured" in formal customary care as evidenced by a Customary Care Agreement with the "Named Insured";
- (d) Employees or volunteers;

who, with the consent of the owner thereof, personally drives:

- (i) in the business of the "Named Insured" as shown in the "declarations", any automobile not owned in whole or in part by or licensed in the name of (a) the "Named Insured", or (b) such "Additional Insured", or (c) any person or persons residing in the same dwelling premises as the "Named Insured" or such "Additional Insured", or
- (ii) any automobile hired or leased in the name of the "Named Insured" except an automobile owned in whole or in part or licensed in the name of such "Additional Insured".

2. Coverage Territory

The insurance afforded under this form 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. Two or More Automobiles

When two or more automobiles are insured hereunder the terms of this form shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects third party liability Limit of Insurance as shown on the "declarations".

DEFINITIONS

When used in this endorsement:

1. "Additional Insured" means:

- (a) Council, Commission or Committee Members of the "Named Insured";
- (b) Trustees, Board Members, Directors, Partners or Executive Officers created by the "Named Insured's" charter, constitution, by-laws or any other similar governing document;
- (c) Foster Parent and Kinship Care Provider. In no event shall the term Kinship Care Provider include Kinship Service Providers. Customary Care Providers are included in this definition only if caring for a child under the supervision of the "Named Insured" in formal customary care as evidenced by a Customary Care Agreement with the "Named Insured";
- (d) Employees or volunteers.

2. "Another Object" includes

- (a) a vehicle to which the automobile is attached; and
- (b) the surface of the ground and any object therein or thereon.

3. "Automobiles Operated Under Contract" means automobiles operated in the business of the "Named Insured" as shown in the "declarations" where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of any "Insured".

4. "Application" means all signed applications, including materials and attachments prepared specifically for and submitted therewith, for this policy and for any similar policy in an uninterrupted series of policies issued by the Insurer of which this policy is a renewal or replacement.

All such applications, attachments and materials are deemed attached to and incorporated into this policy.

5. "Claim" means a civil proceeding or demand in which compensatory damages, to which this insurance applies, are claimed, including any other alternative dispute resolution procedure, such as arbitration or mediation, to which the "Insured" submits with the Insurer's consent.

6. "Declarations" means the "declarations" page, including any associated schedules of coverage, applicable to this policy.

7. "Hired Automobiles" means automobiles hired or leased from others with or without drivers, used under the control of the "Named Insured" in the business as shown in the "declarations" but shall not include any automobile owned in whole or in part by or licensed in the name of any "Insured".

8. "Insured" means the "Named Insured" and any "Additional Insured".

STATUTORY CONDITIONS

The insurance provided under this coverage is subject to the Standard Non-Owned Automobile Policy the Automobile Statutory Conditions approved by the Superintendent of Insurance for the Province in which this policy is issued and available upon request from the Insurer.

FURTHER CONDITIONS

The coverage provided by this form is subject to the following endorsements:

NINETY DAY TERMINATION ENDORSEMENT

It is understood and agreed that Automobile Statutory Conditions - Termination clause is amended to read as follows:

1. This contract may be terminated,
 - (a) by the Insurer giving to the "Insured" ninety days' notice of termination by registered mail;
 - (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 Ninety days mentioned in clause (a) of sub-condition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

CONTRACTUAL LIABILITY ENDORSEMENT - S.E.F. NO. 96

It is understood and agreed that Item 3. of INSURING AGREEMENT - THIRD PARTY LIABILITY of this form is amended to read as follows:

3. for any liability assumed by any person insured by this form voluntarily under any contract or agreement other than those stated below:

All written contracts entered into by the "Insured".

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

In consideration of the premium for which this form is issued, it is understood and agreed that "Hired Automobiles" as shown under the DEFINITIONS of this form is hereby amended to read as follows:

The term "hired automobiles" as used in this form means automobiles:

- (a) hired or leased from others with drivers; or
- (b) hired or leased by the "Named Insured" from others without drivers

for periods not exceeding thirty (30) days, used under the control of the "Named Insured" in the business as shown in the "declarations" but shall not include any automobile owned in whole or in part by or licensed in the name of any "Insured".

LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

S.E.F. 94 EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE NON-OWNED AUTOMOBILE FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Named Insured".

INSURING AGREEMENT

Legal Liability For Damage To Hired Automobiles

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

Subsection 1. ALL PERILS - from all perils;

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

Subsection 3. COMPREHENSIVE - from any peril other than by collision with "another object" or by upset; Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this Subsection 3.

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

DEDUCTIBLE AGREEMENT

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

TWO OR MORE AUTOMOBILES

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

EXCLUSIONS

The Insurer shall not be liable:

1. for loss or damage to any automobile while personally driven by the "Insured" if the "Insured" is an individual ; or
2. under any subsection hereof for loss or damage
 - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
 - (b) to any automobile while being used without the consent of the owner thereof, or
 - (c) caused directly or indirectly by contamination by radioactive material; or
 - (d) to contents of trailers or to rugs or robes; or
 - (e) to tapes and equipment for use with a tape recorder when detached therefrom; or
 - (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - (g) for any amount in excess of the limit stated in the "declarations" and expenditures provided for in the ADDITIONAL AGREEMENTS of the form to which this endorsement is attached; or
3. under subsections 3. Comprehensive; 4. Specified Perils for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the "Insured", or by any employee of the "Insured" engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the form provides insurance under subsections 1. or 2.

ADDITIONAL AGREEMENTS

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

THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

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

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

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE NON-OWNED AUTOMOBILE FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured".

Purpose of this endorsement:

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

How the policy coverage is changed:

The Insurer also agrees to pay on behalf of any "Insured" who, in the business of the "Named Insured" as shown in the "declarations", leases an automobile for a period of not more than thirty (30) days in their own name, all sums which such "Insured" is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s). The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the "Insured".

Underlying coverage available to the "Insured" includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

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

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

2025 Budget Dufferin O.P.P. Detachment Board Melancthon Township, Town of Mono, Mulmur Township		
	2024	2025
Insurance	\$ 4,008.96	\$ 4,400.00
Provincial Representative Per Diem	\$ 150.00	\$ 375.00
Meeting Expenses	\$ -	\$ 100.00
Total	\$ 4,158.96	\$ 4,875.00



Dufferin Ontario Provincial Police

Townships of Melancthon, Mono, and Mulmur

Police Services Board Report 3rd Quarter 2024

Detachment Commander's Report

It is my pleasure to provide this report to the Townships of Melancthon, Mono, and Mulmur Police Services Board. The Detachment Personnel are committed to providing a professional policing service that addresses identified community needs and concerns.

THE PROMISE OF THE OPP

OPP Vision Safe Communities . . . A Secure Ontario.

OPP Mission

To serve our province by protecting its citizens, upholding the law, and preserving public safety.

OPP Values

Serving with **PRIDE, PROFESSIONALISM, & HONOUR**

Interacting with **RESPECT, COMPASSION, & FAIRNESS**

Leading with **INTEGRITY, HONESTY, & COURAGE**

Always doing the right things for the right reasons.

OPP Detachment Board Report
Report Information Page

Report Data Source Information:

Data Sources Utilized

- Niche RMS – CTSB Data Feed
- Collision Reporting System (eCRS)
- POIB File Manager
- Daily Activity Reporting System

Niche RMS

RMS data presented in this report is dynamic in nature and any numbers may change over time as the OPP continue to investigate and solve crime.

The following report tabs acquire their data from the OPP Niche RMS – CTSB Data Feed

- Complaints (Public Complaints Section Only)
- Charges
- Warnings
- Violent Crime
- Property Crime
- Drug Crime
- Clearance Rate
- Unfounded
- Other Crime
- Youth Charges
- MHA – Mental Health Act
- Overdose
- Victim Services

Collision Reporting System (eCRS)

Traffic related data for Collisions and Fatalities are collected from the OPP eCRS application.

The following report tabs acquire their data from the OPP eCRS (Collision Reporting System)

- Collisions
- Fatalities

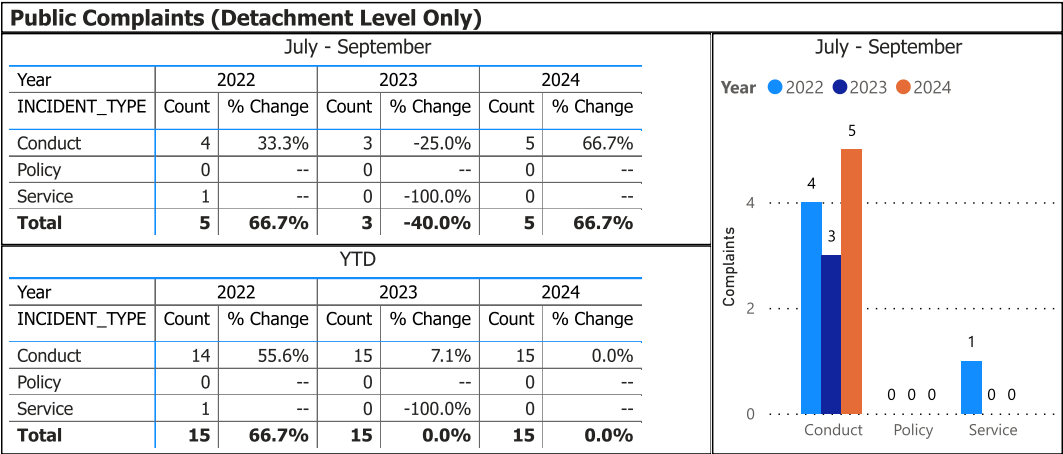
DAR (Daily Activity Reporting)

Patrol hours are collected from the OPP DAR application.

The following report tabs acquire their data from the OPP DAR (Daily Activity Reporting)

- Complaints (Patrol Hours Section Only)

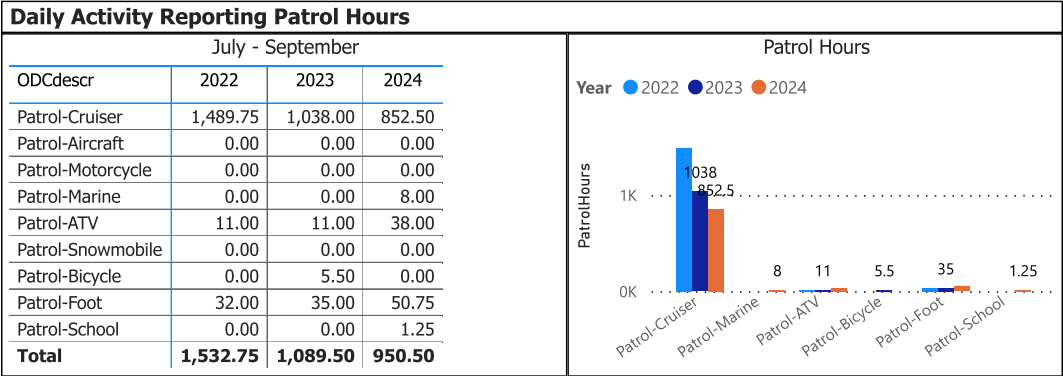
OPP Detachment Board Report
Records Management System
July - September 2024



Data source: RMS Data Feed
Ontario Provincial Police, Professional Standards Bureau Commander Reports - File Manager System

Data source date:
15-Oct-2024

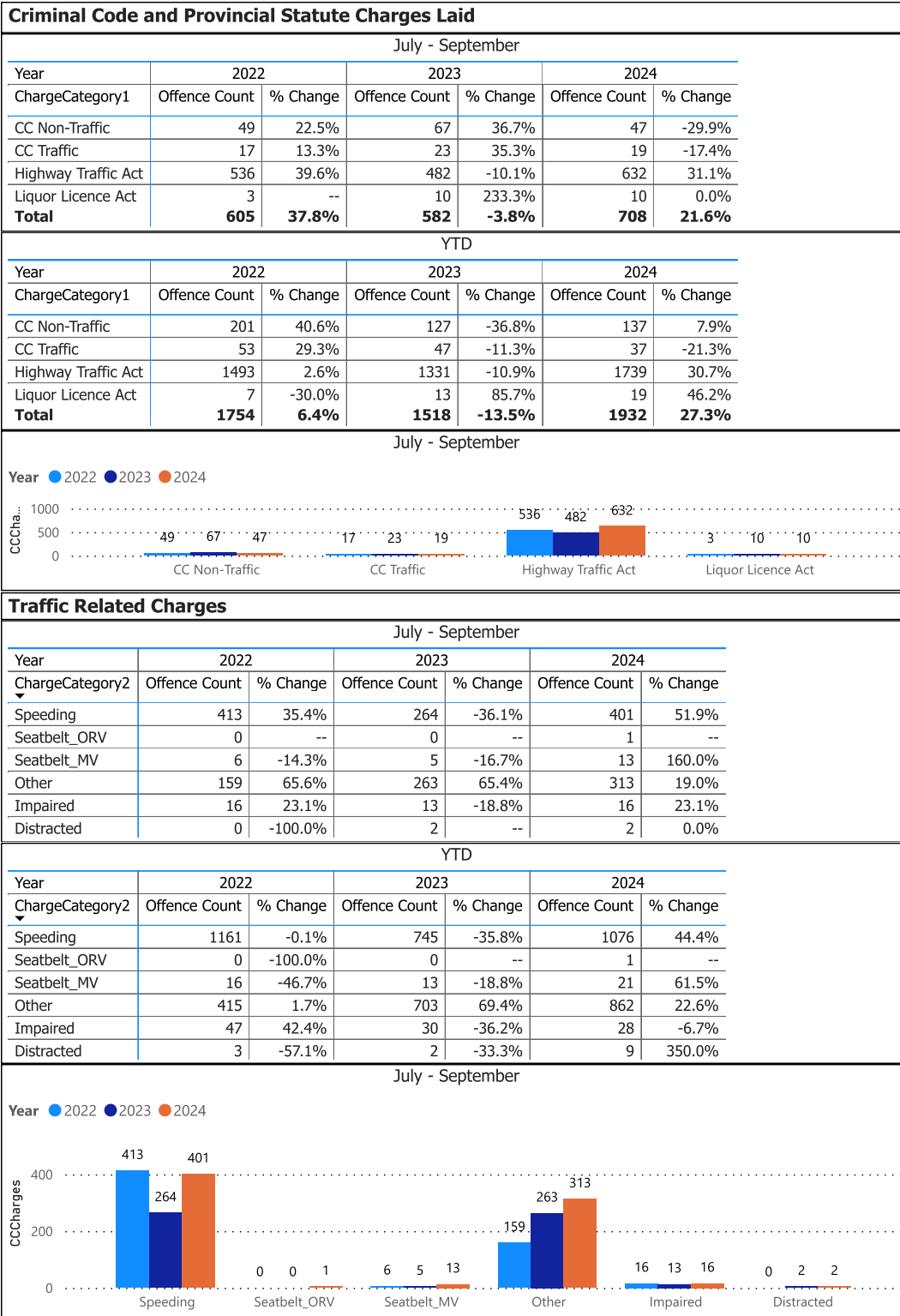
Daily Activity Reporting



Data source (Daily Activity Reporting System) date:
15-Oct-2024

Detachment 1N - DUFFERIN
Location code(s): 1N00 - DUFFERIN

**OPP Detachment Board Report
Records Management System
July - September 2024**



Detachment 1N - DUFFERIN

Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur

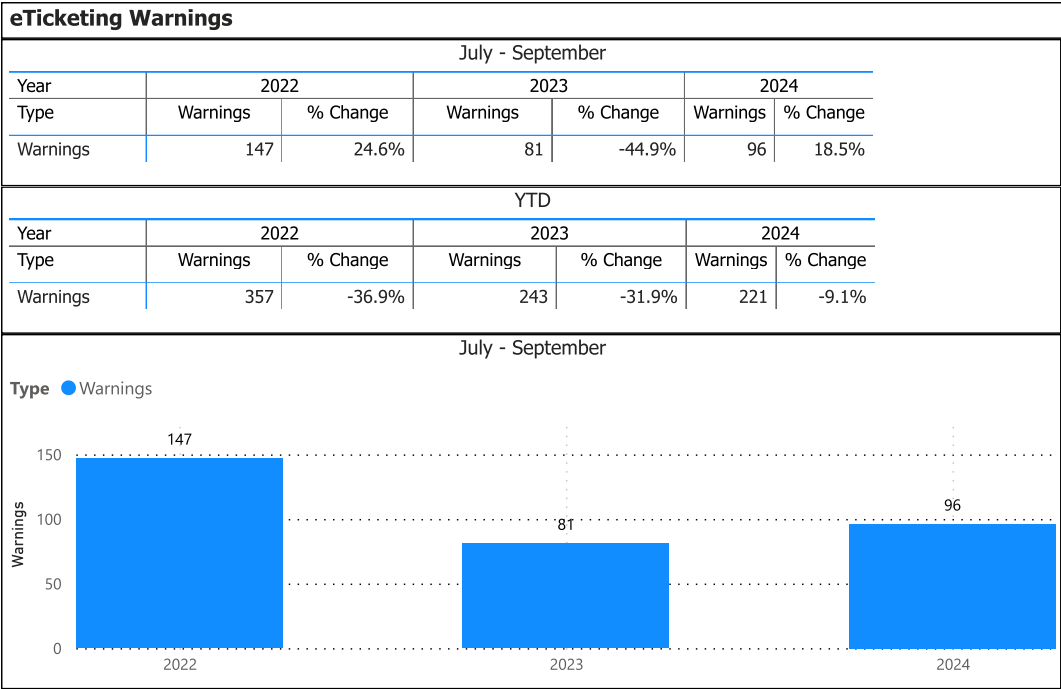
Data source date:

15-Oct-2024

Report Generated on:

18-Oct-2024 2:07:40 PM

OPP Detachment Board Report
Records Management System
July - September 2024

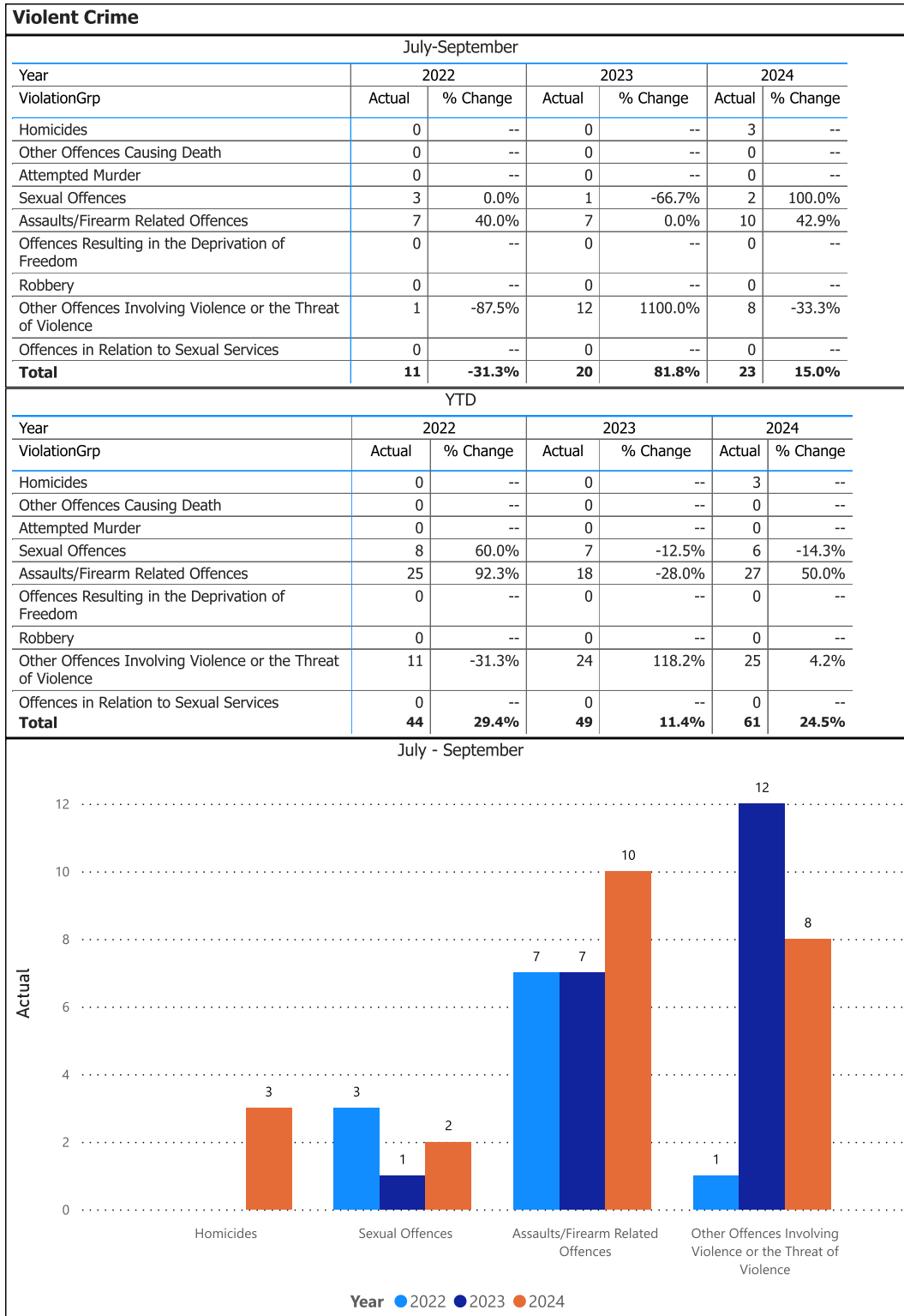


Detachment 1N - DUFFERIN
Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur
Data source date:
15-Oct-2024

Report Generated on:
18-Oct-2024 2:07:40 PM

**OPP Detachment Board Report
Records Management System
July - September 2024**



Detachment 1N - DUFFERIN

Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur

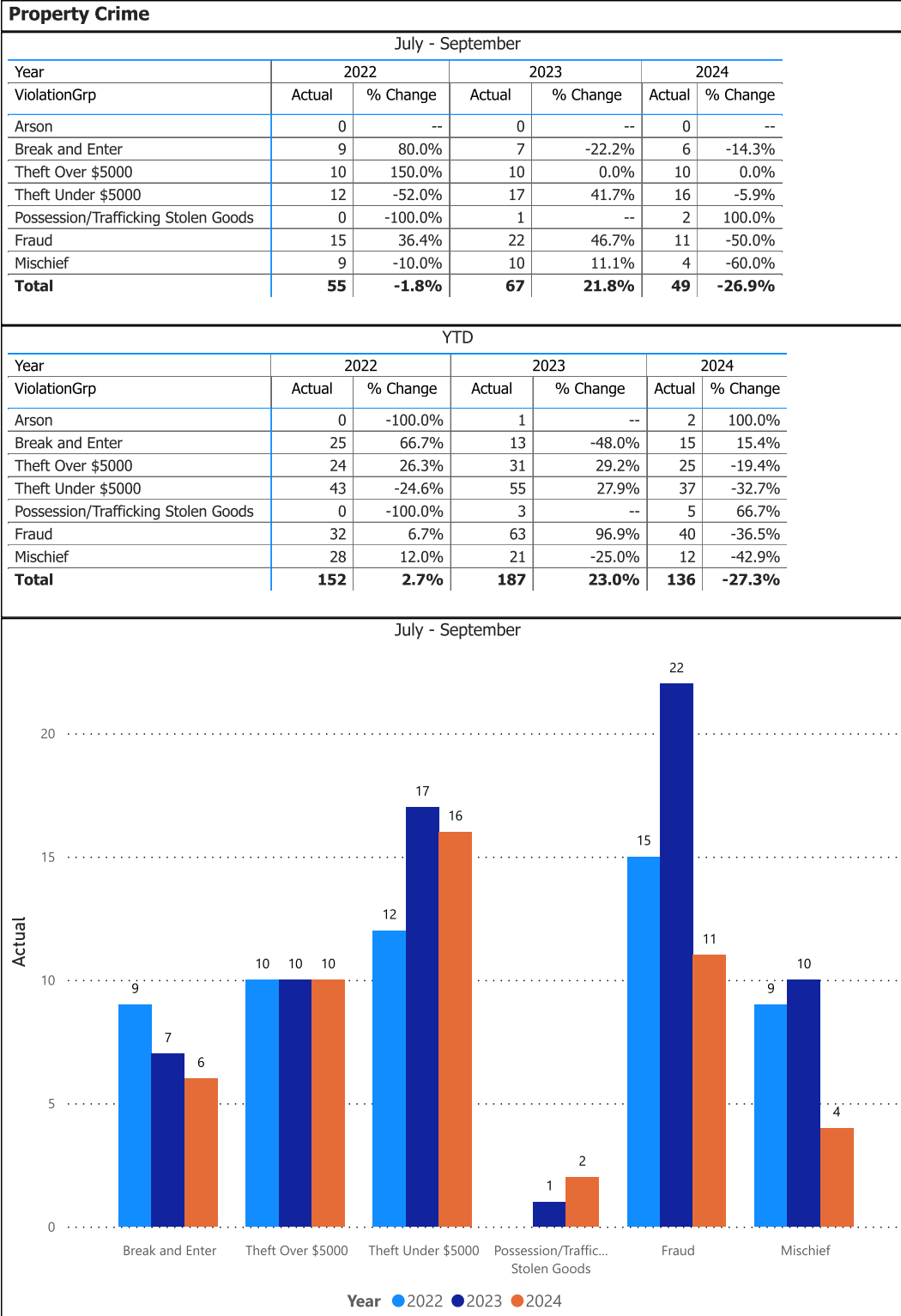
Data source date:

15-Oct-2024

Report Generated on:

18-Oct-2024 2:07:40 PM

**OPP Detachment Board Report
Records Management System
July - September 2024**



Detachment 1N - DUFFERIN

Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur

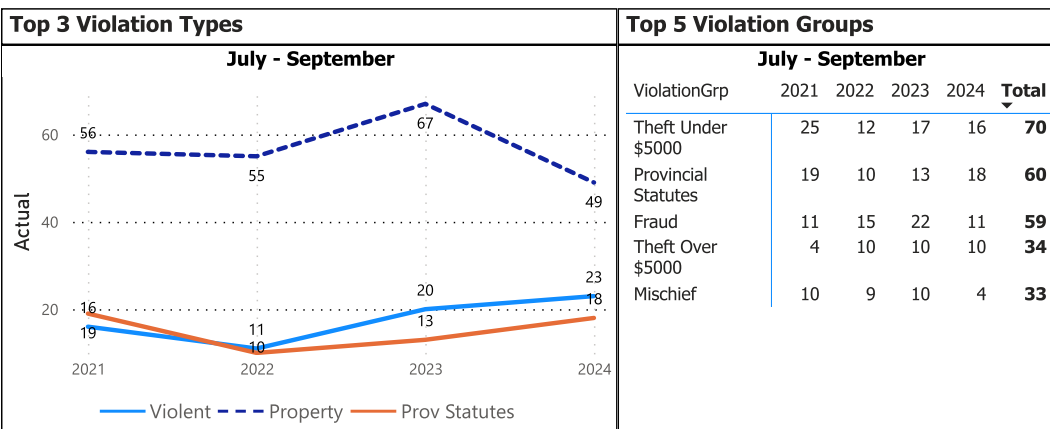
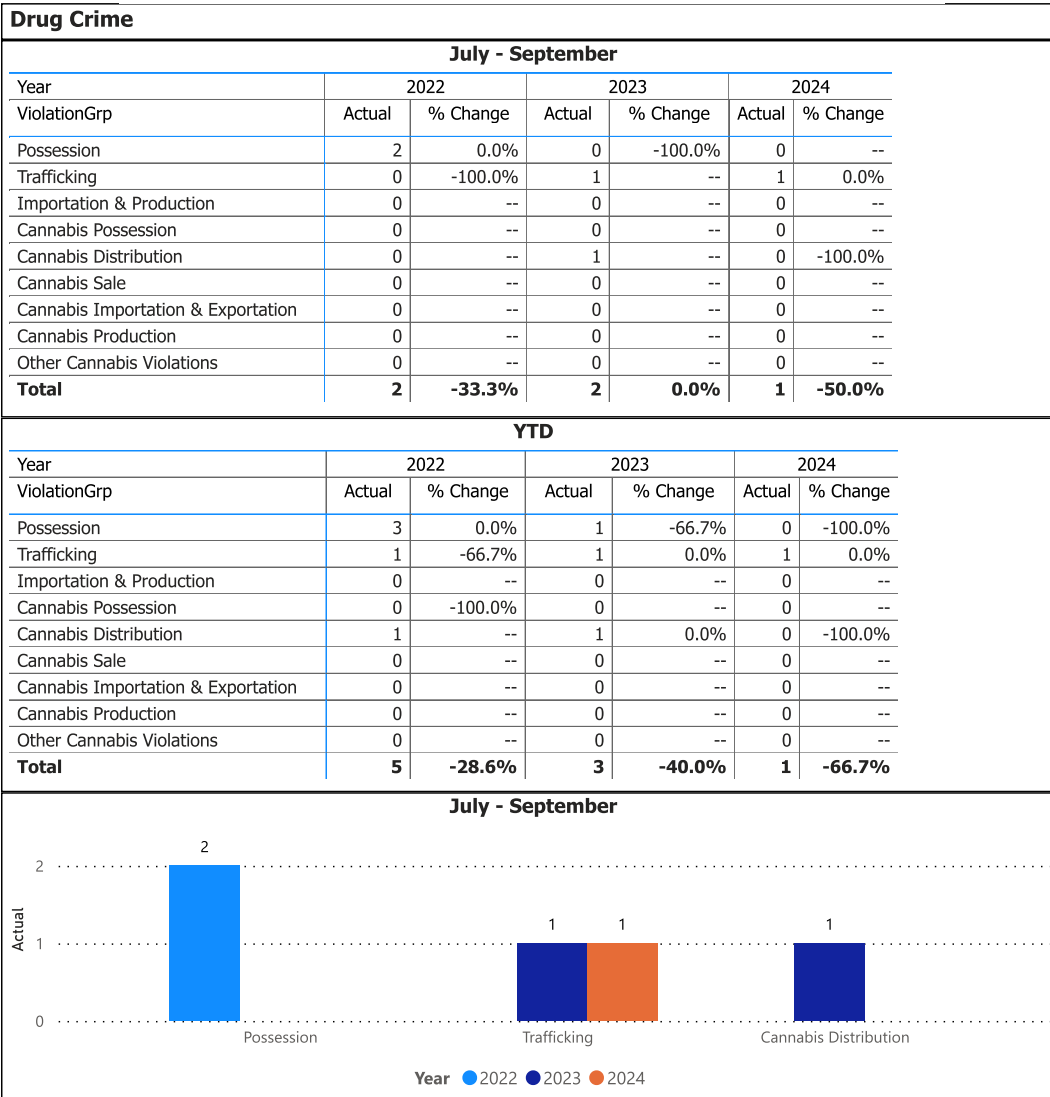
Data source date:

15-Oct-2024

Report Generated on:

18-Oct-2024 2:07:40 PM

**OPP Detachment Board Report
Records Management System
July - September 2024**



Detachment 1N - DUFFERIN

Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur

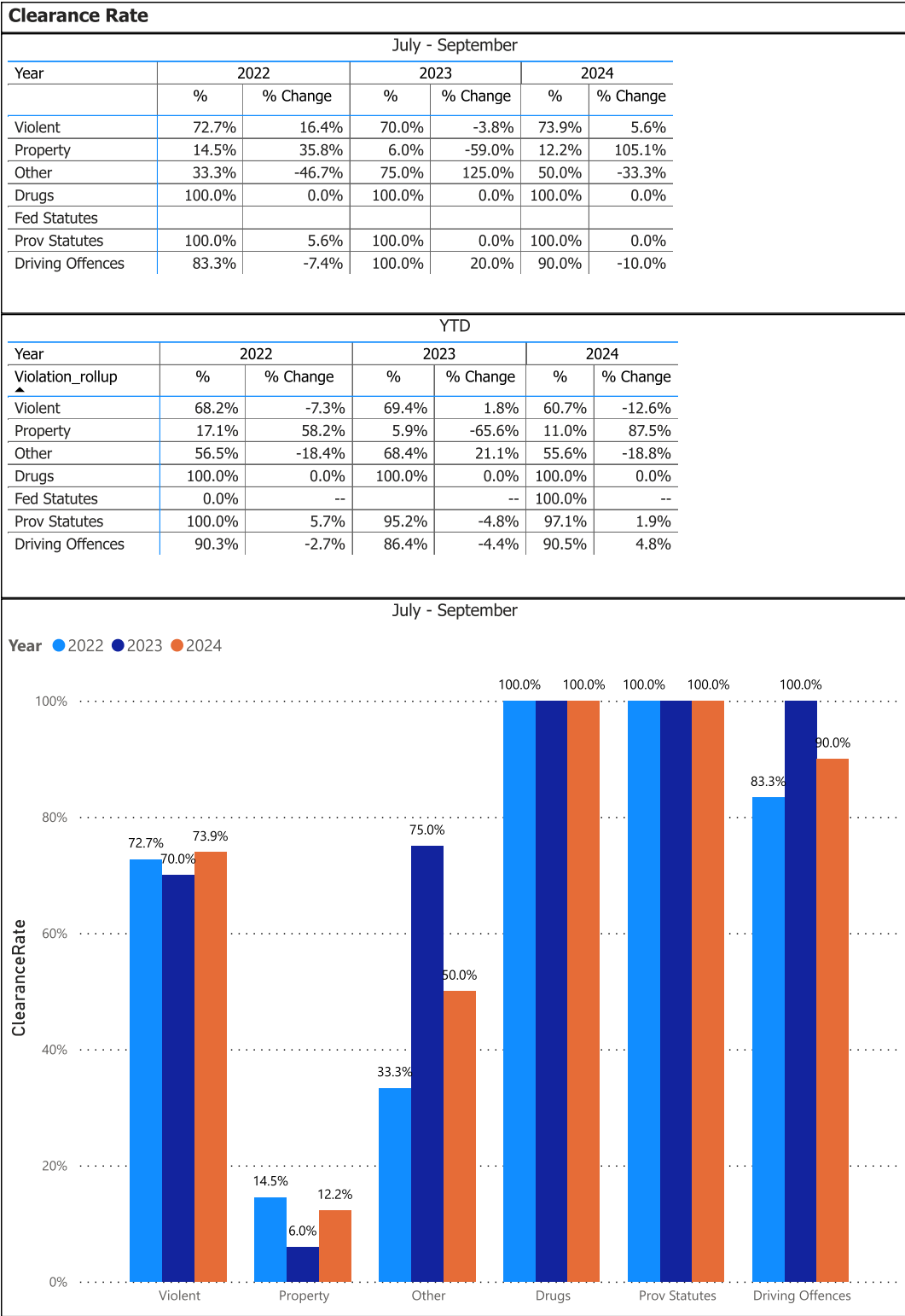
Data source date:

15-Oct-2024

Report Generated on:

18-Oct-2024 2:07:40 PM

OPP Detachment Board Report
Records Management System
July - September 2024

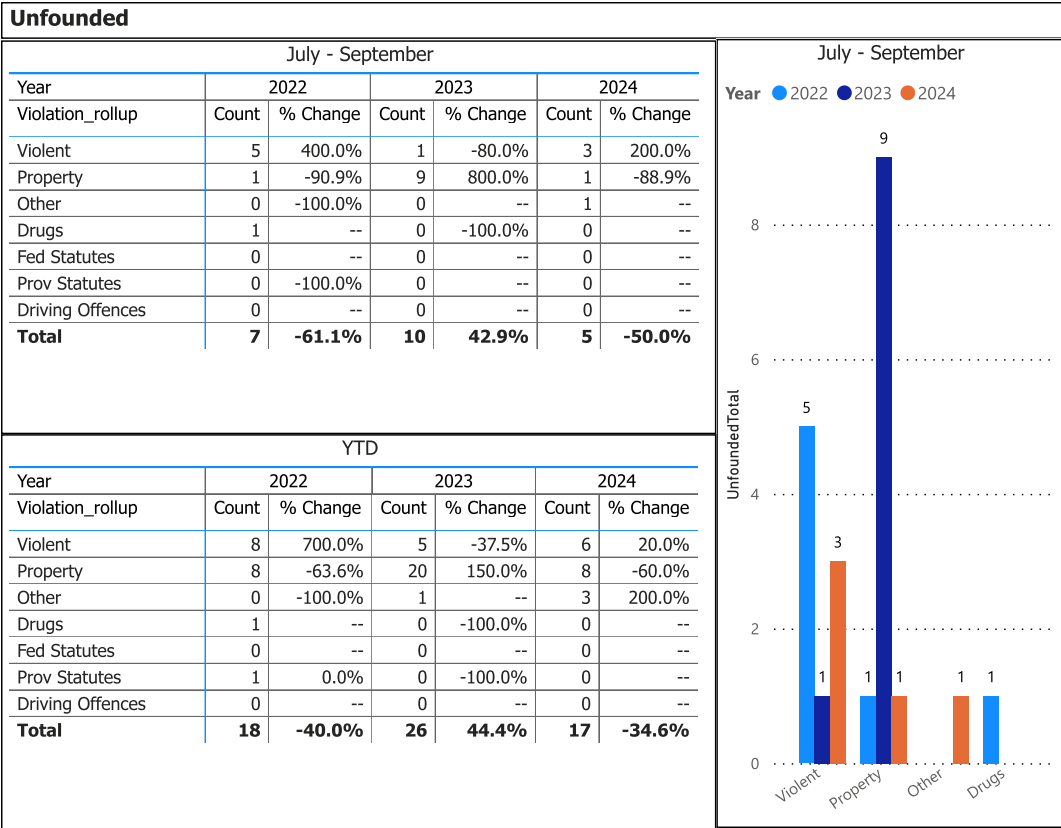


Detachment 1N - DUFFERIN
Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur
Data source date:
15-Oct-2024

Report Generated on:
18-Oct-2024 2:07:40 PM

OPP Detachment Board Report
Records Management System
July - September 2024

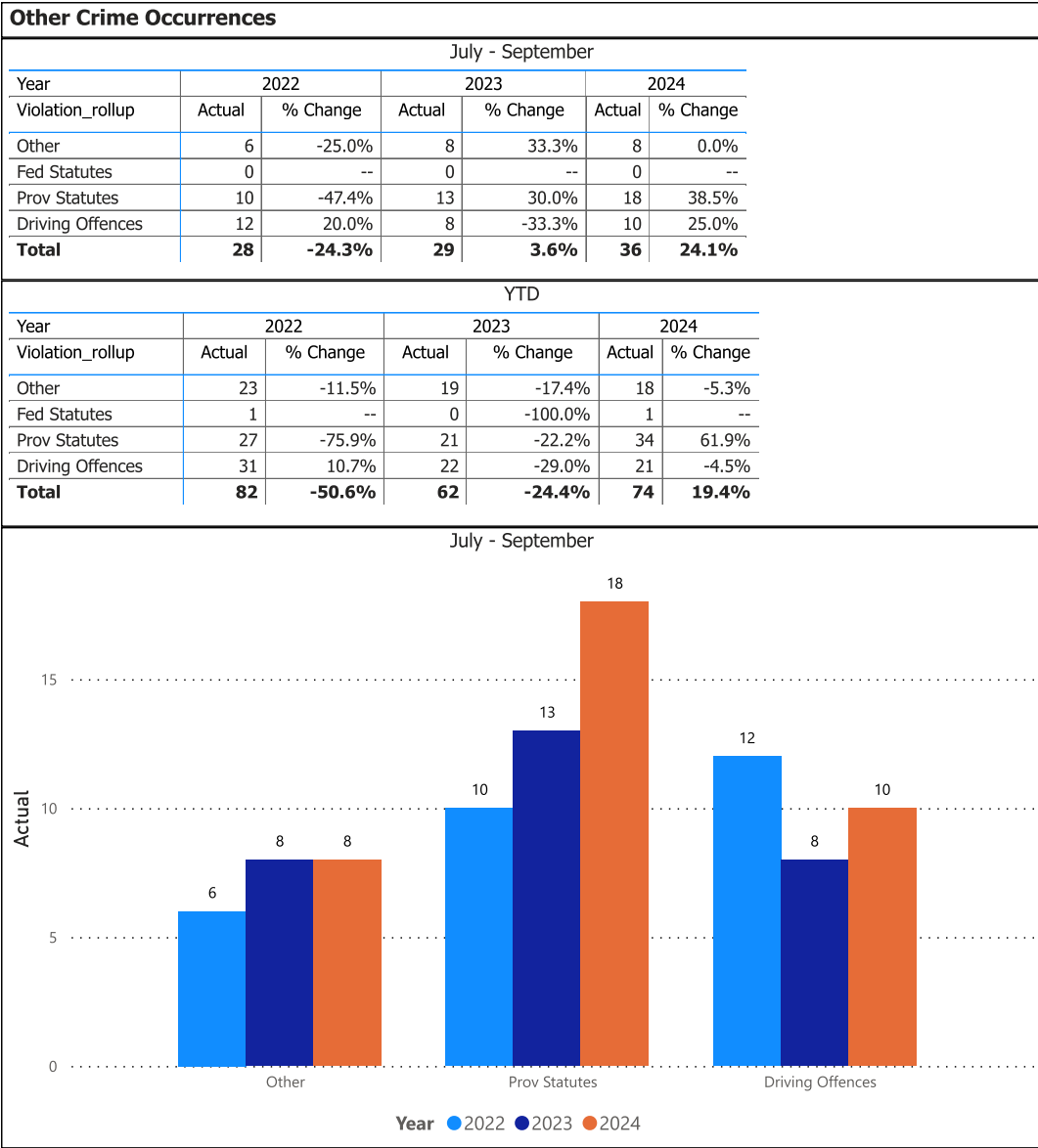


Detachment 1N - DUFFERIN
Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur
Data source date:
10-May-2024

Report Generated on:
18-Oct-2024 2:07:40 PM

OPP Detachment Board Report
Records Management System
July - September 2024

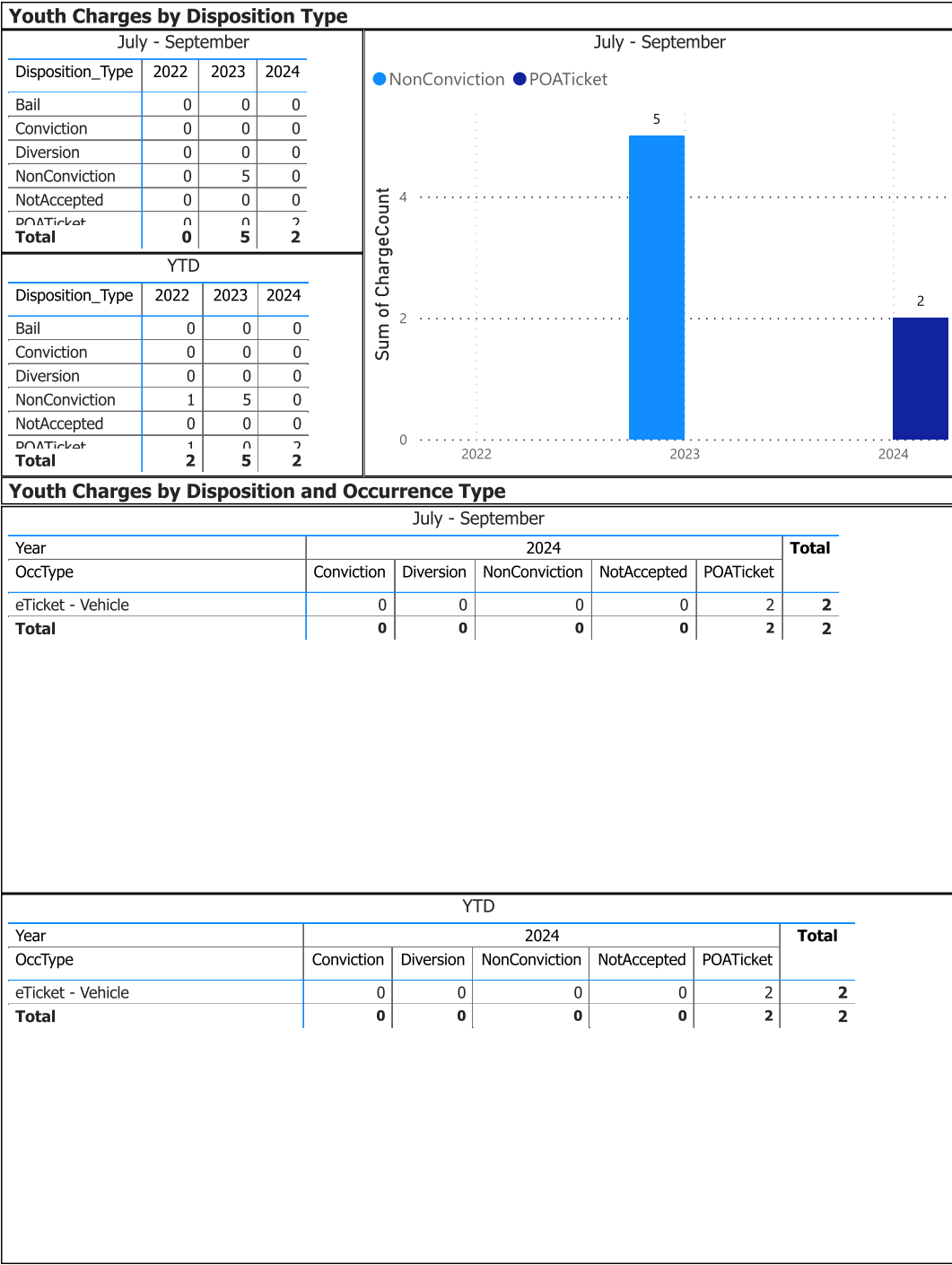


Detachment 1N - DUFFERIN
Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur
Data source date:
15-Oct-2024

Report Generated on:
18-Oct-2024 2:07:40 PM

OPP Detachment Board Report
Records Management System
July - September 2024



July - September

Year	2024					Total
OccType	Conviction	Diversion	NonConviction	NotAccepted	POATicket	
eTicket - Vehicle	0	0	0	0	2	2
Total	0	0	0	0	2	2

YTD

Year	2024					Total
OccType	Conviction	Diversion	NonConviction	NotAccepted	POATicket	
eTicket - Vehicle	0	0	0	0	2	2
Total	0	0	0	0	2	2

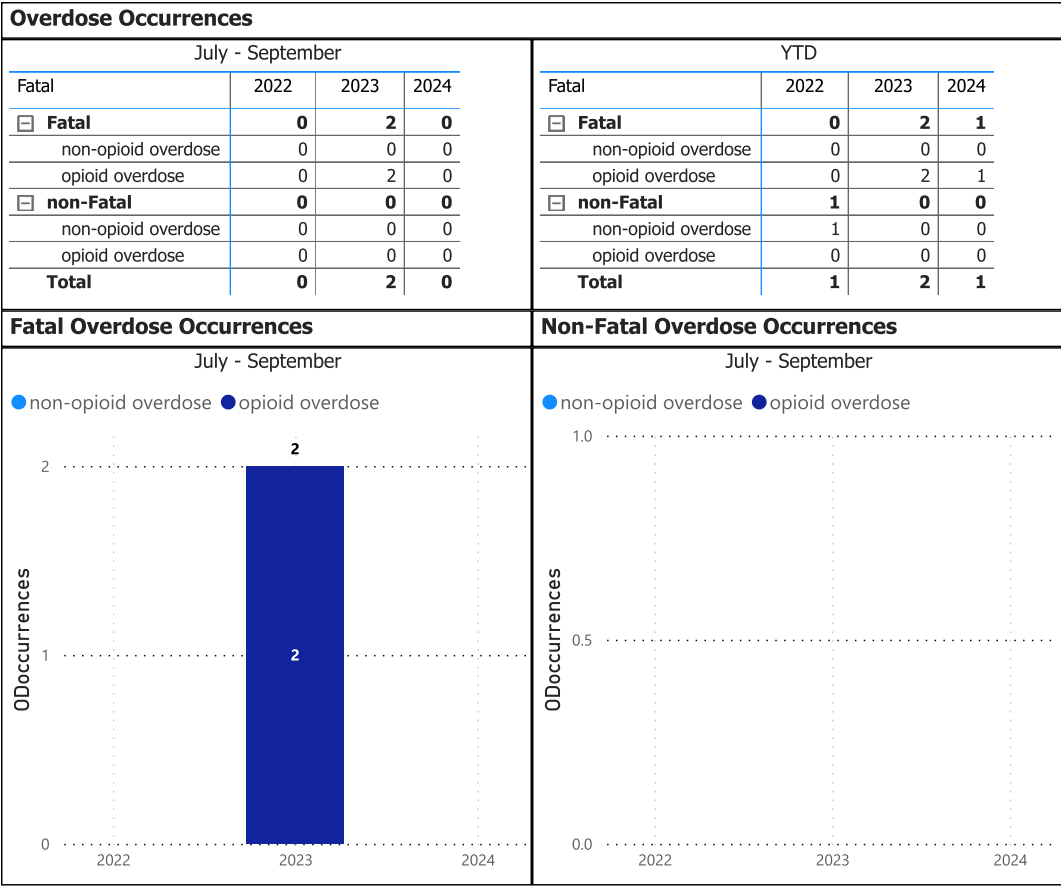
The tables and chart on this page present summarized youth charges by disposition and occurrence type that have been recorded in the OPP Niche RMS application. Of note... the Niche data sourced for this report page only lists youth charges that have had a disposition type entered against them. Therefore, please be aware that the counts of youth charges entries on this report page are under stating the potential sum of youth charges that are in OPP Niche RMS.

Detachment 1N - DUFFERIN
Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur
Data source date:
15-Oct-2024

Report Generated on:
18-Oct-2024 2:07:40 PM

OPP Detachment Board Report
Records Management System
July - September 2024

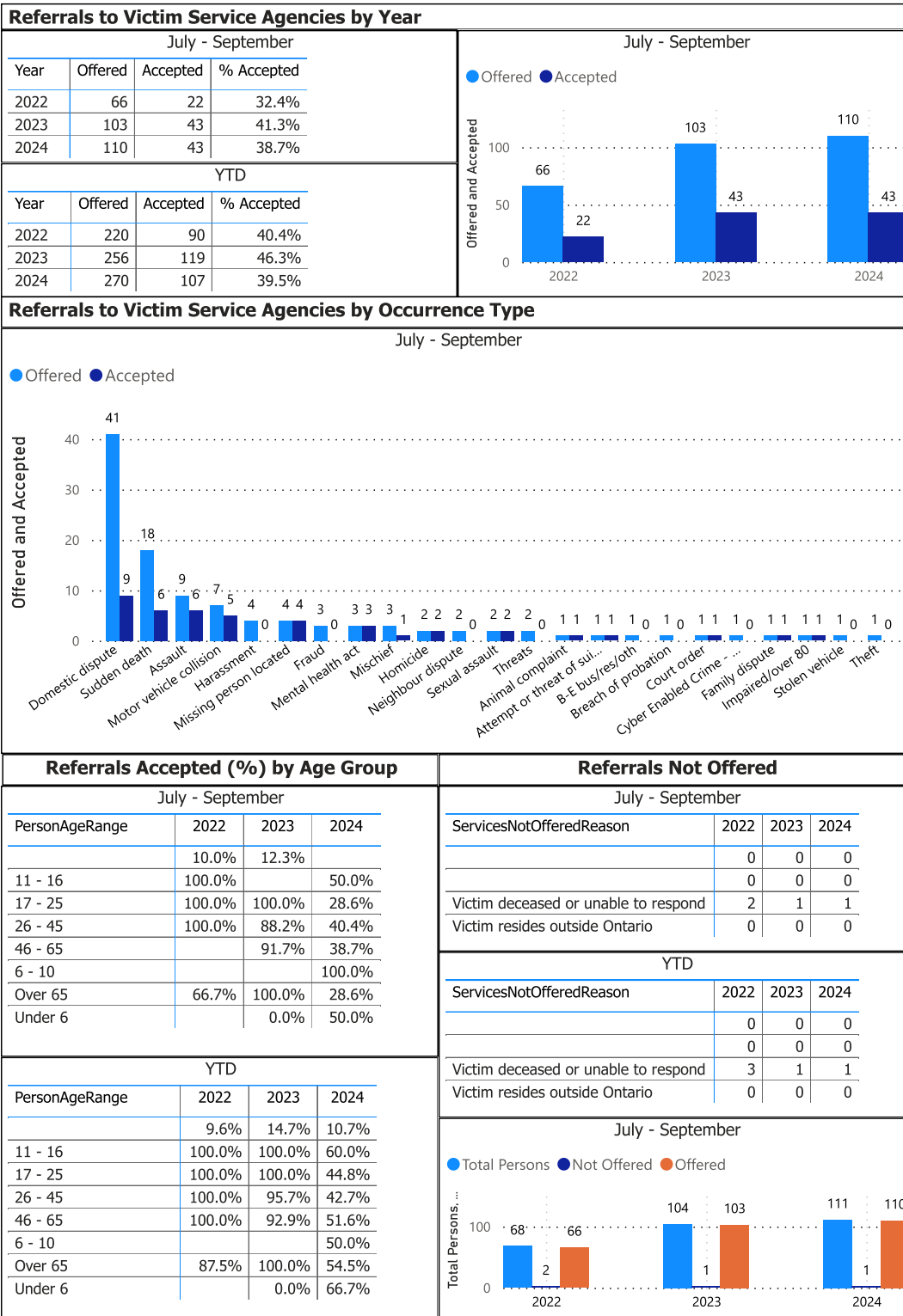


Detachment 1N - DUFFERIN
Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur
Data source date:
15-Oct-2024

Report Generated on:
18-Oct-2024 2:07:40 PM

OPP Detachment Board Report **Records Management System** **July - September 2024**



Detachment 1N - DUFFERIN

Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur

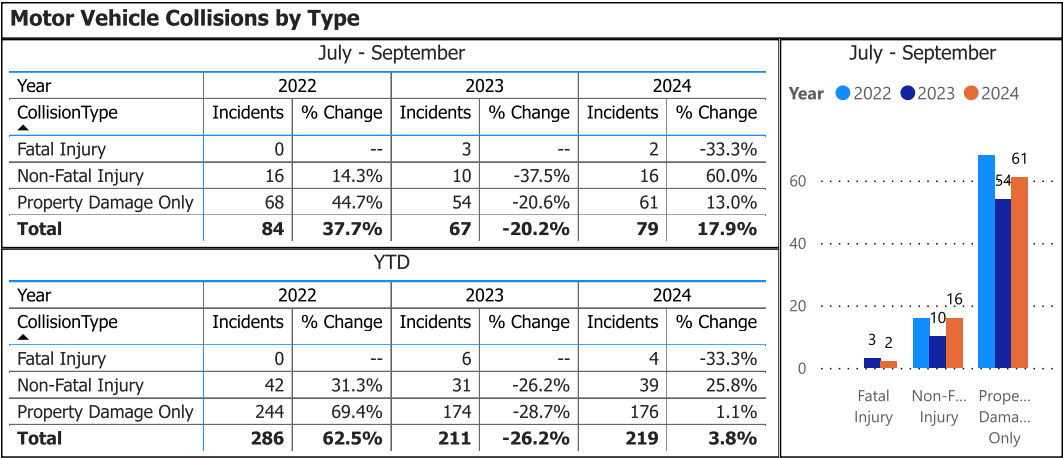
Data source date:

15-Oct-2024

Report Generated on:

18-Oct-2024 2:07:40 PM

OPP Detachment Board Report
Collision Reporting System
July - September 2024



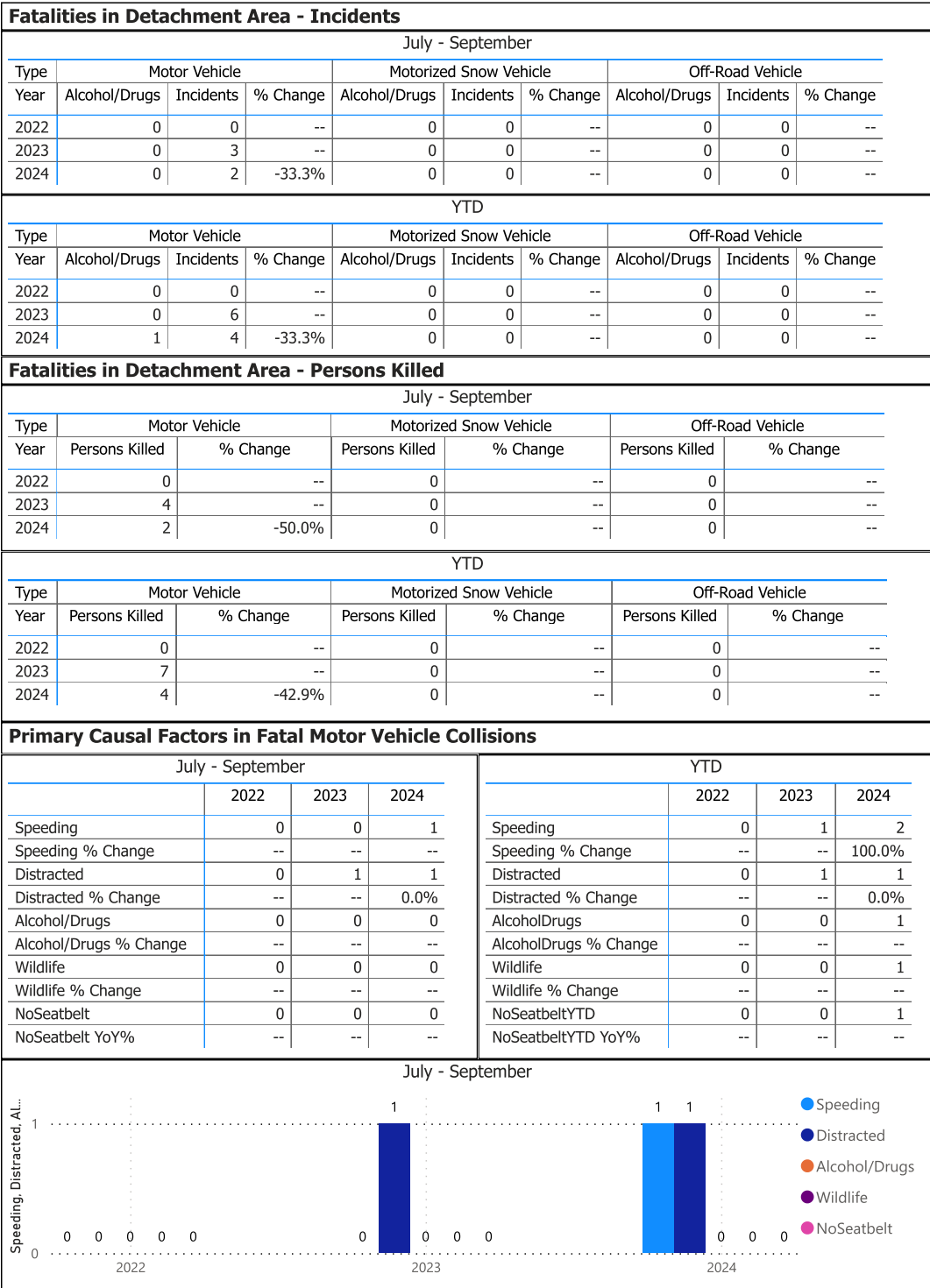
Data source (Collision Reporting System) date:
15-Oct-2024

Detachment 1N - DUFFERIN
Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur
Data source date:
15-Oct-2024

Report Generated on:
18-Oct-2024 2:07:40 PM

OPP Detachment Board Report
Collision Reporting System
July - September 2024



OPP Detachment Board Report
Records Management System
July - September 2024



Detachment 1N - DUFFERIN
Location code(s): 1N00 - DUFFERIN

Area(s): 1005 - Melancthon, 1006 - Mono, 1007 - Mulmur
Data source date:
15-Oct-2024

Report Generated on:
18-Oct-2024 2:07:40 PM



Ontario Provincial Police
Police provinciale de l'Ontario

Media Release/ Communiqué

FROM/DE: Corporate Communications

DATE: November 1, 2024

OPP RELEASES 2023 ANNUAL REPORT

*500 Officers Hired, More than 2 Million Calls Received,
Response to a Traffic Event Every 4 Minutes*

(Orillia, ON) – The Ontario Provincial Police (OPP) is pleased to release its 2023 Annual Report. The new enhanced electronic report has interactive content with links to additional information and previous years' statistics for added context and includes embedded videos and podcasts. The Annual Report can be viewed on the [OPP's website at opp.ca](https://www.opp.ca).

This report aligns with the OPP's 2023-2025 Strategic Plan that provides direction and guides the OPP's actions through its priorities of *People, Work* and *Communities* reaffirming its vision of *Safe Communities... A Secure Ontario*.

Did you know that in 2023, the organization hired and trained more than 500 new recruits and experienced officers? This was an increase of almost 40 per cent from 2022. Through call-takers to dispatchers to officers on the frontline, the OPP received more than 2 million calls for service last year. In 2023, OPP officers were dispatched to a traffic event every four minutes.

In an effort to keep Ontario roadways safe in 2023, OPP officers initiated a traffic stop every 80 seconds representing an increase of 26 per cent over 2022. Unfortunately, drivers continued to choose to drive while impaired. OPP officers issued more than 11,000 impaired charges in an ongoing effort to protect the safety of all motorists.

Additionally, the OPP's Criminal Investigation Branch investigated 160 major crimes including 40 homicides in 2023. The OPP also removed \$15.4 million estimated street value of illicit drugs from the communities we serve through the work of the Organized Crime Enforcement Bureau.

With the incidence of chronic violent offenders given judicial interim release and committing further violent criminal acts thereafter, the importance of bail reform was made clear. Following OPP appearances before several Standing Committees calling for meaningful legislative change, several bail reform initiatives were introduced in 2023, including Bill C-48. This Bill makes targeted changes to the Criminal Code's bail regime to address serious repeat violent offenders with weapons in an effort to enhance the safety of officers and all citizens of Ontario.

These are just a few of the highlights showcased in the [OPP 2023 Annual Report](#) that illustrate the OPP's commitment to combat crime and enhance community safety within its jurisdictions across Ontario. The [full report can be found here](#).



Ontario Provincial Police
Police provinciale de l'Ontario

Media Release/ Communiqué

Quote:

"I am immensely proud of our organization's achievements over the past year. Our dedication to the safety and well-being of the communities we serve across the province remains unwavering."

– OPP Commissioner Thomas Carrique

- 30 -

Media Contact:

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Acting Manager Media Relations
Ontario Provincial Police
905-373-2139

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