

LIBERTY INTERNATIONAL UNDERWRITERS

COMMERCIAL GENERAL LIABILITY INSURANCE POLICY



Policy Number: RMCEL16481019
Renewal Policy Number: RMCEL10932017



LIBERTY MUTUAL INSURANCE COMPANY
181 Bay Street, Suite 1000, Brookfield Place, Toronto, Ontario M5J 2T3

Commercial General Liability Policy Declarations

Item 1: NAMED INSURED, MAILING ADDRESS, AND EMAIL ADDRESS

Name: As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Liability Policy

Address: As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Liability Policy

Email Address: As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Liability Policy

Item 2: BROKER NAME AND ADDRESS

Front Row Insurance Brokers Inc.
602-1788 West Broadway, Vancouver, BC V6J 1Y1

Item 3: INSURED OPERATIONS:

As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Liability Policy

Item 4: POLICY PERIOD

As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Liability Policy

LIBERTY MUTUAL INSURANCE COMPANY
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Item 5: LIMIT OF LIABILITY

(a)	\$ As shown on the individual binders of insurance issued online	Each Occurrence
	\$ As shown on the individual binders of insurance issued online	General Policy Aggregate
	\$ As shown on the individual binders of insurance issued online	Products and Completed Operations Per
	\$ As shown on the individual binders of insurance issued online	Products and Completed Operations Aggregate
(b)	\$ As shown on the individual binders of insurance	Personal Injury and Advertising Injury
(c)	Not covered	Employers Liability
(d)	\$5,000	Medical expenses Each Injured Person
	\$5,000	Medical expenses Each Occurrence
(e)	\$250,000	Tenants Legal Liability

Item 6: DEDUCTIBLE

(a)	\$500	Bodily Injury
	\$500	Property Damage
(e)	\$500	Tenants Legal Liability

Item 7: PREMIUM

As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Liability Policy

Item 8: COMPUTATION OF PREMIUM

As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Liability Policy

Item 9: ENDORSEMENTS

Endorsement No. 1 – Non-Owned Automobile Endorsement
Endorsement No. 2 – Program Endorsement
Endorsement No. 3 – Designated Operations – Activities Endorsement
Endorsement No. 4 – Athletic Exclusion
Endorsement No. 5 – Participants Exclusion
Endorsement No. 6 – Abuse Exclusion
Endorsement No. 7 – Liquor Liability Exclusion
Endorsement No. 8 – Third Party Vendor Endorsement
Endorsement No. 9- Exhibit/Display Exclusion

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Item 10: CURRENCY

Canadian

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary.

A handwritten signature in black ink, appearing to read "David McInnes".

President

A handwritten signature in black ink, appearing to read "Anne G. Fej".

Secretary

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Liberty Mutual Insurance Company's insurance business in Canada.



Commercial General Liability Insurance Policy

Various provisions of 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” mean the person or organization stated in Item 1 of the Declarations. The word “Insurer” means Liberty Mutual Insurance Company, the company providing this insurance. “This Policy” means this document, the Declarations and any Endorsements. Other words and phrases having special meaning appear in quotation marks and are defined in the **DEFINITIONS** section or in the specific policy provision in which they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and any application for insurance, the Insurer agrees to provide coverage as follows:

INSURING AGREEMENTS

SECTION I – COVERAGE

A. “bodily injury” and “property damage”

Subject to the applicable Limits of Liability stated in Item 5 of the Declarations, the Insurer will pay on behalf of the “Insured” all damages the “Insured” becomes legally liable to pay by reason of liability imposed by law or assumed by the “Insured” under an “insured contract” for “bodily injury” or “property damage” covered by this Policy that takes place during the “policy period” and is caused by an “occurrence.”

B. “personal injury” and “advertising injury”

Subject to the applicable Limits of Liability stated in Item 5 of the Declarations, the Insurer will pay on behalf of the “Insured” all damages the “Insured” becomes legally liable to pay by reason of liability imposed by law or assumed by the “Insured” under an “insured contract” for “personal injury” or “advertising injury” covered by this Policy that takes place during the “policy period” and is caused by an “occurrence.”

C. “employers liability”

Subject to the applicable Limits of Liability stated in Item 5 of the Declarations, the Insurer will pay on behalf of the “Insured” all damages the “Insured” becomes legally liable to pay by reason of liability imposed by law or assumed by the “Insured” under an “Insured Contract” for “employers liability” covered by this Policy that takes place during the “policy period” and is caused by an “occurrence.” This extension does not apply to:

- a. Liability assumed by the “Insured” under any contract or agreement unless it is an “Insured Contract”
- b. “Bodily injury” arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to other, by or on behalf of any “Insured” of any aircraft except while being used as a prop or set and not in motion, or while being transported to and from a film set and not self-propelled;
- c. Any obligation of the “Insured” under a workers compensation, disability benefits or unemployment compensation law or any similar law;



- d. “Bodily injury” to an “employee” while employed in violation of the law with the “Insured’s” actual knowledge or the actual knowledge of the “Insured’s” executive officers; and
- e. “Bodily injury” arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations unless done in relation to the operations of the Insured Production shown in Item 3 of the Declarations

D. “medical expenses”

1. Subject to the applicable Limits of Liability stated in Item 5 of the Declarations, the Insurer will pay on behalf of each person who sustains bodily injury “Insured” damages resulting from “bodily injury” caused by an “occurrence” all “medical expenses” incurred and reported to the Insurer within two years from the date of the “occurrence”, subject to all of the following conditions:
 - (a) the “occurrence” must not be excluded by any other provision of this Policy;
 - (b) the “occurrence” must take place during the “policy period”; and
 - (c) the “bodily injury” must arise out of premises or operations for which coverage is afforded under this Policy.
2. As a further condition of coverage, the injured person must submit to examination, at the Insurer’s expense, by physicians of the Insurer’s choice as often as the Insurer reasonably requires.
3. Any hospital benefit payable under this coverage extension is limited to reimbursement of the actual hospital expense incurred, which exceeds these hospital benefits provided under any legislation.

E. “tenants legal liability”

1. Subject to the applicable Limits of Liability stated in Item 5 of the Declarations, the Insurer will pay on behalf of the “Insured” “property damage” covered by this Policy that takes place during the “policy period” and is caused by an “occurrence” to premises, including building fixtures permanently attached thereto, rented to or occupied by the “Insured”. However, this insurance does not apply to “property damage” to premises or fixtures owned by any “Insured.”
2. This coverage does not apply to:
 - (a) Liability assumed by an “Insured” under any contract or agreement unless it is an “Insured Contract” and except liability which could attach in the absence of such contract or agreement; or
 - (b) Liability for gradual deterioration, ordinary wear and tear, mechanical or electrical breakdown or derangement or however, coverage extension does apply to resultant loss or damage.

The coverage provided by this Policy applies to an “occurrence” happening anywhere.

SECTION II - INVESTIGATION, SETTLEMENT AND DEFENSE

The Insurer will have the right and duty to defend the “Insured” against any claim or “suit” for damages covered by this Policy, even if such claim or “suit” is groundless, false or fraudulent. The Insurer will have no obligation to defend the “Insured” against any claim or “suit” seeking damages to which this Policy does not apply. The Insurer will make such investigation and settlement of any claim or “suit” as it deems expedient.

The Insurer will have the right, but not the duty, to defend the “Insured” against any claim or “suit” for damages covered by this Policy, which is brought elsewhere other than in Canada, the United States of America, their provinces, territories and possessions or Puerto Rico. If the Insurer elects not to defend the “Insured”, then the “Insured” will, under the supervision of the Insurer, make or cause to be made such investigation and defense as is reasonably necessary and, subject to prior written authorization from the Insurer, will effect to the extent possible such settlement(s) the Insurer and “Insured” deem prudent. The Insurer will promptly indemnify the “Insured” for the reasonable cost of such investigation, settlement and defense.

The Insurer has no obligation under this Policy with respect to any claim or “suit” settled without its consent.

The Insurer will not defend any claim or “suit” after exhaustion of the applicable Limit of Liability by payment of judgments or settlements or by the Insurer's tendering of the remaining applicable Limits of Liability.

SECTION III - SUPPLEMENTARY PAYMENTS

With respect to any claim or “suit” against the “Insured” for damages covered by this Policy, the Insurer will pay, in addition to the applicable Limits of Liability:

1. the cost of bonds to release attachments but only for a bond amount within the remaining applicable Limits of Liability and the cost of appeal bonds required in any such defended “suit”. The Insurer has no obligation to apply for or furnish such bonds;
2. all costs taxed against the “Insured” in such claim or “suit”;
3. all expenses the Insurer incurs in the investigation of any claim or defence of any “suit”;
4. expenses incurred by the “Insured” for immediate medical relief to others as is imperative at the time of an “occurrence”;
5. pre-judgment interest awarded against the “Insured” on that part of the judgment the Insurer is obligated to pay under this Policy. If the Insurer offers to pay the remaining applicable Limits of Liability, it will not pay any pre-judgment interest thereon in relation to the period of time after such offer;
6. interest on that part of the judgment the Insurer is obligated to pay under this Policy and that accrues after entry of the judgment and before the Insurer has paid, offered to pay or deposited in court that part of the judgment that is within the remaining applicable Limits of Liability; and
7. reasonable expenses incurred by the “Insured” at the Insurer's request in the investigation or defence of any claim or “suit”, including actual loss of earnings of up to \$1,000 a day.

SECTION IV - LIMITS OF LIABILITY

The Limits of Liability stated in Item 5 of the Declarations and the rules below determine the most the Insurer will pay regardless of the number of:

- (a) “Insureds”;
- (b) claims made or “suits” brought;



- (c) coverages provided under this Policy; or
- (d) persons or organizations making claims or bringing “suits”.

The Each Occurrence Limit of Liability stated in Item 5(a) of the Declarations is the most the Insurer will pay for damages arising out of any one “occurrence”.

The Products and Completed Operations Aggregate Limit stated in Item 5 (a) of the Declarations is the most the Insurer will pay for damages that occur during the “policy period,” which are covered by the “products and completed operations hazard”.

The Limit of Liability stated in Item 5(a) of the Declarations applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months. However, if the “policy period” is extended after issuance for an additional period of less than twelve (12) months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limit of Liability.

The General Policy Aggregate stated in Item 5(a) of the Declarations is the most the Insurer will pay for the sum of:

damages for “bodily injury”, “property damage”, “personal injury”, “advertising injury”, “employers liability”, “medical expenses”, “tenants legal liability”, and “non owned automobile (SPF 6)” covered by this Policy, except for any damages included in the “products and completed operations hazard”.

SECTION V – DEDUCTIBLE

The Deductible stated in Item 6(a) of the Declarations applies to each “occurrence” in relation to which damages and “loss adjustment expense” are covered by this Policy.

The Insurer's obligation to pay damages and “loss adjustment expense” on behalf of the “Insured” applies only in excess of the Deductible.

The Each Occurrence Limit of Liability stated in Item 5(a) of the Declarations will be reduced by the Deductible. The Products and Completed Operations Aggregate stated in Item 5(a) of the Declarations will not be reduced by the Deductible.

The terms of the Policy apply irrespective of the application of the Deductible.

The Insurer may pay all or part of the Deductible to effect settlement of any claim or “suit” and, upon notification of such action, the Named Insured shall promptly reimburse the Insurer for such part of the Deductible paid by the Insurer.

SECTION VI - EXCLUSIONS

Where, by virtue of a provision of this Policy, this insurance does not apply:

- (a) the Insurer bears no obligation to investigate, settle or defend any claim or “suit” or to indemnify any person for any loss, injury, damage, cost or expense, including but not limited to the fees of adjusters, investigators, lawyers, experts or consultants; and
- (b) such provision applies regardless of any other cause or event that contributes concurrently or in any sequence to any loss, injury, damage, cost or expense.

This insurance does not apply to:

1. Asbestos

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including but not limited to manufacturing, mining, use, sale, installation, removal, or distribution activities;
- (b) exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, or asbestos dust;
- (c) any obligation to investigate, settle or defend, or indemnify any person against any claim or “suit” arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, or asbestos dust.

2. Contractual Liability

any liability assumed by the “Insured” under any contract or agreement. This exclusion does not apply to liability for damages:

- (a) that the “Insured” would have in the absence of any contract or agreement; or
- (b) assumed in a contract or agreement that is an “insured contract”, provided that the damages or injury commences subsequent to the execution of the contract or agreement.

3. Automobile

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the ownership, maintenance, use or operation, by or on behalf of the “Insured” or entrustment to others of any “automobile” with respect to which a motor vehicle liability policy is in effect or is required by law to be in effect or would have been in effect but for its termination upon exhaustion of its limits of liability, or any “automobile” while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, unless prior written approval for such contest or activity is received from the Insurer. This exclusion does not apply to the ownership, maintenance, use or operation of machinery, apparatus, or equipment mounted to such “automobiles” while at the site of use or operation, or to the coverage afforded by “employers liability”.

4. Watercraft

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the ownership, maintenance, use, operation, loading or unloading by or on behalf of the “Insured” of any watercraft greater than twenty-four (24) meters in length, or any watercraft used for carrying persons or property for a charge, but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the “Insured”.

This exclusion does not apply to coverage afforded by “employer’s liability”.

5. Aircraft

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) the ownership, maintenance, use, operation, loading or unloading by or on behalf of the “Insured” or entrustment to others of any aircraft or air cushion vehicle owned by the “Insured” or rented, loaned or chartered by or on behalf of the “Insured” without crew;
- (b) the ownership, maintenance, use or operation by or on behalf of the “Insured” of any premises for the purpose of an airport or aircraft landing strip and all operations necessary or incidental thereto.
- (c) This exclusion does not apply to filming operations only at premises in (b) above and for aircraft not owned by the “Insured” that are used as a prop for filming operations provided the aircraft is not in motion nor being operated when the “bodily injury” or “property damage” occurs; provided however, this extension does not apply to damage to the aircraft itself.

6. Advertising Injury

“advertising injury” based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) breach of contract, other than unauthorized appropriation of ideas based upon alleged breach of an implied contract;
- (b) infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in the “Insured’s” “advertisement”, of any copyright, trade dress or slogan;
- (c) incorrect description of any article or commodity or mistake in advertised price;
- (d) any offense by an “Insured” whose business is advertising, broadcasting, publishing or telecasting.

7. Falsity, Prior Publication, Willful Violation

“personal injury” or “advertising injury” based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the “Insured” with knowledge of its falsity;
- (b) oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the “policy period”; or
- (c) willful violation of a penal statute or ordinance committed by or with the consent of the “Insured”.

8. Fines or Penalties

finest or penalties for which the “Insured” is liable by reason of failure to comply with any statute, permit, bylaw, rule or regulation.

9. Intentional Acts

- (a) “bodily injury” or “property damage” which results from an act that is intended by the “Insured”.
- (b) “personal injury” or “advertising injury” caused by or at the direction of the “Insured” with knowledge that the act would violate the rights of another and would inflict “personal injury” or “advertising injury”.

This exclusion shall not apply to any “Insured” who neither sanctioned nor was a party to the causing of the injury or damage, nor in any event where “bodily injury” or “property damage” was caused in an attempt to prevent injury to persons or damage to property.

10. Broad Form Property Damage

“property damage” to:

- (a) property owned, rented or occupied by the “Insured”;
- (b) premises sold, given away or abandoned by the “Insured”, if the “property damage” arises out of any part of those premises;
- (c) property loaned to the “Insured”;

- (d) personal property in the “Insured’s” care, custody or control, including any tools, machinery or equipment owned, rented or used by the “Insured”;
- (e) that particular part of real property on which the “Insured” or any contractor or subcontractor working directly or indirectly on the “Insured’s” behalf is performing operations, if the “property damage” arises out of those operations; or
- (f) that particular part of any property that must be restored, repaired or replaced because the “Insured’s work” was incorrectly performed on it.

Paragraph b) of this exclusion does not apply if the premises are the “Insured’s work” and were never occupied, rented or held for rental by the “Insured”.

Paragraphs c), d), e) and f) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph f) of this exclusion does not apply to “property damage” included in the “products and completed operations hazard”.

11. Damage to Insured's Products

“property damage” to the “Insured’s products” arising out of such products or any part of such products.

12. Damage to Insured's Work

“property damage” to the “Insured’s work” arising out of it or any part of it and included in the “products and completed operations hazard”. This exclusion does not apply if the damaged work or the work out of which the damages arises was performed on the “Insured’s” behalf by a subcontractor.

13. Damage to Impaired Property

“property damage” to “impaired property” or property which has not been physically injured, arising out of:

- (a) a defect, deficiency, inadequacy or dangerous condition in the “Insured’s product” or the “Insured’s work”; or
- (b) a delay or failure by the “Insured” or anyone acting on the “Insured’s” behalf to perform a contract or agreement in accordance with its terms.

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

14. Product Recall

any liability incurred by the “Insured” or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the “Insured’s product” or “Insured’s work” or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use by any person or organization because of any known or suspected defect, deficiency, inadequacy or dangerous condition therein.

15. War

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military power.

16. Pollution Liability

- (a) any liability based on, attributable to, arising out of or in any way related, either directly or

indirectly, to the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of “pollutants”:

- (i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any “Insured”;
 - (ii) at or from any premises, site or location which is or was at any time used by or for any “Insured” or others for the handling, storage, disposal, processing or treatment of “waste”;
 - (iii) which are or were at any time transported, handled, stored, treated, disposed of or processed as “waste” by or for any “Insured” or any person or organization for whom any “Insured” may be legally responsible; or
 - (iv) at or from any premises, site or location on which any “Insured”, contractors or subcontractors working directly or indirectly on any “Insured’s” behalf are performing operations:
 - a. if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such “Insured”, contractor or subcontractor; or
 - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”.
- (b) any loss, cost or expense arising out of any request, demand or order that any “Insured” or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”, unless such loss, cost or expense is consequent upon “bodily injury” or “property damage” otherwise covered by this Policy and not excluded by paragraph (a) of this Exclusion.
- (c) Sub-paragraphs 1. (a)(i) and 1. (a)(iv) a. above do not apply to “bodily injury” or “property damage” caused by:
- (a) heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be; or
 - (b) an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”, provided that such discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”:
 - (i) results in the injurious presence of “pollutants” in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water;
 - (ii) is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape;
 - (iii) is reported to the Insurer within 120 hours of being detected; and
 - (iv) does not occur in a quantity or with a quality that is routine or usual to the business of the “Insured”.

As used in this Policy: The term “pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and

“waste.” The term “waste” means materials to be recycled, reconditioned or reclaimed.

- (d) The coverage extension referenced in (c) above is subject to a maximum Limit of Liability of \$1,000,000. each “occurrence” and in the Policy Aggregate, and is the most the Insurer will pay for damages during the “policy period” covered by this extension.

17. Nuclear Energy Liability

- (a) to liability imposed by or arising under the Nuclear Liability Act or any other law, statute or regulation governing nuclear liability;
- (b) to any liability for which an “Insured” under this Policy is also insured under a contract of nuclear energy liability insurance issued by the Nuclear Insurance Association of Canada or by any other insurer or group or pool of insurers, regardless of whether or not:
 - (i) the “Insured” is named in such contract;
 - (ii) such contract is legally enforceable by the “Insured”; or
 - (iii) such policy’s limits of liability have been exhausted;

or

- (c) to any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to any, “nuclear energy hazard” due to:
 - (i) the ownership, maintenance, operation or use of a “nuclear facility” by or on behalf of an “Insured”;
 - (ii) the furnishing by an “Insured” of services, materials, parts or equipment in connection with the planning, construction maintenance, operation or use of any “nuclear facility”; or
 - (iii) the possession, consumption, use, handling, disposal or transportation of “fissionable substances” or of other “radioactive material” used, distributed, handled or sold by an “Insured”, except radioactive isotopes located in a place other than a “nuclear facility” which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose.

As used in this Policy:

The term “nuclear energy hazard” means the radiatory, toxic, explosive, or other hazardous properties of “radioactive material”.

The term “radioactive material” means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements or any other substance that the Canadian Nuclear Safety Commission (or any successor governmental organization) may designate as being a substance capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy.

The term “nuclear facility” means:

- (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and/or uranium;
- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and/or uranium (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;

- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 and/or the isotope uranium 235, if at any time the total amount of such material in the custody of the “Insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (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.

The term “fissionable substance” means any substance capable of or from which can be obtained a substance capable of releasing atomic energy by nuclear fission.

18. Professional Services

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the rendering of or the failure to render “professional services” by the “Insured”, except such services as are an integral part of other work performed by or on behalf of the “Insured” or are incidental to the manufacture, installation, sale, handling or distribution of the “Insured’s products”.

19. Workers’ Compensation and Similar Laws

any obligation of the “Insured” under a workers' compensation, disability benefits or unemployment compensation law or any similar law, regulation or ordinance.

20. Employment Related Practices

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) any refusal to employ or promote;
- (b) any termination of employment;
- (c) any employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, or discrimination; or
- (d) any consequential “bodily injury”, “property damage”, “personal injury” or “advertising injury” as a result of 21.(a) through 21.(c).

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

21. Field Of Entertainment

“Personal injury” or “advertising injury” resulting from the content of, or advertising or publicizing for any of the “insured’s products”, programs, productions or any other materials, which are considered to be in the “field of entertainment” operations as defined below:

As used in this Policy the term “field of entertainment” means:

- i) the creation, production, pre-production, post-production, distribution, publication, advertising, publicizing, exploitation and exhibition of product or material in any and all media such as motion pictures, television programs, commercial films, phonograph records, electrical transcription, audio or video tapes, CD’s or CD ROMs, DVD’s, computer on-line services or internet or website pages, cassettes or discs, sheet music, books and other

publications or other similar properties.

- ii) the conduct of any players, in any live show, theatrical performance or exhibition.
- iii) the ownership, operation, maintenance or use of material, characters or ideas; whether or not on premises of the Insured or in possession of the Insured at the time of the alleged offence.
- iv) the ownership, operation, maintenance or use of theatres and similar exhibition media.

22. Terrorism

1. any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to:
 - a) any actual or threatened “act of terrorism” committed by a person or persons acting:
 - i) alone or on behalf of or in connection with any organization; and
 - ii) with the goal of furthering any political, social, or religious objective; or
 - b) any action taken to prevent or defend against an “act of terrorism”.

As used in this Policy:

An “act of terrorism” means an act:

- a) that is violent in nature or dangerous to human life and:
 - (i) that is a violation of the criminal laws of Canada, the United States or of any US State or that would be a criminal violation if committed within the jurisdiction of Canada, the United States or any US State; and
 - (ii) that has the apparent intent of:
 - (a) intimidating or coercing any civilian population;
 - (b) influencing the policy of any government by intimidation or coercion; or
 - (c) affecting the conduct of any government by mass destruction, assassination, or kidnapping;
- or
- b) that results in:
 - (i) the denial of access to or services from web sites, computer networks, telecommunications equipment, electronic equipment or mechanical equipment; or
 - (ii) the malfunction, degradation or interruption in the functioning of web sites, computer networks, telecommunications equipment, electronic equipment or mechanical equipment,

and that has the apparent intent of intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion.

2.
 - (a) If an “act of terrorism” involves chemical or biological weapons, the exclusion contained in paragraph 1 of this Exclusion will apply.
 - (b) If an “act of terrorism” involves nuclear reaction, explosion, radiation or radioactive contamination, the exclusion contained in paragraph 1 of this Exclusion will apply to liabilities that result from such nuclear reaction, explosion, radiation or radioactive contamination in place of.

23. Mould and Fungus

any liability caused by, arising out of or related in any way, directly or indirectly, to any clean- up of, remediation of, containment of, removal of, abatement of, existence of, presence of, ingestion of, inhalation of, absorption of or exposure to:

- (a) any “fungus(i)”, “mould(s)”, “spore(s)”, mildew or yeast;
- (b) toxins created or produced by or arising out of or emanating from any “fungus(i)”, “mould(s)”, spore(s), mildew or yeast;
- (c) any substance, vapour, gas, or other emission or organic or inorganic body or substance produced by or arising out of, or emanating from any “fungus(i)”, “mould(s)”, “spore(s)”, mildew or yeast; or
- (d) any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any “fungus(i)”, “mould(s)”, “spore(s)”, mildew, yeast or toxins emanating therefrom.

As used in this Policy:

- (a) “fungus(i)” includes, but is not limited to, any plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including “mould(s)”, rusts, mildews, smuts and mushrooms;
- (b) “mould(s)” includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms and “fungi” that produce moulds; and
- (c) “spore(s)” means any dormant or reproductive body created or produced by or arising out of or emanating from any “fungus/fungi”, “mould(s)”, mildew, plants, organisms or microorganisms.

24. Silica Particles

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form; or

- (b) to any obligation of the “Insured” to indemnify any party for damages, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

25. Intellectual Property

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the violation or infringement of intellectual property rights, including rights arising from:

- (a) patents;
- (b) trade-marks, service marks, certification marks, collective marks or tradenames;
- (c) copyrights;
- (d) trade secrets; or
- (e) trade dress or distinguishing guises

This exclusion applies to liability arising out of any proceedings to enforce intellectual property rights howsoever constituted, including proceedings for breach of confidence, passing-off or misappropriation of personality.

This exclusion does not apply to infringement in an “Insured’s” “advertisement” of any copyright, trade dress or slogan.

26. Care, Custody or Control of Real and Personal Property

any liability arising out of damage to real and personal property of others in the care, custody or control of any insured.

This exclusion does not apply to liability under insurance and shown on the Declarations or to liability assumed under a sidetrack agreement.

For the purposes of this exclusion, a sidetrack agreement is an agreement between a railroad and a business in which the railroad agrees to build a siding on the property of the business, and the business will hold the railroad harmless for certain liability arising out of the use of the sidetrack.

27. Dishonest or Criminal Acts

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly from or in connection with any dishonest, fraudulent or criminal acts by an “Insured”, any of the “Insureds” partners, employees, officers, directors or trustees whether:

- (a) acting alone or in collusion with others; or
- (b) occurring during or after the hours of employment

SECTION VII – DEFINITIONS

When used in this Policy the words and phrases appearing in quotation marks have the defined meanings shown below:

1. **“Advertisement”** means a notice that is broadcast or published to the general public or specific market segments about the “Insured’s” goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - (a) notices that are published include material placed on the Internet or by similar electronic means of communication; and
 - (b) regarding web-sites, only that part of a web-site that is about the “Insured’s” goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **“Advertising injury”** means injury arising out of one or more of the following offenses committed in the course of the “Insured’s” advertising activities:
 - (a) oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - (b) oral or written publication, in any manner, of material that violates a person’s right of privacy;
 - (c) misappropriation of another’s advertising idea in the “Insured’s” “advertisement”; or
 - (d) infringement of another’s copyright, trade dress or slogan in the “Insured’s” “advertisement”.
3. **“Automobile”** means a land motor vehicle, trailer or semi-trailer designed for use and being used on public roads, including any attached machinery or equipment; but an “automobile” does not include “mobile equipment”.
4. **“Bodily injury”** means physical injury, sickness, disease, disability or shock, including death at any time resulting therefrom, mental anguish, mental injury and mental suffering.

“Bodily injury” also extends to cover the injuries listed above, arising out of the rendering of or failure to render the following services:

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

“Bodily injury” does not include the injuries listed above, arising out of the rendering or failure to render the following services:

- (c) any “Insured” engaged in the business, occupation or profession of providing any of the services described in 4. (a) or (b) above; or
- (d) injury caused by any “indemnitee” of the “Insured” if such “indemnitee” is engaged in the business, occupation or profession of providing any of the services described in 4. (a) or (b) above.

As used in this definition, “indemnitee” means a third person or organization for whom or for which the “Insured” assumes “tort liability” pursuant to an “insured contract”.

5. **“Employee”** includes a “leased worker” and a “temporary worker”.
 - (a) “Employers liability” means “bodily injury” sustained by any “employee” of the Named Insured or of an organization described in Definition 8. (b) or (c) where such “bodily injury” is otherwise covered by this Policy arising out of and in the course of employment by the



“Insured” or during the performance of duties related to the conduct of the “Insured’s” business.

6. **“Freelance Employee”** means a person who is self-employed and is not an “employee” of the “Insured” but who acts at the direction of and within the scope of duties determined by the “Insured”.
7. **“Impaired Property”** means tangible property, other than the “Insured’s products” or the “Insured’s work”, that cannot be used or is less useful because:
- (a) it incorporates the “Insured’s product” or the “Insured’s work” that is known or thought to be defective, deficient, inadequate or dangerous; or
 - (b) the “Insured” has failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of the “Insured’s product” or the “Insured’s work” or the “Insured” fulfilling the terms of the contract or agreement.
8. **“Insured”** means:
- (a) the Named Insured;
 - (b) any organization in which the Named Insured holds a majority interest as of the effective date of this Policy and to which more specific insurance does not apply;
 - (c) any organization acquired or formed after the effective date of this Policy in which the Named Insured holds a majority interest and to which more specific insurance does not apply. Coverage under this provision is afforded (i) until the 90th day after the acquisition or creation of such organization or (ii) the end of the “policy period”, whichever is earlier. This Item (c) will not apply if such organization has been added to the Policy by Endorsement. However, this Policy does not apply to any liability for damages or injury which commenced before the Named Insured acquired or formed such organization;
 - (d) any present or former partner, joint venture member, officer, director or shareholder of the Named Insured or of an organization described in (b) or (c) above while acting within the scope of his or her duties as such;
 - (e) except with respect to coverage afforded under **SECTION I – COVERAGE C**, any former or present “employee” of the Named Insured or of an organization described in (b) or (c) above while acting within the scope of his or her duties as such;
 - (f) any person, partnership, firm, corporation or governmental entity for whom or for which the Named Insured or an organization described in (b) or (c) above has contracted to effect insurance. However, the insurance provided for such Insured is restricted to apply solely to liability arising out of operations performed under this contract and only to the extent required by this contract;
 - (g) any person or organization while acting as the real estate manager for the Named Insured or an organization described in (b) or (c) above.
 - (h) if the Named Insured is an individual, his or her spouse, but only with respect to the conduct of a business of which the Named Insured is the sole owner;
 - (i) if the Named Insured is a partnership or joint venture, the members, partners and their spouses, but only with respect to the conduct of the “Insured’s” business;
 - (j) the legal representative of the Named Insured if he or she dies but only with respect to duties as such;



- (k) "volunteer workers", but only while performing duties or functions related to the conduct of the Named Insured's business or the business of an organization described (b) or (c) above.
- (l) any vendor, but only with respect to "bodily injury" or "property damage" arising out of the distribution or sale of the "Insured's products" in the regular course of that vendor's business and only if "products and completed operations hazard" coverage is provided under this Policy.

No vendor is an "Insured" with respect to:

- "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however, this exclusion does not apply to liability for damages the vendor would have in the absence of such contract or agreement;
- any express warranty unauthorized by the Named Insured;
- any physical or chemical change in the "Insured's products" made intentionally by the vendor;
- repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the "Insured's products";
- the "Insured's products" which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance, by or for the vendor;
- any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally makes in the usual course of business, in connection with the distribution or sale of the "Insured's products"; or
- any of the "Insured's products" or completed operations contained within the "products and completed operations hazard" which are excluded under this Policy.

The coverage provided by this Policy does not apply to any person or organization, as "Insured", from whom or from where the Named Insured acquires the "Insured's product" or any ingredient, part or container, entering into, accompanying or containing the "Insured's products"

- (m) all additional individuals for who a certificate of insurance has been issued on behalf of the Insurer, but only with respect to liability arising out of the "Insured's" operations or premises owned by or rented to the "Insured".
- (n) "freelance employees" but only for the work done within the scope of their employment by the "Insured" or the "Insured's" performance of duties related to the conduct of the "Insured's" business for whom the "Insured" compensates directly. However, none of these employees is an "Insured" for:
 - (i) "bodily injury" or "personal injury" to the "Insured" or to another "employee" while in the course of his or her employment; or
 - (ii) "bodily injury" or "personal injury" to any person who at the time of injury is entitled to benefits under any worker's compensation or disability benefits law or a similar law; or
 - (iii) "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or

- (iv) “property damage” to property owned or occupied by or rented or loaned to that “freelance employee,” any of the “Insured’s” other “employees,” or any of the “Insured’s” partners or members (if the “Insured” is a partnership or joint venture).
- (o) “loan out corporations” but only for the work done by loaned within the scope of their employment by the “Insured” or their performance of duties related to the conduct of the “Insured’s” business.

9. “Insured Contract” means.

- a. a lease of premises;
- b. a sidetrack agreement;
- c. an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. any other easement agreement;
- e. an indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. an elevator maintenance agreement;
- g. that part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay “compensatory damages” because of “bodily injury” or “property damage” to a third person or organization, if the contract or agreement is made prior to the “bodily injury” or “property damage”; or
- h. a filming location rental agreement

However, “Insured Contract” does not include that part of any contract or agreement under which you assume the tort liability as respects the following:

- a. that indemnifies an architect, engineer or surveyor for for injury or damage arising out of preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications or for giving directions, instructions, or failing to give them if that tis the primary cause of the injury or damage/
- b. If the insured is an architect, engineer or surveyor and assumes liability for injury or damage arising out of the Insureds rendering or failing to render professional survices for supervisory, inspection or engineering services and including those listed in 1 above.

10. “Insured’s product” means goods or products, other than real property, manufactured, sold, handled or distributed or disposed of by the Named Insured or an organization described in Definition 8.(b) or 8.(c) above or by others trading under the name of the Named Insured or an organization described in Definition 8.(b) or 8.(c) above, including any container thereof (other than a vehicle), materials, parts or equipment furnished in connection with such goods or products. “Insured’s product” includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the product and the provision or failure to provide warnings or instructions. “Insured’s product” does not include vending machines or other property rented to or located for use of others but not sold.

11. “Insured’s work” means work or operations performed by or on behalf of the Named Insured or an organization described in Definition 8.(b) or 8.(c) above and materials, parts or equipment furnished in connection with such work or operations. “Insured’s work” includes warranties or representations made

any time with respect to the fitness, quality, durability, performance or use of the work, and the providing or failure to provide warnings or instructions.

12. **“Leased worker”** means a person leased to the “Insured” under an agreement with a labour leasing firm to perform duties related to the conduct of the “Insured’s” business. “Leased worker” does not include a “temporary worker”.
13. **“Loan out corporation”** means a corporation, partnership or joint venture which provides the services of its employees to the Named Insured.
14. **“Loss adjustment expense”** means those expenses incurred by the Insurer pursuant to **SECTION III – SUPPLEMENTAL PAYMENTS** of this Policy. “Loss adjustment expense” does not include salaries of the Insurer’s “employees” involved in the investigation, settlement and defense of claims or “suits”.
15. **“Mobile equipment”** means a land vehicle, including any machinery or apparatus attached thereto, whether or not self-propelled and
 - (a) not subject to motor vehicle registration; or
 - (b) maintained for use solely on premises owned by or rented to the Named Insured, including the ways immediately adjoining; or
 - (c) designed for use principally off public roads; or
 - (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers, other than the mix-in-transit type, graders, scrapers, rollers and other road construction or repair equipment, geophysical exploration and well servicing equipment.
16. **“Occurrence”** means:
 - (a) with respect to “bodily injury”, “property damage” or “employers’ liability”, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All damages arising out of the same or related acts or omissions of the Insured or out of one lot of goods or products manufactured, prepared or acquired by the “Insured” shall be deemed to arise out of one “occurrence.”
 - (b) with respect to “personal injury” or “advertising injury”, a covered offense. All damages that arise from the same or related act, publication or general conditions will be deemed to arise out of the same “occurrence”, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.
17. **“Other insurance”** means a policy of valid and collectible insurance affording coverage that this Policy also affords and includes any type of self-insurance or other mechanism by which an “Insured” arranges for funding of legal liabilities.
18. **“Personal injury”** means injury, other than “bodily injury” or “advertising injury”, arising out of one or more of the following offenses committed in the course of the “Insured’s” business:
 - (a) false arrest, detention or imprisonment;
 - (b) malicious prosecution;
 - (c) the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- (d) oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - (e) oral or written publication, in any manner, of material that violates a person's right of privacy.
- 19. "Policy period"** means that period designated in Item 4 of the Declarations of this Policy or any renewals thereof.
- 20. "Products and completed operations hazard"** means all "bodily injury" and "property damage" occurring away from premises the "Insured" owns or rents and arising out the "Insured's product" or "Insured's work" except:
- (a) products that are still in the "Insured's" physical possession; or
 - (b) work that has not yet been completed or abandoned. The "Insured's work" will be deemed completed at the earliest of the following times:
 - (i) when all of the work to be performed by or on behalf of the "Insured" under the contract has been completed;
 - (ii) when all of the work to be performed by or on behalf of the "Insured" at the site has been completed if the contract calls for work at more than one site; or
 - (iii) when that part of the work done at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

This hazard does not include "bodily injury" or "property damage" arising out of the pick-up, delivery or transportation of property or the existence of tools, uninstalled equipment or abandoned or unused materials.

- 21. "Professional services"** means:
- (a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - (b) any professional service or treatment conducive to health, including fitness, weight training and athletic coaching;
 - (c) professional services of a pharmacist;
 - (d) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - (e) the handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
 - (f) any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometric services or treatments;
 - (g) the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
 - (h) supervisory, inspection, architectural, design or engineering services;
 - (i) accountant's, notary's (Quebec), notary public's, paralegal's, law clerk's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, consultant's or advisor's professional advice or activities;



- (j) any computer programming or re-programming, consulting, advisory or related services; and
- (k) claim, investigation, adjustment, appraisal, survey or audit services.

22. “Property Damage” means:

- (a) physical injury to or destruction of tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- (b) loss of use of tangible property that is not physically injured or destroyed. All such loss will be deemed to occur at the time of the “occurrence” that caused it.

23. “Suit” means a civil proceeding in which injuries or damages to which this insurance applies are alleged. “Suit” includes:

- (a) an arbitration proceeding in which such damages are claimed and to which the “Insured” must submit or does submit with our consent; or
- (b) any other alternative dispute resolution proceeding in which such damages are claimed and to which the “Insured” submits with our consent.

24. “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.

25. “Tort Liability” means a liability that would be imposed by law in the absence of any contract or agreement.

26. “Volunteer worker” means a person who is not an “employee” of the “Insured” and is not paid a fee, salary or other compensation by the “Insured” or anyone else for his or her work performed for the “Insured” but who acts at the direction of and within the scope of duties determined by the “Insured”.

SECTION VIII – CONDITIONS

This Policy is subject to the following conditions:

1. Action Against Insurer:

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until the amount of the “Insured’s” obligation to pay shall have been finally determined either by judgment against the “Insured” after actual trial or by written agreement of the “Insured”, the claimant and the Insurer. Every action or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or written agreement and not afterwards. 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.

2. Adjustment of Premium:

Unless otherwise stated, the premium stated in the Declarations is a deposit premium. Premium adjustment will be made at the end of the “policy period” and will be based upon the rates stated in the Declarations or in any Endorsement attached to this Policy.

Additional premium and return premium for newly acquired and newly divested operations, respectively, will be computed in accordance with the Insurer's rules and rating plans.

The deposit premium will be credited against the adjusted premium. If the adjusted premium for this Policy exceeds the deposit premium, the first Named Insured will immediately pay the additional amount to the Insurer. If the deposit premium exceeds the adjusted earned premium, the Insurer will immediately return to the first Named Insured the unearned portion of the deposit premium, subject to the retention, by the Insurer, of the Minimum Annual Premium, if any, stated in Item 7 of the Declarations.

3. **Appeals:**

At its option, the Insurer can initiate or participate in an appeal of a judgment against any “Insured”. If the Insurer initiates or participates in an appeal, the Insurer will pay the costs of the appeal. These payments will be in addition to the Limits of Liability of this Policy.

4. **Audit of Books and Records:**

The Insurer may audit the “Insured’s” books and records at any time during the Policy Period and any extension thereof, and during a one-year period following termination or expiry.

5. **Bankruptcy or Insolvency:**

Bankruptcy, insolvency or inability to pay of the “Insured” or the “Insured’s” estate will not relieve the Insurer of its obligations under this Policy. Under no circumstances will such bankruptcy, insolvency or inability to pay require the Insurer to drop down and replace the Deductible stated in Item 6(a) of the Declarations or assume any obligation associated with said Deductible.

6. **Canadian Currency Clause:**

Unless otherwise stated in Item 10 of the Declarations, all limits, premiums and other amounts expressed in this Policy are in Canadian currency.

7. **Termination:**

This policy may be terminated:

- (a) by the first Named Insured at any time upon written notice to the Insurer stating when thereafter termination is to become effective. If the premium is not adjustable, the return premium will be calculated on a short rate basis for the time the policy has been in force. If the premium is subject to an adjustment rate, the return premium will equal the excess of the deposit premium over the actual amount of adjustable earned premium, when determined, for the time the policy has been in force.
- (b) by the Insurer giving to the first Named Insured 90 days written notice, or 15 days written notice for non-payment of premium, of termination by registered mail. Notice of termination will be mailed to the first Named Insured's last known address. If the premium is not adjustable, the return premium will be calculated on a pro-rata basis for the time the policy has been in force. If the premium is subject to an adjustment rate, the return premium will be equal to the excess of the deposit premium over the actual amount or adjustable earned premium, when determined, for the time the policy has been in force.

In either case, the return premium will be subject to the retention, by the Insurer, of the Minimum Retained Premium, if any, stated in the Item 7 of the Declarations.

8. **Waiver or Amendment:**

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or amendment in any part of this Policy. The terms of this Policy can only be waived or amended by a written Endorsement issued to form part of this Policy.

9. **Duties in the Event of Occurrence, Claim or Suit:**

- (a) In the event of an “occurrence” which may result in a claim under this Policy, the “Insured” shall notify the Insurer thereof as soon as possible at its address indicated on the Declarations. Such notice shall contain all reasonably available information pertaining to the “occurrence”.

Knowledge of an “occurrence” by any agent, “employee”, “temporary worker” or “volunteer worker” of the “Insured” will not constitute knowledge by the “Insured”, unless an officer of



the “Insured” or his designee receives notice of such “occurrence” from its agent, “employee”, “temporary worker” or “volunteer worker”.

- (b) 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” representative.
- (c) The “Insured” shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements, in the conduct of a “suit” and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the “Insured” because of damages covered by this Policy. The “Insured” shall also attend hearings and trials and assist in obtaining and giving evidence and securing the attendance of witnesses.
- (d) Additionally, it is a requirement of this Policy that the “Insured” not make any admission of liability, nor, except at its own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for immediate medical relief to others as is imperative at the time of an “occurrence”.
- (e) The Insurer is entitled to deny coverage for any claim in the event that the “Insured” does not fulfill the duties set out in (a) to (d) above and the Insurer thereby sustains prejudice.

10. Inspection:

The Insurer has the right, but not the duty, to inspect the “Insured's” premises and operations at any time during the policy period and any extension thereof. The Insurer's inspections are not safety inspections and the Insurer does not warrant that the premises or operations comply with laws, regulations, codes or standards. The Insurer's inspections relate only to the subject matter of this insurance and to the premium to be charged. The Insurer assumes no responsibility and waives no rights by reason of such inspection, examination, audit or the omission thereof.

11. Premiums and Changes:

The first Named Insured shown in the Declarations is solely responsible for making or receiving payments of premiums or adjustments of premium. The first Named Insured will act on behalf of all other “Insureds” for giving and receiving of notice of termination and for giving instructions to or agreeing with the Insurer with respect to alteration of this Policy.

12. Other Insurance:

The coverage afforded by this Policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the “Insured” has other insurance, which is applicable to a loss on an excess or contingent basis, the Limits of Liability under this Policy will not be reduced by the existence of such other insurance. When insurance provided by this Policy and by “other insurance” apply to a loss on the same basis, whether primary, excess or contingent, the Insurer will be liable under this Policy for the proportion of such loss stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares:

If all “other insurance” provides for contribution by equal shares, the Insurer will also follow this method. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of liability or the full amount of the loss is paid, whichever comes first.

- (b) Contribution by Limits:

If any “other insurance” does not provide for 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 liability to the total limits of liability of all insurers.



13. Severability of Insureds:

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

- (a) as if each “Insured” were the only “Insured”; and
- (b) separately to each “Insured” against whom claim is made or “suit” is brought.

14. Transfer of Rights and Duties:

The Named Insured's rights and duties under this insurance may not be transferred without the Insurer's written consent. In the event of death of an individual Named Insured, 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 temporary custody of the Named Insured's property will have the Named Insured's rights and duties but only with respect to that property.

15. Liberalization Clause

If within sixty days (60) prior to or during the “policy period”, the Insurer does a revision to the coverages provided under this Policy which would broaden such coverages without the need for any additional premium then such broadened coverage will immediately apply to this Policy.

16. Conformity with Laws, Trade Sanctions or Embargoes

This Policy does not provide any cover for any business or activity to the extent that such cover would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sections, laws or regulations, including Canada, the United States of America, the European Union or the United Kingdom.

17. Subrogation:

The Insurer shall be subrogated to all of the “Insured’s” rights of recovery with respect to any payment made under this Policy. In this regard, the “Insured” shall execute any documentation required to enforce such rights and shall co-operate in all respects with the Insurer to assist in the enforcement of such rights. In witness whereof, we have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by one of our duly authorized representatives, where required by law.

GENERAL (STATUTORY) CONDITIONS

(Province of Quebec)

This Policy is subject to the Civil Code of the Province of Quebec, Title Fifth - Of Insurance (Replaced 1974, Bill 7, s.2)

References to the Code are for information only and are not necessarily intended to reflect its official wording. The General Conditions apply to all perils insured by this Policy.

EFFECTIVE DATE, Policy PERIOD, TERMINATION

1. (1) Effective Date and Policy Period

This Policy is in force as of the date and for the period shown in the Declarations.

(2) Termination (Art. 2567,2569)

This contract may be terminated at any time:

- (a) By the named insured giving written notice. Termination takes effect upon receipt of the notice and the insured shall therefore be entitled to a refund of the excess of premium actually paid over the short-term rate for the expired time;
- (b) By the Insurer giving written notice. Termination takes effect fifteen days following receipt of such notice and the Insurer shall refund the excess of premium actually paid over the pro rat a premium for the expired time; 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.

In this Condition the expression "premium actually paid" means premium actually paid by the insured to the Insurer or its agent, but does not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the insured.

MISREPRESENTATION

2. (1) At Time Policy is Issued (Art. 2485, 2487, 2488)

Misrepresentation by the insured of, or omission on his part to disclose, any circumstances known to him and likely to materially influence a reasonable Insurer in the setting of premium, the evaluation of the risk or the decision to insure, avoids the contract at the option of the Insurer, even for losses not related to the risks so misrepresented or not fully disclosed.

However, in the absence of bad faith, the Insurer is liable for payment of the loss in the proportion that the premium collected bears to that which it should have collected, except where it is established that it would not have insured the risk had it known the true nature of the risk.

(2) While Policy is in Force (Art. 2489,2566)

The insured shall promptly notify the Insurer of any increase in the risk within his knowledge and control and which is likely to materially influence a reasonable insurer in the setting of the rate of premium, the evaluation of the risk or the decision to continue to insure it. The Insurer may then terminate the contract or notify the insured in writing that, if he desires the contract to continue in force, he must within thirty days of receipt of

the notice, pay to the Insurer the additional premium specified in the notice failing which the contract is no longer in effect.

Any failure by the insured to comply with the above gives rise to the same penalties as in Condition 2(1).

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

(3) In the Event of a Loss (Art. 2574)

Any willfully false statement in a proof of loss invalidates the rights of the person making it to any indemnity related to the risk so misrepresented.

CLAIMS

3. Duties of the Insured (Art. 2572,2573,2588,2589)

(1) In the event of any loss of or damage to the insured property, the insured or any interested person shall:

- (a) forthwith give notice thereof to the Insurer with fullest obtainable information at the time;
- (b) at the expense of the Insurer, take all reasonable steps to prevent further loss or Damage to the insured property. Any such further loss or Damage resulting directly or indirectly from the insured's failure to take such action shall not be recoverable;
- (c) not undertake any repair or shall not remove any physical evidence of the loss or Damage without the written consent of the Insurer unless it is necessary to prevent Damage to such property, or until the Insurer had reasonable time to examine the property;
- (d) deliver to the Insurer within ninety days of the loss a solemn declaration stating to the best of his knowledge or belief,
 - (i) where, when, and how the loss occurred and the amount of loss claimed,
 - (ii) the interest of the insured and of all others in the property with particulars of all the charges thereon,
 - (iii) all other insurances, whether valid or not, covering the insured property;
- (e) state that the loss did not occur through his willful act or neglect or his connivance;
- (f) produce at such place reasonably designated by the Insurer or its representative, all relevant documents in his possession or control and permit extracts and copies thereof to be made;
- (g) facilitate the salvage of the Damaged property, provided the Insurer shall contribute pro rata towards expenses in connection with steps taken by the insured according to the respective interest of the parties;
- (h) promptly give notice to the police or other persons in authority of any loss caused by theft, burglary, robbery or any attempt thereat or by malicious act;
- (i) not abandon the property insured without the consent of the Insurer.

(2) In the event of bodily injury or property Damage sustained by a third party, the insured shall:

- (a) forthwith give detailed notice thereof to the Insurer and of any claim resulting therefrom;
- (b) forthwith send to the Insurer every notice, letter or writ or document received from third parties;

- (c) not assume any obligation or settle any claim, except at his own cost;
- (d) not interfere in any settlement or legal proceeding;
- (e) upon the Insurer's request, cooperate with the Insurer in establishing the facts, securing and giving evidence and obtaining the attendance of witnesses;
- (f) assist the Insurer, except in a pecuniary way, in the defense of any action or proceeding or in the enforcement of 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 provided under this Policy.

4. 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 the event of absence or inability of such insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance "money" is payable.

SETTLEMENT

5. Basis of Settlement

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time any loss or Damage occurs.

6. Replacement (Art. 2586)

Except where an appraisal has been made, the Insurer instead of making payment, may repair, rebuild, or replace the property Damaged or lost with other of like kind and quality, giving written notice of its intention to so within fifteen days after receipt of the proofs of loss. In that event the Insurer shall commence to so repair, rebuild or replace the property as soon as practicable after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

7. Time of Payment of Insurance "money" (Art. 2575)

The Insurer shall pay claims within sixty days after receipt of notice of loss or proof of loss or of information required by the Insurer or, where arbitration is held within fifteen days from the arbitration award.

8. Salvage (Art. 2586)

Where a claim is settled on a total loss basis, the salvage shall vest in the Insurer, but there shall be no abandonment of the Damaged property to the Insurer without its consent.

9. Premium (Art. 2571)

Where a premium is outstanding at the time of settlement of a loss relating to property insured, the Insurer may deduct it from the indemnity payable.

10. Disagreement (Art. 2587)

Any disagreement as to the nature, extent, amount of the loss or the adequacy of repairs or replacement, shall be determined by arbitration whether the right to recover on the contract is disputed or not.

The insured and the Insurer shall each select one appraiser and the two so chosen shall then select an umpire.

Thereafter the two appraisers together shall determine the matters in disagreement before them, specifying the property Damaged and its value, and failing agreement shall submit their differences to the umpire.

If either party fails to name an appraiser within seven days after being served with written notice to do so, or if the appraisers fail to agree upon an umpire within fifteen days after their appointment, or if an appraiser or umpire refuses to act or is incapable of acting, a judge of a court having jurisdiction may appoint such appraiser or umpire on the application of the insured or of the Insurer.

The award shall be made in writing by a majority.

For the remainder, the procedure provided in sections 940 to 951 of the Quebec Code of Civil Procedure (R.S. 1977, c. C-25) applies mutatis mutandis.

Each party shall pay the appraiser selected by him, and shall bear equally the other expenses of the arbitration and of the umpire.

11. Subrogation (Art. 2576)

The Insurer, upon making any payment or assuming liability there for under this Policy, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the 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.

12. Other Insurance

(1) Property Insurance (Art. 2585)

Where several valid insurance contracts have been made without fraud on the same property and against the same risks, each shall attach in proportion to all the insurance in force up to the amount of the loss.

The Insurers are not allowed to invoke the benefit of division against the insured; the latter may sue each of them for the full amount of the coverage he has contracted for until he has been fully indemnified.

(2) Liability Insurance

The liability insurance provided by this contract is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amount of the Insurer's liability under this contract shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Insurer shall not be liable under this contract for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution of Equal Share:

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

(b) Contribution by Limits:

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

13. Limitation of Actions (Art. 2495)

Every action or proceeding against the Insurer under the contract shall be commenced:

- (1) Within three years from the date the right of action has arisen in respect of loss of or Damage to the Insured property:
- (2) Within one year from the time the insured's liability has been determined by agreement or judgment subject to any law on limitation of action in respect of injury or Damage to third parties.

GENERAL PROVISIONS

14. Changes

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

15. Inspection - Audit

The Insurer and its authorized representatives shall have the right to inspect the insured property and to examine the insured's books and records related to the subject matter of this insurance.

16. Assignment (Art. 2577,2578)

Assignment of interest under this contract shall not bind the Insurer until its consent is endorsed hereon; if, however, the named insured shall die or be adjudged bankrupt or insolvent or if there be a transfer of interest in the insurance from one insured to another, this contract shall cover the insured's heir, the trustee in bankruptcy or the remaining insured.

17. Waiver

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

18. Action against Insurer

The insured may not bring an action to recover the amount of a claim under this contract unless the requirements of this contract have been complied with nor until the amount of the loss has been ascertained by arbitration as therein provided, or by judgment against the insured or by agreement between the parties with the written consent of the Insurer.

19. Notice

Any written notice to the Insurer may be sent by registered mail or certified post or delivered to the Insurer or its authorized agent. Written notice may be given to the insured named in the contract by letter personally delivered to him or by mail addressed to him at his latest known address.

20. No Benefit to Bailee

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

21. Pair and Set

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

22. 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.

23. Fire or Explosion Caused by Volcanic Eruptions, Earthquakes and Other Cataclysms

Notwithstanding Article 2593 of the Civil Code of the province of Quebec, the Insurer is liable for fires or explosions directly caused by volcanic eruptions, earthquakes and other cataclysms.

CONDITIONS

(Applicable to All Common Law Provinces and Territories except Alberta, British Columbia and Manitoba)

The following Policy conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy (including fire).

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 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 avoids 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 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**

(1) This contract may be terminated,

(a) by the Insurer giving to the Insured written notice of termination at least:

- (i) five (5) days before the effective date of termination if personally delivered;
- (ii) fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or
- (iii) thirty (30) days before the effective date of termination if the contract is terminated by registered mail for any other reason.

(b) by the Insured at any time on request.

(2) When this contract is terminated by the Insurer,

- (a) 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
- (b) the refund shall accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) 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.

- (4) The refund may be made by “money”, postal or express company “money” order or cheque payable at par.
- (5) The fifteen (15) and thirty (30) days mentioned in clauses (1)(a)(ii) and (iii) 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.

6. **Requirements after Loss**

- (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,
 - (a) immediately give notice of the loss or Damage in writing to the Insurer;
 - (b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the lost or Damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
 - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,
 - (iv) showing the amount of other insurances and the names of other Insurers,
 - (v) showing the interest of the Insured and of all others in the property with particulars of all mortgages, liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the insured property was located at the time of loss or Damage;
 - (c) if required, give a complete inventory of unDamaged property, showing in detail quantities cost, actual cash value;
 - (d) 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.
- (2) The evidence furnished under clauses (1) (c) and (d) 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**

- (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.

- (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 (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 days after completion of the proof of loss, unless the contract provides for a shorter period.

13. **Replacement**

- (1) The Insurer, instead of making payment, may repair, rebuild, or replace the property lost or Damaged, giving written notice of its intention to do so within thirty (30) days after receipt of the proof of loss.
- (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 year after the loss or Damage occurs, unless legislation provides otherwise.

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.

16. **Contribution**

If on the happening of any loss or Damage to property in consequence 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 hereunder shall be limited to its rateable proportion of such claim.

STATUTORY CONDITIONS

(Applicable to Alberta and British Columbia only)

Misrepresentation

1. 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.

Property of others

2. The insurer is not liable for loss or Damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

3. 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.

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
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
 - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
 - (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) 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) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2)(a) applies in respect of the unearned portion of the premium.

Termination of insurance

5.
 - (1) The contract may be terminated
 - (a) by the insurer giving to the insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
 - (2) If the contract is terminated by the insurer,
 - (a) 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
 - (b) 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.

- (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.
- (4) The fifteen (15) day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address

Requirements after loss

6. (1) On the happening of any loss of or Damage to insured property, the insured must, if the loss or Damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the insurer,
 - (b) 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,
 - (i) 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,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) stating the amount of other insurances and the names of other insurers,
 - (v) 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,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
 - (c) if required by the insurer, give a complete inventory of unDamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7. 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.

Who may give notice and proof

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
 - (a) by the agent of the insured, if

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

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.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

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

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.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the insurer.

When loss payable

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

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 thirty (30) days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within forty-five (45) days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14. (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.
- (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.

STATUTORY CONDITIONS

(Applicable to Manitoba only)

Misrepresentation

1. 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.

Property of others

2. The insurer is not liable for loss or Damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

3. 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.

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
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) 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) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2)(a) applies in respect of the unearned portion of the premium.

Termination of contract

5. (1) The contract may be terminated
 - (a) by the insurer giving to the insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
 - (a) 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
 - (b) 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.
- (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.
- (4) The fifteen (15) day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

6. (1) On the happening of any loss of or Damage to insured property, the insured must, if the loss or Damage is covered by the

contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
 - (b) 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,
 - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
 - (iv) stating the amount of other insurances and the names of other insurers,
 - (v) 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,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
 - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7. 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.

Who may give notice and proof

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
- (a) by the agent of the insured, if
 - (i) the insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or
 - (b) by a person to whom any part of the insurance “money” is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

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.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

10. After loss or Damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or Damage, and

- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or Damage, but
 - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
 - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

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.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the insurer.

When loss payable

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

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 thirty (30) days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within forty-five (45) days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

- 14. (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.
- (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.



Endorsement No. 1

NON-OWNED AUTOMOBILE ENDORSEMENT

Effective Date: As shown on the individual binders of insurance
Policy Number: **RMCEL16481019**
Issued to: As shown on the individual binders of insurance
Issued by: Liberty Mutual Insurance Company
Broker: Front Row Insurance Brokers Inc.

In consideration of the premium for which this Policy is issued, it is understood and agreed that this Policy is amended to include the following forms and as attached to this Policy;

1. S.P.F. No. 6 (Standard Non-Owned Automobile Policy)
2. S.E.F. No. 96
3. S.E.F. No. 99
4. Q.P.F. No. 6 (Quebec Automobile Insurance Policy Non-Owned Form)
5. Q.E.F. No. 96
6. Q.E.F. No. 99

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

S.P.F. No. 6 - STANDARD NON-OWNED AUTOMOBILE POLICY

(Approved for use in all provinces except Québec)

LIBERTY MUTUAL INSURANCE COMPANY

(HEREINAFTER CALLED THE INSURER)

WHEREAS AN APPLICATION HAS BEEN MADE BY THE APPLICANT (HEREINAFTER CALLED THE INSURED) TO THE INSURER FOR A CONTRACT OF AUTOMOBILE INSURANCE AND THE SAID APPLICATION FORMS PART OF THIS CONTRACT OF INSURANCE AND IS AS FOLLOWS: -

ITEMS

APPLICATION

1. FULL NAME OF THE APPLICANT: As stated on the Declarations
 POSTAL ADDRESS (INCLUDING COUNTY OR DISTRICT): As stated on the Declarations
 APPLICANT IS: As stated on the Declarations

(STATE WHETHER INDIVIDUAL, PARTNERSHIP, CORPORATION, MUNICIPALITY OR ESTATE)

2. POLICY PERIOD
 FROM: As stated on the Declarations TO: As stated on the Declarations 12:01 A.M. LOCAL TIME AT THE APPLICANT'S POSTAL ADDRESS STATED HEREIN AS TO EACH OF SAID DATES

3. THE AUTOMOBILES IN RESPECT OF WHICH INSURANCE IS TO BE PROVIDED ARE THOSE NOT OWNED IN WHOLE OR IN PART BY, NOR LICENSED IN THE NAME OF THE APPLICANT, USED IN THE APPLICANT'S BUSINESS OF:

As stated on the Introduction.

4. THE APPLICANT'S PARTNERS, OFFICERS, EMPLOYEES AND AGENTS AS OF THE DATE OF THIS APPLICATION ARE AS FOLLOWS:

LOCATION	PARTNERS, OFFICERS AND EMPLOYEES WHO REGULARLY USE AUTOMOBILES NOT OWNED BY THE APPLICANT IN HIS BUSINESS.						ALL OTHER PARTNERS, OFFICERS AND EMPLOYEES			ALL APPLICANT'S AGENTS		
	CLASS "A1" PRIVATE PASSENGER			CLASS "A2" COMMERCIAL			CLASS "B"			CLASS "C"		
	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM

☒ All partners, officers, employees and agents of the Applicant.

5. "HIRED AUTOMOBILES" -- THE AUTOMOBILES HIRED BY THE APPLICANT ARE AS FOLLOWS:

TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATES PER \$100 OF COST OF HIRE	ADVANCE PREMIUM

☒ All hired automobiles covered, subject to reporting and premium adjustment.

THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE POLICY PERIOD AS PROVIDED IN THE POLICY

6. "AUTOMOBILES OPERATING UNDER CONTRACT" ON BEHALF OF THE APPLICANT ARE AS FOLLOWS:

TYPE OF AUTOMOBILE AND DESCRIPTION OF USE	ESTIMATED CONTRACT COST	RATES PER \$100 OF CONTRACT COST	ADVANCE PREMIUM

☒ All automobiles operated under contract covered, subject to reporting and premium adjustment.

THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE POLICY PERIOD AS PROVIDED IN THE POLICY

7. THIS APPLICATION IS MADE FOR INSURANCE AGAINST THE PERILS MENTIONED IN THIS ITEM AND UPON THE TERMS AND CONDITIONS OF THE INSURER'S CORRESPONDING STANDARD POLICY FORM AND FOR THE FOLLOWING SPECIFIED LIMIT.

INSURING AGREEMENT	PERILS	LIMIT	COMBINED PREMIUMS
SECTION A THIRD PARTY LIABILITY	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE APPLICANT.	As Per Binder of Insurance	(EXCLUSIVE OF INTEREST AND COSTS) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.
ENDORSEMENTS	As Per Binder of Insurance		Included
MINIMUM RETAINED PREMIUM	Included	TOTAL PREMIUM	Included

8. HAS ANY INSURER CANCELLED, DECLINED OR REFUSED TO RENEW OR ISSUE, AUTOMOBILE INSURANCE TO THE APPLICANT WITHIN THREE YEARS PRECEDING THIS APPLICATION? IF SO, STATE NAME OF INSURER.

As known to the Insurer.

9. STATE PARTICULARS OF ALL ACCIDENTS OR CLAIMS ARISING OUT OF THE USE OR OPERATION IN HIS BUSINESS OF NON-OWNED AUTOMOBILES BY THE APPLICANT WITHIN THE THREE YEARS PRECEDING THIS APPLICATION.

INJURY TO PERSONS	DAMAGE TO PROPERTY OF OTHERS
<u>As known to the Insurer.</u>	<u>As known to the Insurer.</u>

10. ALL THE STATEMENTS IN THIS APPLICATION ARE TRUE AND THE APPLICANT HEREBY APPLIES FOR A CONTRACT OF AUTOMOBILE INSURANCE TO BE BASED ON THE TRUTH OF THE SAID STATEMENTS.

11. **Excluding British Columbia:** Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured wilfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.

11. **British Columbia:** If, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated in it; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured wilfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.

INSURING AGREEMENT

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

SECTION A - THIRD PARTY LIABILITY

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

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

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

- (a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- *(b) for any liability imposed upon any person insured by this policy:
 - (1) by any workmen's compensation law; or
 - (2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or
- (c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement; or
- (d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or
- (e) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

*Not applicable in the Province of Ontario

ADDITIONAL AGREEMENTS OF INSURER

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

- (1) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- (2) to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- (3) to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- (4) in case the injury be to a person, reimburse any person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- (5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in section A of Item 7 of the application; and
- (6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

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

- (a) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory 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;
- (b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSURED

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

2. TERRITORY

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

3. HIRED AUTOMOBILES DEFINED

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

The term "Automobiles Operated under Contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

5. TWO OR MORE AUTOMOBILES

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

GENERAL PROVISIONS AND DEFINITIONS

6. PREMIUM ADJUSTMENT

The Advance Premium stated in Item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured.

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

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

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

STATUTORY CONDITIONS (Ontario)

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

STATUTORY CONDITIONS (Common Law Jurisdictions Except Ontario and British Columbia)

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

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

- *in all of the Provinces and Territories using these standard, approved forms, only Statutory Conditions 1, 8 and 9 are made applicable to accident benefits insurance and uninsured motorist insurance where it is provided by the contract.*
- *in the Northwest Territories the definition of "insured person" must be read as containing in addition the words "and includes any person to whom benefits may be payable under the accident benefits set out in the Schedule to the Insurance Ordinance."*

1. Material Change in Risk

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

NOTE: *In Prince Edward Island Statutory Condition 1, sub-conditions 2 and 3 are identical with the above quoted Statutory Condition relating to material change in risk.*

2. Prohibited Use by Insured

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

Prohibited Use by Others

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

In the case of Saskatchewan, Statutory Condition 2 reads as follows:

2. Prohibited Use by Insured

- (1) *The insured shall not drive or operate the automobile,*
 - (a) *while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile; or*
 - (b) *unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or*
 - (c) *while he is under the age of 16 years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or*
 - (d) *for any illicit or prohibited trade or transportation; or*
 - (e) *in any race or speed test.*

STATUTORY CONDITIONS
(Common Law Jurisdictions Except Ontario and British Columbia)

Prohibited Use by Others

- (2) *The insured shall not permit, suffer, allow or connive at the use of the automobile,*
- (a) *by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile; or*
 - (b) *by any person,*
 - (i) *unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or*
 - (ii) *while that person is under the age of 16 years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or*
 - (c) *for any illicit or prohibited trade or transportation; or*
 - (d) *in any race or speed test.*

3. Requirements Where Loss or Damage to Persons or Property

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

4. Requirements Where Loss or Damage to Automobile

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

Examination of Insured

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

Insurer Liable for Cash Value of Automobile

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

Repair or Replacement

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

No Abandonment; Salvage

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

In Case of Disagreement

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

5. Inspection of Automobile

The insured shall permit the insurer at all reasonable times to inspect the automobile and its equipment.

6. Time and Manner of Payment of Insurance Money

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

When Action May be Brought

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

STATUTORY CONDITIONS
(Common Law Jurisdictions Except Ontario and British Columbia)

Limitation of Actions

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

NOTE:

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

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

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

7. Who May Give Notice and Proofs of Claim

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

8. Termination

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

NOTE:

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

*** See the "General Rules" attached to this policy for the Short Rate Cancellation Table.**

9. 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.

NOTE:

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

STATUTORY CONDITIONS
(British Columbia)

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

1. Material Change in Risk

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

**STATUTORY CONDITIONS
(British Columbia)**

2. Prohibited Use by Insured

- (1) The insured must not drive or operate the automobile
 - (a) while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile,
 - (b) unless he or she is for the time being either authorized by law or qualified to drive or operate the automobile,
 - (c) while he or she is under the age of 16 years or under such other age as is prescribed by the law of the province in which he or she resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him or her,
 - (d) for any illicit or prohibited trade or transportation, or
 - (e) in any race or speed test.

Prohibited Use by Others

- (2) The insured must not permit, suffer, allow or connive at the use of the automobile
 - (a) by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile,
 - (b) by any person,
 - (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile, or
 - (ii) while that person is under the age of 16 years or under such other age as is prescribed by the law of the province in which he or she resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him or her,
 - (c) for any illicit or prohibited trade or transportation, or
 - (d) in any race or speed test.

3. Requirements if Loss or Damage to Persons or Property

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

4. Requirements if Loss or Damage to Automobile

- (1) If loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by this contract,
 - (a) promptly give notice of it in writing to the insurer with the fullest information obtainable at the time,
 - (b) at the expense of the insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and
 - (c) deliver to the insurer within 90 days after the date of the loss or damage a statutory declaration stating, to the best of the insured's knowledge and belief, the place, time, cause, and amount of the loss or damage, the interest of the insured and of all others in it, the encumbrances on it, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.
- (2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subcondition (1) of this condition is not recoverable under this contract.
- (3) Repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, must not be undertaken and physical evidence of the loss or damage must not be removed
 - (a) without the written consent of the insurer, or
 - (b) until the insurer has had a reasonable time to make the examination for which provision is made in statutory condition 5.

Examination of Insured

- (4) The insured must submit to examination under oath, and must produce for examination at such reasonable place and time as is designated by the insurer or its representative, all documents in the insured's possession or control that relate to the matters in question, and the insured must permit extracts and copies of them to be made.

Insurer Liable for Cash Value of Automobile

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

Repair or Replacement

- (6) Unless an appraisal has been made, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality if, within 7 days after the receipt of the proof of loss, it gives written notice of its intention to do so.

No Abandonment; Salvage

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

In Case of Disagreement

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

**STATUTORY CONDITIONS
(British Columbia)**

5. Inspection of Automobile

The insured must permit the insurer at all reasonable times to inspect the automobile and its equipment.

6. Time and Manner of Payment of Insurance Money

- (1) The insurer must pay the insurance for which it is liable under this contract within 60 days after the proof of loss has been received by it or, if an appraisal is made under subcondition (8) of statutory condition 4, within 15 days after the award is rendered by the appraisers.

When Action May be Brought

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

Limitation of Actions

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

7. Who May Give Notice and Proofs of Claim

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

8. Termination

- (1) This contract may be terminated
- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
- (2) If this contract is terminated by the insurer,
- (a) the insurer must refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but in no event must the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund must be made as soon as practicable.
- (3) If this 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, but in no event must 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 15 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.

*** See the "General Rules" attached to this policy for the Short Rate Cancellation Table.**

9. 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 British Columbia. Written notice may be given to the insured named in this contract 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.



S.E.F. No. 96

(for attachment only to a Non-Owned Policy S.P.F. No 6)

Effective Date: As shown on the individual binders of insurance

Policy Number: **RMCEL16481019**

Issued to: As shown on the individual binders of insurance

Issued by: Liberty Mutual Insurance Company

Broker: Front Row Insurance Brokers Inc.

In consideration of the premium charged, it is understood and agreed that exclusion (c) of the Insuring Agreement of the policy to which this endorsement is attached amended to read as follows:

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

Date(s) of Contract(s)

All written contracts within the Policy Period

Name(s) of other contracting party or parties

As shown on all written contracts

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



S.E.F. No. 99 Excluding Long Term Leased Vehicle Endorsement

(for attachment only to a Non-Owned Policy S.P.F. No 6)

Effective Date: As shown on the individual binders of insurance

Policy Number: **RMCEL16481019**

Issued to: As shown on the individual binders of insurance

Issued by: Liberty Mutual Insurance Company

Broker: Front Row Insurance Brokers Inc.

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

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

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

QUEBEC AUTOMOBILE INSURANCE POLICY - Q.P.F. NO. 6 (NON-OWNED FORM)

APPROVED BY THE AUTORITÉ DES MARCHÉS FINANCIERS

DECLARATIONS

ITEM 1

Full name and address of the Insured: As shown on the individual binders of insurance issued

The Insured: As shown on the individual binders of insurance

ITEM 2

Contract period:

From: As shown on the individual binders of insurance To: As shown on the individual binders of insurance
12:01 A.M. standard time at the Insured's address stated above as to each of said dates.

ITEM 3

The automobiles in respect of which insurance is to be provided are those not owned in whole or in part by, nor registered in the name of the Insured, used in the Insured's business of: As shown on the individual binders of insurance

ITEM 4

INSURED'S EMPLOYEES, SHAREHOLDERS, OFFICERS, MEMBERS, PARTNERS OR MANDATORIES AS OF THE DATE OF THE APPLICATION

Relation- ship to Insured	Employees, shareholders, officers, members or partners who regularly use automobiles not owned by the Insured in his business.						All other employees, officers, shareholders, members or partners			Mandatories of Insured		
	Class "A1" Private passenger			Class "A2" Commercial			Class "B"			Class "C"		
	Number	Rate	Premium	Number	Rate	Premium	Number	Rate	Premium	Number	Rate	Premium
	AS LISTED WITH INSURER							N/A	N/A	N/A	N/A	N/A

ITEM 5

AUTOMOBILES HIRED BY THE INSURED

TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100 COST OF HIRE	ADVANCE PREMIUM
ALL WRITTEN CONTRACTS	N/A	N/A	N/A

THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE CONTRACT PERIOD AS PROVIDED IN THE POLICY.

ITEM 6

AUTOMOBILES OPERATED UNDER CONTRACT ON BEHALF OF THE INSURED

TYPE OF AUTOMOBILE AND USE	ESTIMATED CONTRACT COST	RATE PER \$100 CONTRACT COST	ADVANCE PREMIUM
ALL WRITTEN CONTRACTS	N/A	N/A	N/A

THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE CONTRACT PERIOD AS PROVIDED IN THE POLICY.

ITEM 7

INSURANCE IS HEREBY PROVIDED AGAINST THE PERILS MENTIONED IN THIS ITEM FOR WHICH A PREMIUM IS SPECIFIED AND UPON THE TERMS AND CONDITIONS OF THIS CONTRACT AND SUBJECT TO THE FOLLOWING AMOUNT.

INSURING AGREEMENT	PERILS	AMOUNT	PREMIUM
Section A Civil Liability	Bodily injury to or death of others or damage to their property	\$as shown on the individual binders of insurance (exclusive of interest, expenses and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of	AS SHOWN ON POLICY
Endorsements: No.			\$INCLUDED
Premium due date:			\$Included

ITEM 8

IMPORTANT STATEMENTS FOR UNDERWRITING THE RISK.

ITEM 9

NOTICE

INSURING AGREEMENT

Now, therefore, subject to the limits, terms and conditions, provisions, definitions and exclusions herein stated:

SECTION A – CIVIL LIABILITY

The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives against the pecuniary consequences of civil liability the Insured may incur for loss or damage arising from the use or operation in the business described in the Declarations of any automobile not owned (in whole or in part) by or registered in the name of the Insured, and resulting from bodily injury to or death of others or damage to property of others not in the care, custody or control of the Insured. However, where the loss exceeds the amounts of insurance, the indemnity shall be applied first to the pecuniary consequences of civil liability incurred by the Named Insured.

EXCLUSIONS

The Insurer shall not be liable under this section:

- (1) except where the *Automobile Insurance Act* does not apply, for bodily injury or death covered under the said Act, the Act *respecting industrial accidents and occupational diseases* or the *Crime Victims Compensation Act*;
- (2) 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;
- (3) for any liability imposed by any workmen's compensation law upon any person insured by this section;
- (4) for loss or damage sustained by the Insured or any employee, shareholder, officer, member, partner or mandatory of the Insured while engaged in the business of the Insured, except as provided under a Direct Compensation Agreement established in accordance with the aforementioned *Automobile Insurance Act*.
- (5) for any liability assumed voluntarily by any person insured by this section under any contract or agreement;
- (6) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this section or to any property owned or rented by, or in the care, custody or control of any such person;
- (7) for any sum in excess of the amount stated in section A of Item 7 of the Declarations, and expenditures provided for in the Additional Agreements of this section, irrespective of the number of persons or interests insured;
- (8) for any loss or damage resulting from bodily injury to or death of any person or damage to property arising out of a nuclear energy hazard and in excess of the compulsory amount of liability insurance prescribed by the *Automobile Insurance Act* or the Act *respecting off-highway vehicles*, depending on the type of vehicle involved.

See also General Provisions, Definitions, Exclusions and Conditions.

ADDITIONAL AGREEMENTS

Where indemnity is provided by this section the Insurer further agrees:

- (1) immediately upon receipt of notice of loss, to serve any person insured by this section by such investigation thereof, or by such transactions with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer;
- (2) to take up the interest of any person entitled to the benefit of the insurance and assume his defense in any action which may be brought against him;
- (3) to bear, over and above the proceeds of the insurance, costs and expenses resulting from actions against the Insured, including those of the defense, and interest on the proceeds of the insurance;
- (4) if the injury is to a person, to reimburse any person insured by this section for expenses incurred for such medical aid as may be immediately necessary at the time of such injury;
- (5) to be liable up to the minimum amount(s) of liability insurance prescribed by any legislation respecting Automobile Insurance and applying in that province or territory of Canada or in that State of the United States of America in which the accident occurred, if that amount(s) is higher than the amount(s) stated in section A of Item 7 of the Declarations;
- (6) not to set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada or in the State of the United States of America in which the accident occurred

AGREEMENTS OF INSURED

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

- (a) empowers the Insurer as their representative to appear and defend in any province or territory of Canada or in any State of the United States of America in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
- (b) renounces his right to unilaterally revoke such mandate;
- (c) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this section.

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. TERRITORY

Unless extended by endorsement, insurance provided by this contract applies only within Canada, the United States of America and upon a vessel and/or aircraft serving ports or airports of those countries.

2. PERSONNEL OF OTHER GARAGES EXCLUDED

No person who is engaged in a garage business, shall be entitled to indemnity or payment under this contract for any loss, damage, injury or death sustained while using, operating or working upon the automobile in the course of that business or while so engaged is an occupant of or enters or gets onto or alights from such automobile, unless the person is the Insured or the Insured's employee, shareholder, member, partner or mandatory or is actually driving the automobile in Quebec.

3. DEFINITIONS

In this policy:

- (a) The term automobiles operated under contract shall mean automobiles operated in the business of the Insured stated in Item 3 of 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 registered in the name of the Named Insured or any employee, shareholder, officer, member, partner or mandatory of the Insured.
- (b) the term garage business includes any business involving the custody, selling, equipping, repairing, maintaining, storing, parking, moving or servicing of automobiles.
- (c) The term hired automobiles means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the Declarations but shall not include any automobile owned in whole or in part by or registered in the name of the Named Insured or any employee, shareholder, officer, member, partner or mandatory of the Insured.
- (d) The words nuclear energy hazard mean the radioactive, toxic, explosive or other hazardous properties of prescribed substances under the Atomic Energy Control Act (Canada).

4. TWO OR MORE AUTOMOBILES

- (a) When two or more automobiles are insured hereunder the terms of this contract shall apply separately to each, but a motor vehicle and one or more trailer or trailers or semi-trailers attached thereto shall be held to be one automobile with respect to the amounts of insurance under section A. Where two or more automobiles are insured under one or more contracts issued by the same insurer, only one amount of insurance, the highest, shall apply in the event of loss under section A.
- (b) If section B is included in this policy through endorsement Q.E.F. NO. 6-94, Civil Liability for damage to hired automobiles and/or automobiles operated under contract, such automobiles shall be held to be separate automobiles with respect to the amount(s) of insurance, including any deductible provisions, under section B.
- (c) Section A shall apply to the Insured's liability for damage caused to a non-owned trailer, other than a trailer designed or used to carry passengers or for demonstration, sale, office or dwelling purposes, while:
 - (i) attached to an automobile of the private passenger type insured under said section;
 - (ii) not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under said section.

Automobile of the private passenger type: commercial vehicles of 4,500 kg. (10,000 lbs) gross vehicle weight or less while used for private or pleasure purpose shall be deemed to be of the private passenger type.

5. ADDITIONAL INSURED

This contract also insures every employee, shareholder, officer, member, partner or mandatory of the Named Insured, who, with the consent of the owner of the automobile involved:

- (a) and in the business of the Named Insured stated in Item 3 of the Declarations, personally drives any automobile not owned in whole or in part by or registered in the name of (1) the Named Insured, or (2) such additional insured person, or (3) any person having the same domicile as the Named Insured or such additional insured person;
- (b) any automobile rented or hired in the name of the Named Insured and not owned in whole or in part by or registered in the name of such additional insured person.

6. PREMIUM ADJUSTMENT

The advance premiums stated in Items 5 and 6 of the Declarations and in Q.E.F. NO. 6-94, if applicable, are computed on the estimated total "cost of hire" or "contract cost", as the case may be, for the contract period. The words "cost of hire" as used herein mean the entire amount incurred for "hired automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured. The words "contract cost" as used herein mean the entire amount paid by the Insured for "automobiles operated under contract" to the owners thereof

The advance premiums are subject to adjustment at the end of the contract period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for "cost of hire" and "contract cost" during the contract period based on the provisions contained in Q.E.F. NO. 6-100, Final adjustment of premium computation statement.

7. AUDIT

Provided the Insured has authorized the Insurer in writing, the Insurer may at any time during regular business hours and upon fourteen days' prior notice examine the books and records of the Insured insofar as they relate to the subject matter of the contract.

8. CROSS LIABILITY

Every Named Insured sustaining loss or damage because of another Named Insured shall, in respect of such loss or damage, be deemed to be a third party under this contract; provided that this provision shall not operate to increase the limit of the Insurer's liability.

9. EXCLUDED USES

Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract while:

- (a) the automobile is rented or leased to another;
- (b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;
- (c) the automobile is used as a taxicab, bus, livery or sightseeing conveyance.

CONDITIONS

This contract is subject to the *Civil Code of Quebec*, the *Code of Civil Procedure of Quebec*, the *Automobile Insurance Act* and its regulations and the *Act respecting off-highway vehicles* if applicable.

1. REPRESENTATION OF RISK

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the

premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

2. MATERIAL CHANGE IN RISK

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

On being notified of any material change in the risk, the Insurer may, under Condition 21, cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.

If the Insurer continues to accept the premiums or if he pays an indemnity after a loss, he is deemed to have acquiesced in the change notified to him.

3. MISREPRESENTATIONS OR CONCEALMENT

Section A of the policy may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition 1 and in the first paragraph of Condition 2 which are likely to materially influence a reasonable insurer in the decision to cover the risk. Unless such misrepresentation or concealment is established, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

Section B of endorsement Q.E.F. NO. 6-94 may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition 1 and in the first paragraph of Condition 2 which are likely to materially influence a reasonable insurer, even in respect of losses not connected with the risk so misrepresented or concealed. Unless

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

4. BREACH OF WARRANTY

A breach of warranty aggravating the risk suspends the coverage. The suspension ceases upon the acquiescence of the Insurer or the remedy of the breach.

5. PROHIBITED USE

The Insured shall not drive or operate the automobile nor permit the use of the automobile by others:

- (a) unless the driver is for the time being authorized by law or qualified to drive or operate the automobile, or while he is under 16 years of age or under such other age as is prescribed by law to drive an automobile;
- (b) for any illicit trade or transportation;
- (c) in any race or speed test.

6. INSPECTION OF AUTOMOBILE

The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.

7. NOTICE OF LOSS

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

The failure to fulfil the obligation set out in the preceding paragraph entails forfeiture of the right to indemnity where such failure has caused prejudice to the Insurer.

8. INFORMATION TO BE PROVIDED

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

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

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

9. DECEITFUL REPRESENTATION

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

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

10. ABANDONMENT, SAFEGUARDING AND EXAMINATION OF PROPERTY

The Insured may not abandon the damaged property if there is no agreement to that effect with the Insurer.

The Insured shall facilitate the salvage and inspection of the insured property by the Insurer. He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured automobile and its equipment.

In addition, the Insured shall at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or

damage removed without the written consent of the Insurer, except such repairs as are immediately necessary for the protection of the automobile from further loss or damage, or until the Insurer has had a reasonable time to make the examination provided for in Condition 6.

11. ADMISSION OF LIABILITY AND COOPERATION

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

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

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

12. VALUATION AND MANNER OF PAYMENT

The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of original equipment manufacturer parts at the time of loss or damage not exceeding the manufacturer's latest list price.

For the purposes of the above coverage, the value of damages caused to the automobile shall be based on original equipment manufacturer parts where the age of the automobile and mileage are less than two (2) years and forty thousand kilometres (40,000 km), or less than one (1) year in the case of an automobile used for commercial purposes. Where the age and mileage are greater, such value may be based on similar automobile parts. However, the Insured may opt for original equipment manufacturer parts, if available, by communicating such option to the Insurer at the time of the notice of loss. The Insurer shall then specify the applicable conditions and additional costs that the Insured shall assume as a result of such option.

In the event of a total or constructive total loss, the Insurer agrees, at the option of the Insured and subject to supporting evidence, to cover reasonable expenses incurred to restore the automobile to the same condition as it was before the loss.

Except where an arbitration has been made and subject to the rights of preferred and hypothecary creditors, the Insurer, instead to making payment may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven days after the receipt of the proofs of loss.

In all cases, the salvage, if any, shall revert to the Insurer.

13. ARBITRATION

Arbitration may take place in the event of a disagreement as to the nature, extent or amount of the loss or damage, or the adequacy of the repairs or the replacement, and independently of all other questions respecting the validity of the contract.

The party seeking arbitration must notify the other party of his intention in writing, specifying the matter in dispute. The insured's request for arbitration must be granted. The insurer's request for arbitration may be granted subject to the insured's consent.

If the insured requests arbitration, the insurer must send the insured an acknowledgement of receipt no later than 15 clear days after receipt of this notice. If the insurer so requests, the insured must confirm acceptance or refusal within the same amount of time.

Each party shall name an expert and the two experts shall work jointly to estimate the damage (establishing the actual cash value and the damage separately) or to assess the adequacy of the repairs or the replacement. Failing to agree they shall submit their differences to a disinterested arbitrator they have appointed.

If either party fails to appoint an expert within 30 clear days of the date of the notice or if the experts fail to agree upon an arbitrator within 15 days of their appointment, or if an expert or the arbitrator refuses to act or is unavailable, the vacancy thus created must be filled, on the request of one of the parties, by a court with jurisdiction in the place of the arbitration.

Notwithstanding the arbitration procedure and if the validity or application of the contract is not being contested, the insurer shall pay the uncontested portion of the damage amount. This payment must be made no later than 60 days after receipt of notice of loss or receipt of the information or supporting documents required by the insurer.

Subject to this clause, the arbitration shall follow the procedure in sections 940 to 951.2 of the *Code of Civil Procedure of Quebec*, taking into account any required modifications. In accordance with section 944.1 of this Code, the arbitration may proceed according to a procedure determined by the arbitrator, insofar as this procedure does not contravene the above sections. The place of the arbitration proceedings shall be held at a place in accordance with the domicile of the insured.

The arbitrator shall settle the dispute in accordance with the applicable laws in the province of Quebec. The arbitrator and the parties may use the language of their choice during the arbitration proceedings. Measures must be taken to ensure that all the participants understand the language used.

The arbitration award shall be made in writing by the arbitrator. It must indicate the date and place where it has been made. It must state the reasons on which it is based and be signed by the arbitrator, then sent to the parties within 30 days of the date on which it has been made.

Each party shall pay the expenses and fees of its expert and half the fees and expenses of the arbitration proceedings. The arbitrator is authorized to award the fees and expenses of the arbitration if he deems that the sharing method established by this clause is not justified or fair for each of the parties in the circumstances.

14. NON-WAIVER

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

15. TIME OF PAYMENT

Claims under Section B shall be paid within sixty days after receipt of notice of loss or of information or proof of loss required by the Insurer or, where an arbitration is held, within fifteen days after award is accepted by the Insured.

16. CONTINUATION OF COVERAGE

Coverage is maintained after a loss.

17. PRESCRIPTION

Every action against the Insurer under this contract is prescribed by three years from the date the right of action has arisen.

18. SUBROGATION

The Insurer shall be subrogated to the extent of the amount paid under this contract to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household.

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

19. OTHER LIABILITY INSURANCE

Insurance under a contract evidenced by a valid owner's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the policy and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only.

However, insurance evidenced by a valid garage policy, not describing the specific automobile(s) insured, shall in respect to non-owned or customers' automobiles while being used, operated or worked upon in the course of the policyholder's business as a garage be a first loss insurance and insurance attaching under any other valid motor vehicle policy shall be excess insurance only.

20. RENEWAL OF CONTRACT

This contract shall be renewed of right, for the same premium and for the same period, at expiry, unless notice to the contrary is given by the Insurer or the Insured; if given by the Insurer, the notice of non-renewal or of a change in the premium must be sent to the Insured, at his last known address, not later than the thirtieth day preceding the date of expiry, counting that date.

Where the Insured deals through a broker, the notice provided for in the first paragraph is sent by the Insurer to the broker, the latter being entrusted to remit it to the Insured.

21. CANCELLATION

This contract may be cancelled at any time:

- (a) by each of the Named Insureds giving mere written notice to the Insurer. Cancellation takes effect upon receipt of the notice by the Insurer and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the premium earned for the time the contract has been in force, on the basis of the Cancellation Table herein;
- (b) within sixty days after its coming into force, by the Insurer giving written notice to each Named Insured. Cancellation takes effect fifteen days following receipt of such notice by the Named Insured at his last known address

At the expiry of such period of sixty days, the contract shall not be cancelled by the Insurer except in the case of an aggravation of risk which is likely to materially influence a reasonable insurer in the decision to continue to insure, or when the premium has not been paid. The Insurer so wishing to cancel the contract shall notify each Named Insured in writing; cancellation takes effect thirty days following receipt of such notice by the Named Insured at his last known address or, if the Described Automobile, with the exception of a school bus, is an automobile contemplated in Title VIII.1 of the Highway Safety Code, fifteen days after receipt of the notice.

The Insurer shall refund the excess of the premium actually paid over the earned premium computed on a day to day basis.

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

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

22. NOTICE

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.



Q.E.F. No. 96 Contractual Liability Endorsement

(for attachment to a Non-Owned Policy Q.P.F. No 6)

Effective Date: As shown on the individual binders of insurance

Policy Number: **RMCEL16481019**

Issued to: As shown on the individual binders of insurance

Issued by: Liberty Mutual Insurance Company

Broker: Front Row Insurance Brokers Inc.

In consideration of a premium of \$INCLUDED, it is hereby understood and agreed that exclusion (5) of the Insuring Agreement of the Policy is amended to read as follows:

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

Date(s) of Contract(s)
All written contracts within the Policy Period

Name(s) of other contracting party or parties
As shown on all written contracts

ALL WRITTEN CONTRACTS.



Q.E.F. No. 99 Excluding Long Term Leased Vehicle Endorsement

(for attachment to a Non-Owned Policy Q.P.F. No 6)

Effective Date: As shown on the individual binders of insurance

Policy Number: **RMCEL16481019**

Issued to: As shown on the individual binders of insurance

Issued by: Liberty Mutual Insurance Company

Broker: Front Row Insurance Brokers Inc.

In consideration of the premium for which this endorsement is issued, it is understood and agreed that clause 3 of the General Provisions, Definitions and Exclusions of the Q.P.F. No. 6 is hereby amended to read as follows:

3. DEFINITIONS

- (a) The term "hired automobiles" means:
 - (i) automobiles hired or leased from others with drivers;
 - (ii) hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the "Insured" in the business stated in Item 3 of the Q.P.F. No. 6 Declarations but shall not include any automobile owned in whole or in part by or registered in the name of the "Insured" or any employee, shareholder, officer, member, partner or mandatory of the "Insured".

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Endorsement No. 2

PROGRAM ENDORSEMENT

Effective Date: As shown on the individual binders of insurance
Policy Number: **RMCEL16481019**
Issued to: As shown on the individual binders of insurance
Issued by: Liberty Mutual Insurance Company
Broker: Front Row Insurance Brokers Inc.

This endorsement modifies insurance provided under this Policy as follows:

PROGRAM TERMS

Coverage under this Policy is provided on a program basis. Individual coverages, Limits, Deductibles and Policy Periods for each insured covered under this program are as shown on the binders of insurance issued under the Front Row Insurance Brokers Event Liability Policy.

The Limits of Insurance provided under this Policy apply separately to each Insured covered under this Program.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No. 3

DESIGNATED OPERATIONS ENDORSEMENT - ACTIVITIES

Effective Date: As shown on the individual binders of insurance

Policy Number: **RMCEL16481019**

Issued to: As shown on the individual binders of insurance

Issued by: Liberty Mutual Insurance Company

Broker: Front Row Insurance Brokers Inc.

This Insurance does not apply to claims arising out of or related to the following operations and/or activities whether incidental or ongoing by the "Insured", any additional insured, vendor, concessionaire, or independent contractor using any premises owned, operated, rented, or maintained by the "Insured" unless approved by the Insurer in writing:

1. Any Personal Liability for damages which an individual could be held legally responsible for which should be covered under a Personal Lines Insurance policy;
2. Pyrotechnics which include, but are not limited to, explosions, flashes, smoke, flames, fireworks, and fire-crackers;
3. Throwing objects of any kind thrown or tossed over or into the audience or any other members of the public during any performance or rehearsal by:
 - (1) An "Insured"
 - (2) Agents of the "Insured",
 - (3) Any contract artist hired by the "Insured" or its representatives, or
 - (4) Anyone else authorized by the "Insured";
4. Amusement Park devices, rides or games;
5. Inflatable Attractions;
6. Pony rides or Hay rides;
7. By pets and/or animals including injury or death to their handler's and/or handler's employees.
8. Camping which includes but is not limited to:
 - a) The use of a tent, a temporary structure or no shelter at all; and
 - b) Spending one or more nights at an outdoor impromptu or dedicated area; and
 - c) Any onsite or offsite outdoor area used for the purpose of sleeping, resting or meetings; or
9. Temporary stages;
10. Weapons;
11. Motorized motorcycles, vehicles, watercraft, aircraft, Unmanned Aerial Vehicles (UAV's)
12. Hang Gliding, Parasailing, Parachuting, Tobogganing, Luge, Go-Carts, Motorized Racing of any kind, Monster Truck Events, Skateboarding, Snowboarding, Skiing, Trampolines, Bungee Jumping, Zip Line, Waterslides, Hot Air Balloon rides, Sky Coaster, Roller Coasters, Rodeo, Mechanical Bulls or any similar activity;
13. Events which features any of the following types of music/musicians: Rap, Hip Hop, Heavy Metal, Punk, Grunge or Electronic Dance Music;
14. Parades;
15. Children's Babysitting;
16. Stunts.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Endorsement No. 4

INJURY TO ATHLETIC PARTICIPANTS AND OFFICIALS EXCLUSION

Effective Date: As shown on the individual binders of insurance

Policy Number: **RMCEL16481019**

Issued to: As shown on the individual binders of insurance

Issued by: Liberty Mutual Insurance Company

Broker: Front Row Insurance Brokers Inc.

This insurance does not apply to any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to any injury sustained by any person while practicing for, participating in or officiating at any athletic contest event or exhibition.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No. 5

PARTICIPANTS OR PERFORMERS EXCLUSION ENDORSEMENT

Effective Date: As shown on the individual binders of insurance
Policy Number: **RMCEL16481019**
Issued to: As shown on the individual binders of insurance
Issued by: Liberty Mutual Insurance Company
Broker: Front Row Insurance Brokers Inc.

This Insurance does not apply to:

A. "Bodily Injury" or Personal Injury"

1. Bodily Injury or Personal Injury to 'any person' while practicing for or participating in any contest, demonstration, event, exhibition, race, class or show.
2. Bodily Injury or Personal Injury to 'any person' while practicing for, participating in or officiating, either on or off the playing surface of any sports or athletic contest or exhibition that the "Insured" sponsors or sanctions, or in which the "Insureds" employees or guests participate.
3. Bodily Injury or Personal Injury caused by 'any person'/artist the Insured enters into a contract with while practicing for or participating in any contest, demonstration, event, exhibition, race, class, concert or show, or while officiating either on or off the playing surface of any sports or athletic contest or exhibition the "Insured" sponsors or sanctions or at any event the "Insured" manages/produces or promotes.

B. "Property Damage" to any personal property of any person described in A. above.

For the purposes of this endorsement 'any person' shall include but not be limited to participants, attendants, mechanics, stewards, timing officials, announcers, corner men, musicians, singers, animal handlers, officials or any other person employed by or on behalf of the "Insured", or doing volunteer work for the "Insured".

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Endorsement No. 6

ABUSE EXCLUSION ENDORSEMENT

Effective Date: As shown on the individual binders of insurance
Policy Number: **RMCEL16481019**
Issued to: As shown on the individual binders of insurance
Issued by: Liberty Mutual Insurance Company
Broker: Front Row Insurance Brokers Inc.

The following is added to SECTION VI – EXCLUSIONS

This insurance does not apply to:

- 1) Alleged or actual abuse or molestation of any person by any Named Insured, additional Named Insured, volunteer, employee, contractor, consultant or any other person;
- 2) Inability or failure of the Named Insured or additional Named Insured to properly supervise or to prohibit the activities of any volunteer, employee, contractor, consultant or any other person who is alleged or actually has abused or molested another person;
- 3) The investigation or failure to investigate any alleged or actual abuse or molestation;
- 4) The reporting or failure to report any alleged or actual abuse or molestation to the proper authorities.

For the purposes of this endorsement, abuse means any physical, sexual, mental, or moral abuse, harassment or assault.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Endorsement No. 7

LIQUOR LIABILITY EXCLUSION

Effective Date: As shown on the individual binders of insurance

Policy Number: **RMCEL16481019**

Issued to: As shown on the individual binders of insurance

Issued by: Liberty Mutual Insurance Company

Broker: Front Row Insurance Brokers Inc.

1. This Insurance does not apply to any claim arising out of liquor including but not limited to:
 - a) The causing or contributing to the intoxication of any person;
 - b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
 - c) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; or
 - d) Owning or leasing premises used for selling or serving alcoholic beverages.

This exclusion does not apply if a Limit of Liability is shown for Host Liquor Liability on the Binder of Insurance issued. This extension of coverage is subject to the following conditions:

- a) The Insured is not in the business of serving or distributing alcoholic beverages
 - b) Alcoholic beverages will only be consumed on premises which hold a valid permit and/or liquor license (where applicable)
 - c) The maximum Limit of Liability provided by this extension is:
 - a. \$1,000,000 per claim
 - b. \$1,000,000 aggregate
2. .

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No. 8

THIRD PARTY VENDOR and INDEPENDENT CONTRACTOR EXCLUSION

Effective Date: As shown on the individual binders of insurance
Policy Number: **RMCEL16481019**
Issued to: As shown on the individual binders of insurance
Issued by: Liberty Mutual Insurance Company
Broker: Front Row Insurance Brokers Inc.

This Insurance does not apply to claims arising out of or related to any acts, errors, omissions or operations of any vendor, concessionaire, or other third party or independent contractor hired by the "Insured" to provide a service at the covered event unless approved by the Insurer in writing.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No. 9

EXHIBIT/DISPLAY EXCLUSION

Effective Date:	As shown on the individual binders of insurance
Policy Number:	RMCEL16481019
Issued to:	As shown on the individual binders of insurance
Issued by:	Liberty Mutual Insurance Company
Broker:	Front Row Insurance Brokers Inc.

This Insurance does not apply to property damage to artistic pieces on exhibit or display at the event venue. Artistic pieces include, but are not limited to, sculptures, ceramics, paintings, photographs, tapestry and drawings.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.