



COMMERCIAL INSURANCE POLICY

POLICY NUMBER LA000057
MASTER POLICY NUMBER
REPLACES NUMBER LL09225 & SC10841
PURPOSE OF DOCUMENT Policy Renewal

For Purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyds Underwriters' insurance business in Canada

POLICY DECLARATIONS

Name of Insured United Summer Soccer Association
Mailing Address 12030 80 Ave Suite 102
Surrey, BC
V3W 3M1
Policy Period (MM/DD/YYYY) **From** 4/6/2011 **To** 4/6/2012
12:01 AM 12:01 AM
Broker PacificCoast Insurance Brokers Inc.
12030 80 Ave Suite 102 Surrey, BC V3W 3M1
Broker Number 2181
Total Policy Premium \$18,600
Minimum Retained Premium \$4,750
Policy Fees (Non-Refundable) \$275
Total Owing \$18,875

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

Description of Operations: Sanctioned activities of the named insured with respect to soccer.
Locations to which this policy applies: All locations used by the named insured.

Additional Insureds: It is hereby understood and agreed that the following are added as additional insured(s), but only with respect to liability arising out of the operations of the named insured.
Surrey School Board, Khalsa Diwan Society Of Vancouver, Guru Nanak Gurudwara Sahib Society Delta-Surrey, Delta School Board, City Of Vancouver, City Of Surrey, City Of Delta, City Of Abbotsford, City Of Langley, Vancouver School Board, Abbotsford School District, Conseil Scolaire Francophone De La Comubia-Britannique (SD #93), City Of Burnaby, City Of Richmond, School Board Of Burnaby, School Board Of Richmond, Parks Board Of Burnaby, Parks Board Of Richmond, Parks Board Of Vancouver

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

Issued: 2011/04/05

Liability Coverage

Form #	Coverage	Deductible	Type	Limit	Premium
OLDA 5603B	Commerical General Liability Form - CGL & D&O				Included
	Coverage A Products and Completed Operations- aggregate limit	\$1,000	Reimbursement	\$5,000,000	
	Coverage A. Bodily Injury and Property Damage- per occurrence	\$1,000	Reimbursement	\$5,000,000	
	Coverage B Personal Injury Liability- per occurrence	\$1,000	Reimbursement	\$5,000,000	
	Coverage C. Medical Expense Limit				
	Coverage D. Tenants Legal Liability Broad Form	\$1,000	Reimbursement	\$250,000	
	Directors & Officers (Wrongful Acts Section E) (Sublimit)	\$1,000	Reimbursement	\$1,000,000	
SPF No. 6	Non-Owned Automobile Liability any one accident	\$1,000	Reimbursement	\$5,000,000	

Applicable To All Liability Coverage

Form #		Form #	
IFC33000	Insuring Agreement	5042	Cyber/ Data Exclusion
5001	Additional Insured's	5045A	USA Exclusion Endorsement
5002	Molestation Exclusion	5049	Fungi and Fungal Derivatives Exclusion Endorsement
5003C	Intent to Injure Exclusion	5052	Total Asbestos Exclusion
5006A	Host Liquor Liability Exclusion	5061b	Other Insurance Amendment Endorsement
5007	Forcible Ejection Exclusion	5090	Policy Disputes
5008	Reimbursement Clause Endorsement	5091	Punitive & Exemplary Damages Exclusion Clause
5040	Policy Territory Endorsement	NMA2918	War & Terrorism Exclusion Endorsement

Remarks:

Accident Coverage

Form #	Coverage	Limit	Premium
6003	Nuclear Chemical and Biological Terrorism Exclusion		
ACC6000	Sports-Can Accident Benefits		Included
	Aggregate Limit Payable for any one Accident	\$2,000,000	
	Babysitting	\$500	
	Blanket Accident Reimbursement	\$10,000	
	Blanket Dental	\$2,000	
	Dentures/ Bridgework	\$2,000	
	Emergency Transportation	\$50	
	Eyeglass, Contact Lens (Resulting from Injury)	\$100	
	Fractures	\$500	
	Future Dental Benefit	\$1,000	
	Loss of Life, Dismemberment or Loss of Sight	\$10,000	
	Out of Province Medical Accident (inside Canada)	\$10,000	
	Permanent Loss/ Disablement	\$20,000	
	Prosthetic Devices	\$3,000	
	Rehabilitation	\$3,000	
	Special Treatment Travel	\$1,000	
	Tuition	\$2,000	
	Youth Wage Loss	\$1,000	

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the undersigned by certain Lloyd's Underwriters, whose names and proportions underwritten by them can be ascertained by reference to Contract No. 11CPBA908, which bears the seal of Lloyd's Policy Signing Office and has been certified by the Attorney In Fact in Canada for Lloyd's Underwriters and may be seen at the office of the undersigned. The Underwriters identified in the said Contract shall be liable hereunder each for his own part and not one for another in proportion to the several sums by each of them subscribed to the said contract.


In any action to enforce the obligations of the Underwriters liable hereunder they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters liable hereunder as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 1540, Montreal, Quebec, H3B 2V6.

For Purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyds Underwriters' insurance business in Canada

NOTICE

Any notice to the Insurer may be validly given to the undersigned. In witness whereof this policy has been signed, as authorized by the Insurer, to SPORTS-CAN INSURANCE CONSULTANTS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7
TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned



Authorized Representative

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the undersigned by certain Lloyd's Underwriters, whose names and proportions underwritten by them can be ascertained by reference to Contract No. AVNAM1100146 which bears the seal of Lloyd's Policy Signing Office and has been certified by the Attorney In Fact in Canada for Lloyd's Underwriters and may be seen at the office of the undersigned. The Underwriters identified in the said Contract shall be liable hereunder each for his own part and not one for another in proportion to the several sums by each of them subscribed to the said contract.

In any action to enforce the obligations of the Underwriters liable hereunder they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters liable hereunder as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 1540, Montreal, Quebec, H3B 2V6.

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Countersigned



Authorized Representative

SUBSCRIPTION FORM

IN CONSIDERATION OF THE INSURED having paid or agreed to pay the premium set against the name of each INSURER named in the schedule of subscribing Companies forming part hereof or to INSURERS whose names are substituted therefor or added thereto by endorsement, herein after called "THE INSURERS",

THE INSURERS SEVERALLY AND NOT JOINTLY, each for the proportion or for the sum insured and for the Coverages set against its name in the schedule of subscribing companies hereunder, agree with the INSURED named in the Declarations herein to insure as provided and limited in this Policy, its Riders and Endorsements.

The liability of The Insurers individually under this Policy shall be limited to that proportion of the loss payable under this Policy which the sum or proportion set against the name of the Individual Insurer in the schedule of subscribing Companies hereunder, or such other sum or proportion as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of this Policy and its Riders and Endorsements.

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

THAT as regards each item of The Schedule the liability of THE INSURERS individually shall be limited to whichever is the least of:

- (a) That proportion of the actual cash value of the property at the time of loss, destruction or damage which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- (b) That proportion of the interest of THE INSURED in the property which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- (c) That proportion of the limit of insurance provided by The Schedule in respect of the property lost, destroyed or damaged which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto,

Provided however, that where the insurance applies to the property of more than one person or interest "THE INSURERS" total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

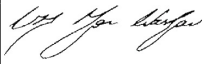
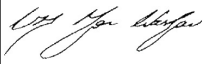
If this Policy contains a Co-Insurance Clause or A Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this policy as set forth in the List of Subscribing Companies, no Insurer shall be liable for a greater proportion of any loss or damage to the property described in The Schedule attached hereto, than the sum insured by such Insurer bears to:

- (a) That percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- (b) The guaranteed Amount (Stated Amount) of the total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

This Policy is subject to the terms and conditions set forth herein together with such terms and conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived in whole or in part by THE INSURERS unless the waiver is clearly expressed in writing, signed by the person authorized for that purpose by THE INSURERS.

In Witness Whereof THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy

THE INSURER	SECTION	PERCENT INSURED	TOTAL PREMIUM	ENDORSEMENT PREMIUM	SIGNATURE
Certain Underwriters at Lloyd's of London under contract 11CPBA908, as arranged by Sports-Can Insurance Consultants Ltd.	Liab	100%	\$13,600		
Certain Underwriters at Lloyd's of London under contract AVNAM1100146, as arranged by Sports-Can Insurance Consultants Ltd.	Acc	100%	\$5,000		
				Total Premium	\$18,600

DISCLOSURE NOTICE UNDER THE FINANCIAL INSTITUTIONS ACT

The Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to the customer in writing at the time of entering into an insurance transaction.

1. **Sports-Can Insurance Consultants Ltd.** is licensed as a Managing General Agency by the Insurance Council of British Columbia.
2. This transaction is between you and **Underwriters at Lloyd's through Sports-Can Insurance Consultants Ltd.**
3. In soliciting the transaction described above, the broker is representing **Sports-Can Insurance Consultants Ltd.** who does business with the insurer.
4. The nature and extent of the insurer interest in **Sports-Can Insurance Consultants Ltd.** is none.
5. Upon completion of this transaction, the broker will be remunerated by way of commission or fee by **Sports-Can Insurance Consultants Ltd.**
6. The Financial Institutions Act prohibits the insurer from requiring you to transact additional or other business with the insurer or any other person or corporation as a condition of this transaction.
7. In accordance with the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada

Insured: As per declarations page

Policy: As per declarations page

Date: As per declarations page



Sports-Can and Your Privacy

Sports-Can Insurance Consultants Ltd. is committed to protecting the privacy, confidentiality, accuracy and security of the personal information that it collects, uses, retains and discloses in the course of conducting business.

Building Relationships with You

To build a lasting relationship with you, and to provide you with requested products, services and advice, we need certain information. The information we gather about you varies, depending on your desired product or service. “Personal information” is information – oral, electronic or written – about an identifiable individual, including (but not limited to):

- **name, address and telephone number**
- **age, gender, family and marital status**
- **driving record**
- **previous insurance and claims experience**
- **medical and health information**
- **employment information**
- **banking information, credit rating, payment records**
- **identification numbers**
- **assets and liabilities**

Using Your Personal Information

As part of our relationship with you, we may collect, use and disclose your personal information to:

- **identify you**
- **understand your needs**
- **confirm your application information and assess your eligibility for products and services**
- **provide you with ongoing services, establish and maintain communication, and to respond to your inquiries**
- **investigate and settle your claims, and determine your eligibility for benefits**
- **provide information that may be of interest to you**
- **meet regulatory requirements**

We may collect, use and disclose your information with your Broker, other insurers, insurance reporting agencies, credit bureaus, and/or any other person, corporation, firm or enterprise (such as the Motor Vehicle Licensing Bureau). This would **only** be done as reasonably required for the purposes stated above.

Before using your information for any purpose other than those listed above, we or your Broker will explain the purpose and obtain your consent. We do not sell client lists nor do we collect, use or disclose your personal information without your consent, except where authorized by law. *We do not share your health information without your express consent.*

Except as otherwise stated in this brochure, Sports-Can will **not** use your personal information to offer other products or services from us, from any companies affiliated with us or from any of our business partners. This is what your insurance Broker does for you. If you have any questions about what your insurance Broker does with your personal information, please contact their office for details on their policies and procedures with respect to your private data.

Your Rights

As a valued client of Sports-Can, you have the right to access your personal information and request changes if required. It is also your legal right to deny us the use or disclosure of your information for certain purposes, or to choose not to provide us with some or all of your personal information. Please note however, that we only collect information that is necessary to determine your eligibility for coverage, process your business and handle your claims. Therefore, should you exercise this right and refuse to provide the required information, we will not be able to provide you with the requested products or services.

By providing your consent for us to collect, use and disclose your personal information, we can better provide you with services and products, information and counsel.

Sports-Can notifies your Broker of special product offers, contests, community events, new discounts, coverages, products and services. Be sure to let your Broker know if you would like to receive this information.

Once Sports-Can has issued a policy to you, you may not withdraw your consent. This is necessary since we may be required to use your personal information in the normal course of handling your business, past and present. For example, we may need to contact you in the event of a claim.

Our Commitment To You

Maintaining the security of your personal information is a top priority. Only authorized personnel have access to your information. Our systems and procedures are designed to prevent the loss, misuse, unauthorized access, disclosure, alteration, and destruction of your information. Our commitment to security is emphasized in our Code of Ethics and extends to the contracts and agreements that we sign with external suppliers and service providers. We will only retain your information for as long as required for the purposes for which it was collected and/or any legal or regulatory requirements.

Privacy Questions, Comments or Requests?

If you have any questions, comments, concerns or requests pertaining to our privacy policy – please feel free to:

- talk to your broker
- contact us at:
 - Sports-Can Insurance Consultants Ltd.
 - Privacy Compliance Officer
 - 8411, 200 Street, Suite #103
 - Langley, BC
 - V2Y 0E7
 - Tel: (604) 888-0050
 - Toll Free: 1-800-993-6388
 - Fax: (604) 888-1008

Note: **The Privacy Policies of Insurers/Underwriters at risk are also available upon request.**

Note: **For Quebec Residents:**

If a conflict arises between Federal and Quebec privacy legislation for events occurring in the province of Quebec, then Quebec privacy legislation shall prevail.



CANCELLATION OF INSURANCE

*Effected with certain Lloyd's Underwriters
(hereafter called the "Insurer", through*

SPORTS-CAN INSURANCE CONSULTANTS LTD.
Vancouver, British Columbia

We hereby agree that policy (certificate) number: _____

issued on behalf of: **LLOYD'S UNDERWRITERS**

in the name of: _____

together with renewal certificates relating thereto,
be declared null and void as of: _____

and that the Insurer be relieved from all liability there under as from said date.

Signature of Insured: _____

Signature of Witness: _____

Signature of Mortgagee: _____

Date of cancellation: _____

Date of Inception: _____

Period in force: _____

Whole premium: _____

Earned premium: _____

Refund: _____

State whether the refund is calculated: Pro Rata Short Rate

Reason: _____

State new number if replaced: _____

STATUTORY CONDITIONS

1. 1. The Contract

The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

2. Waiver

The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

3. Copy of Application

The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. Material Facts

No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. Changes in Occupation

1. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.

2. If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either,
(a) reduce the premium rate; or

(b) issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. Relation of Earnings to Insurance

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to the insured by the insurer.

5. Termination by Insured

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the Province, or by delivery thereof to an authorized agent of the insurer in the Province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. Termination by Insurer

1 The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.

2 The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.

3 Where the notice of termination is delivered to the insured, five days notice of termination shall be given; where it is mailed to the insured, ten days notice of termination shall be given, and the ten days shall begin on the day following the date of mailing of notice.

7. 1. Notice and Proof of Claim

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,

(a) give written notice of claim to the insurer,

(i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province, or

(ii) by delivery thereof to an authorized agent of the insurer in the Province,

not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;

(b) within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and

(c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

2. Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. Insurer to Furnish Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. Rights of Examination

As a condition precedent to recovery of insurance moneys under this contract,

(a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and

(b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. When Money Payable Other Than for Loss of Time

All money payable under this contract, other than benefits for loss of time, shall be paid by the insurer within sixty days after it has received proof of claim.

11. When Loss of Time Benefits Payable

The initial benefits for loss of time shall be paid by the insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding sixty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

12. Limitation of Actions

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year* after the date the insurance money became payable or would have become payable if it had been a valid claim.

* Two years in the Northwest and Yukon Territories.

Saskatchewan Statutory Condition 12 is repealed. See The Limitations Act, S.S. 2004, c.L -16.1.

Should a policyholder wish to file a complaint relative to a policy with Lloyd's Underwriters effected through you, the policyholder must be provided with the following Lloyd's Underwriters' Complaint Protocol:

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

If you have a complaint with any aspect of your policy with Lloyd's Underwriters:

You may contact the broker/agent who arranged your policy for you. Should you be dissatisfied with the outcome of your broker's resolution, please submit your written complaint to:

Lloyd's Canada Inc.
Broker Management Services
1155 rue Metcalfe, Suite 2220
Montreal, Quebec H3B 2V6

Tel: 1-877-4LLOYDS
Fax: (514) 861-0470
E-mail: lineage@lloyds.ca

Your written complaint will be forwarded to Lloyd's Policyholder and Market Assistance Department in London which ensures that Lloyd's Underwriters and their representatives' deal with claims and complaints in an acceptable manner. It acts as an impartial mediator. When undertaking a review this Department takes account of general legal principles, good insurance practice, and whether all events surrounding a given case have been considered fairly.

If you are dissatisfied with Lloyd's Policyholder and Market Assistance Department's final letter from London, you may ask the General Insurance OmbudService (GIO) to arrange for mediation. Mediation is not available until Lloyd's has issued its final letter of position on your complaint. The GIO assists in the resolution of conflicts between insurance customers and their insurance companies. GIO works with only those companies offering home, automobile or business insurance.

OR

You may contact the General Insurance OmbudService (GIO) who will contact Lloyd's on your behalf. However, you must first have tried to resolve your problem with your insurance company.

The GIO can be reached across Canada at its national toll-free number: 1-877-225-0446

For more information or to submit the facts of your insurance-related dispute, please visit the GIO website at www.gio-scad.org.

GIO - Alberta can be contacted where a policyholder is not satisfied with the basis on which a premium for basic coverage for a private passenger vehicle was determined, or considers that an insurer, directly or indirectly, has taken an adverse contractual action with respect to insurance for basic coverage.

In Québec, you may also avail yourself of the services of Autorité des marchés financiers (l'Autorité). Should you be dissatisfied with Lloyd's Policyholder and Market Assistance Department's final letter from London, you may request Lloyd's Canada Inc. to send your complaint to l'Autorité who will study your file and may recommend mediation, if it deems this action appropriate and if both parties agree to it. L'Autorité can be reached at:

Autorité des marchés financiers (l'Autorité)

Québec City (418) 525-0311
Montréal (514) 395-0311
Toll-free: 1-866-526-0311

E-mail: Renseignements-consommateur@lautorite.qc.ca

NOTICE CONCERNING PERSONAL INFORMATION

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorised by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain non-related or unaffiliated organisations or companies.

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

07/05

LSW1543

The Insurer, in consideration of the payment to the premium, in reliance upon the statements in the Declarations made a part of this policy and subject to all the terms and conditions of this policy and the riders and endorsements attached, agrees with the Named Insured as specified in the Insuring Agreements of the riders and endorsements attached hereto. The following Definitions, Pollution Exclusion, Nuclear Energy Liability Exclusion and Conditions apply to all Liability Riders and/or Endorsements attached to this policy except as they may be modified or supplemented by the riders and/or endorsements attached.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means any self-propelled land motor vehicle, trailers or semi-trailers while attached thereto or unattached (including its equipment mounted on or attached thereto) other than any of the following or their trailers, accessories and equipment:

- (i) vehicles of the crawler type (other than motorized snow vehicles);
- (ii) tractors (other than road transport tractors designed to haul trailers or semi-trailers), road rollers, graders, scrapers, bulldozers, paving machines and concrete mixers (other than concrete mixers of the mix-in-transit type);
- (iii) other construction machinery or equipment mounted on wheels but not self-propelled while not attached to any self-propelled land motor vehicle;
- (iv) self-propelled land motor vehicles used solely on the premises of the Insured.

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"completed operations hazard" includes bodily injury or property damage arising out of operations, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (i) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;
- (ii) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed;
- (iii) when the portion of the work out of which the bodily injury or property damage arises has been put to its intended use by any persons or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard shall not include:

- (i) operations in connection with the pick up and delivery of property;
 - (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.
- "elevator" means any hoisting or lowering device to connect floors or landings whether or not in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include:
- (i) dumbwaiters, the floor area of which does not exceed 1 square metre (10.76 square

feet), and used exclusively for carrying property;

- (ii) hod or material hoists used in connection with alterations, construction or demolition operations;
- (iii) inclined conveyors used exclusively for carrying property;
- (iv) automobile servicing hoists.

"Incidental contract" means any written agreement which is a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement or elevator maintenance agreement.

"Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision of the applicable coverage rider. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought.

"Named Insured" means the person or organization named in the Declarations of this policy. "Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof other than a vehicle), but shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

"Policy territory" means:

- (i) Canada or the United States of America, its territories or possessions, or
- (ii) anywhere in the world with respect to compensatory damages because of bodily injury

or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (i) above, provided suit for such compensatory damages is brought within such territory.

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

"Products hazard" includes bodily injury and property damage arising out of the Named Insured's products but only if such bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

"Property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an accident occurring during the policy period

ENVIRONMENTAL LIABILITY EXCLUSION

It is agreed that this policy does not apply to:

- (a) "Bodily injury" or "property damage" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:
 1. At or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to an Insured;
 2. 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;
 3. 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 the Insured may be legally responsible; or
 4. At or from any premises, site or location on which any Insured or any contractors

or subcontractors working directly or indirectly on any Insured's behalf are performing operations:

- (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.

Sub-paragraphs 1. and 4.(a) of paragraph (a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be.

- (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" covered by this policy.

NUCLEAR ENERGY LIABILITY EXCLUSION

Applicable to all coverage riders other than Comprehensive Personal Liability, Farmers Comprehensive Liability and Storekeepers Liability).

It is agreed that this policy does not apply:

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

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term radioactive material " means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

CONDITIONS

1. Premium and Adjustment of Premiums:

- (a) Unless otherwise stated, the premium stated in the declarations is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium bases and rates shown in the declarations or in any endorsement attached hereto, shall be used in ascertaining the earned premium with respect to the specific hazards mentioned herein.
- (b) In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the declarations, or in any endorsement, the earned premium with respect thereto shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- (c) Subject to the retention by the Insurer of the minimum premium provided for in the declarations, if the earned premium for this policy thus computed exceeds the estimated deposit premium paid, the Named Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- (d) The Named Insured shall maintain for each hazard hereby insured against, a record of the information necessary for premium computation on the basis stated, and shall submit such record to the Insurer at the end of the policy period and at such other times during the policy period as the Insurer may direct.

2. Inspection - Audit:

The Named Insured shall permit the Insurer to inspect the insured premises, operations and elevators and to examine and audit the Named Insured's books and records at any time during the policy period (and any extension thereof and within one year after the termination of this policy), as far as they relate to the premium basis or the subject matter of this insurance. The Insurer assumes no responsibility and waives no rights by reason of such inspection, examination, audit or the omission thereof.

3. Insured's Duties in the event of Accident, Occurrence, Claim or Suit:

- (a) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given promptly by or for the Insured to the Insurer or any of its authorized agents.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every writ, letter, document or advice received by him or his representative.
- (c) The Insured shall co-operate with the Insurer and, upon the Insurer's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for the first aid to others at the time of accident.

4. Action against Insurer:

No action shall lie against the Insurer under any Insuring Agreement of this policy including the Insuring Agreement relating to "Defense - Settlement-Supplementary Payments" unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer. 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. If this policy is governed by the law of Quebec, every action or proceeding against the Insurer shall be commenced within three years from the time the right of action arises. Nothing contained in this policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations hereunder.

5. Subrogation:

In the event of any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery there for against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

6. Other Insurance:

The insurance 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 stated to be applicable to the loss on an excess or contingent basis the amounts of the Insurer's liability under this policy 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 policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares:

If all of such other valid and 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 policy 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 of 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 policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Changes:

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Insurer from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

8. Assignment:

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon; if, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall, if written notice be given to the Insurer within sixty days, after the date of such death or adjudication, cover the Named Insured's legal representative as the Named Insured except in the Province of Quebec where no notice is required.

9. Notice:

Any written notice to the Insurer may be delivered at or sent by registered mail to the agent through whom this policy was issued or to any branch of the Insurer in Canada. Written notice may be given to the Named Insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the Insurer; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition the expression "registered" shall mean registered within or without Canada. Notice to the first Named Insured shall constitute notice to all Insureds.

10. Cancellation-Termination:

- (a) This policy may be terminated,
 - (i) by the Insurer giving to the Named Insured 15 days written notice of termination by registered mail or personal delivery; (ii) by the Named Insured at any time on written request.
- (b) Where the policy is terminated by the Insurer,
 - (i) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the policy has been in force, calculated pro rata; or
 - (ii) where the premium is developed by an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- (c) Where the policy is terminated by the Named Insured,
 - (I) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy, or where the premium is developed by an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy.
- (d) Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- (e) Except in Quebec, the fifteen days mentioned above in this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- (f) In Quebec, the Notice of Cancellation from the Insurer takes effect 15 days after receipt by the Insured at the last known address.
- (g) premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.

11. Declarations:

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.

COMMERCIAL GENERAL LIABILITY POLICY

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

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

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning.

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

SECTION 1 - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, and D. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking those damages, but:
 - (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - (ii) we may investigate and settle any claim or "action" at our discretion; and
 - (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
- (b) Compensatory Damages because of "bodily injury" include compensatory damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- (c) "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (b) "Bodily injury" or "property damage" for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages:
 - (i) assumed in a contract or agreement that is an "insured contract"; or
 - (ii) that the Insured would have in the absence of the contract or agreement.

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

This exclusion does not apply to "bodily injury" to an employee of the Insured on whose behalf contributions are made or required to be made by the Insured under the provisions of any workers compensation law.

- (e) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any Insured of any watercraft.

This exclusion does not apply to:

- (i) a watercraft while ashore on premises you own or rent;
- (ii) a watercraft you do not own that is:
 - a. less than 8 meters long; and
 - b. in/outboard motor of not more than 10h.p., and
 - c. not being used to carry persons or property for a charge.
- (iii) "bodily injury" to any employee of the Insured on whose behalf contributions are made or required to be made under the provisions of any workers compensation law.
- (f) (i) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any Insured of:
 - a. any aircraft; or
 - b. any air cushion vehicle.
- (ii) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation or entrustment to others by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

- (g) "Property damage" to:
 - (i) property you own, rent or occupy;
 - (ii) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (iii) property loaned to you;
 - (iv) personal property in your care, custody or control;
 - (v) that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
 - (vi) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

- (h) "Property damage" to "your product" arising out of it or any part of it.
- (i) "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- (j) "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
 - (i) a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or,
 - (ii) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

- (k) Any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (i) "your product";
 - (ii) "your work"; or
 - (iii) "impaired property";
if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- (l) Pollution Liability - see Common Exclusions.
- (m) Nuclear Liability - see Common Exclusions.
- (n) War Risks - see Common Exclusions.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. We will have the right and duty to defend any "action" seeking those compensatory damages but:
 - (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - (ii) we may investigate and settle any claim or "action" at our discretion; and
 - (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
- (b) This insurance applies to "personal injury" only if caused by an offence:
 - (i) committed in the "coverage territory" during the policy period; and

- (ii) arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by you or for you.
- (c) This insurance applies to "advertising injury" only if caused by an offence committed:
 - (i) in the "coverage territory" during the policy period; and
 - (ii) in the course of advertising your goods, products or services.

2. Exclusions

This insurance does not apply to:

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

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- (a) We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (i) on premises you own or rent;
 - (ii) on ways next to premises you own or rent; or
 - (iii) because of your operations; provided that:
 - a. the accident takes place in the "coverage territory" and during the policy period;
 - b. the expenses are incurred and reported to us within one year of the date of the accident; and
 - c. the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- (b) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (i) first aid at the time of an accident;
 - (ii) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

- (iii) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

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

COVERAGE D. TENANT'S LEGAL LIABILITY

1. Insuring Agreement

We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. This insurance applies only to "property damage" to premises rented to you or occupied by you. This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking compensatory damages but:

- (a) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
- (b) we may investigate and settle any claim or "action" at our discretion; and
- (c) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverage A, B or D or medical expenses under Coverage C.

2. Exclusions

This insurance does not apply to:

- (a) "Property damage" expected or intended from the standpoint of the Insured.
- (b) "Property damage" for which the Insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.
- (c) "Property damage" for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.
- (d) Pollution Liability - see Common Exclusions.
- (e) Nuclear Energy Liability - see Common Exclusions.
- (f) War Risks - see Common Exclusions.
- (g) Professional Liability - See Common Exclusions.

COVERAGE E. DIRECTORS AND OFFICERS LIABILITY

1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "wrongful act", to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D and E. We will have the right and duty to defend any "action" seeking those compensatory damages. But:
- (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - (ii) we may investigate and settle any claim or "action" at our discretion; and
 - (iii) our right and duty to defend and when we have used up the applicable limit of insurance in the payment of judgements under Coverages A, B, D or E or medical expenses under Coverage C.
- (b) This insurance applies to "wrongful act" only:
- (i) committed in the "coverage territory" during the policy period; and
 - (ii) arising out of the conduct of your operation.

2. Exclusions

This insurance does not apply to:

- (a) "Bodily injury", "personal injury" or "property damage".
- (b) Your gaining in fact any personal profit or advantage to which you were not legally entitled.
- (c) Acts of fraud or dishonesty.
- (d) Any failure or omission on your part to effect and maintain insurance.
- (e)
 - (i) claims or "action" seeking relief, or redress, in any form other than money damages;
 - (ii) for fees or expenses relating to claims, demands or actions seeking relief or redress, in any form other than money damages.
- (f) Pollution Liability - see Common Exclusions.
- (g) Nuclear Liability - see Common Exclusions.
- (h) War Risks - see Common Exclusions.

COMMON EXCLUSIONS - COVERAGES A, C, D AND E

1. Pollution Liability

- (a) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
 - (i) at or from premises owned, rented or occupied by an Insured;

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

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

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

2. Nuclear Energy Liability

- (a) Liability imposed by or arising under the Nuclear Liability Act.
- (b) "Bodily injury" or "property damage" with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability.
- (c) "Bodily injury" or "property damage" resulting directly or indirectly from the nuclear energy hazard arising from:
- (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured or services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility;
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

- (1) the term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- (2) the term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- (3) the term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;

- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;
- and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
4. the term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission

3. War Risks

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

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E

We will pay, with respect to any claim or "action" we defend:

- (a) All expenses we incur.
- (b) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (c) All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to \$100 a day because of time off from work.
- (d) All costs taxed against the Insured in the "action" and any interest accruing after entry of judgement upon that part of the judgement which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an Insured. Your members, your partners and their spouses are also Insureds, but only with respect to the conduct of your business.
 - (c) An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an Insured:
 - (a) Your employees or your volunteers, other than your executive officers, but only for acts within the scope of their employment by your or, in the case of volunteers, within the scope of their duties assigned by you. However, except as provided in (b) below, none of these employees or volunteers is an Insured for:

- (i) "bodily injury" or "personal injury" to any person who, at the time of injury, is entitled to benefits under any workers compensation or disability benefits law or a similar law; or
- (ii) "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (iii) "property damage" to property owned or occupied by or rented or loaned to that employee or volunteer, any of your other employees or volunteers, or any of your partners or members (if you are a partnership or joint venture).

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

- (b) Any member while participating in or training for a sanctioned sporting or social event.
 - (c) Any person (other than your employees or volunteers), or any organization while acting as your real estate manager.
 - (d) Any person or organization having proper temporary custody of your property if you die, but only:
 - (i) with respect to liability arising out of the maintenance or use of that property; and
 - (ii) until your legal representative has been appointed.
 - (e) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 - (f) Municipalities, government departments, sponsors and owners of facilities in whose name you have agreed to provide insurance are added as additional Insureds, but only for their vicarious liability arising out of your operations.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
- (a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (b) Coverage A and D does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (c) Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offence committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "actions" brought; or
 - (c) Persons or organizations making claims or bringing "actions".
2. The Aggregate Limit is the most we will pay for the sum of:
 - (a) Medical expenses under Coverage C;

- (b) Compensatory damages under Coverage B - Personal and Advertising Injury Liability;
 - (c) Compensatory damages under Coverage E - Directors & Officers Liability;
 - (d) Compensatory damages under Coverage A - Bodily Injury and Property Damage Liability, arising out of the "products-completed operations hazard".
3. Subject to 2 above, the Each Occurrence Limit is the most we will pay for the sum of:
- (a) Compensatory damages under Coverage A and Coverage B; and
 - (b) Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for compensatory damages because of "property damage" to any one premises.
5. Subject to 3 above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
6. Subject to 2 above, the Errors and Omissions Liability Limit is the most we will pay under Coverage E for compensatory damages because of a "wrongful act".
7. All Loss Deductible Coverage A:
Bodily Injury and Property Damage, Legal Fees Expenses - Coverage A:
It is agreed that our obligation under Coverage A to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of bodily injury, property damages, legal fees and expenses as the result of any one occurrence. The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of occurrence, apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
8. All Loss Deductible Coverage D (Tenants Legal Liability):
It is agreed that our obligation under this coverage to pay compensatory damages on your behalf because of "property damage" applies only to the amount of compensatory damages in excess of the deductible amount. The deductible amount applies to all compensatory damages because of property damage as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of "actions", and (b) your duties in the event of an "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
9. All Loss Deductible Coverage E:
It is agreed that our obligation under Coverage E to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the amount indicated in the Declarations. The deductible amount applies to all compensatory damages because of "wrongful act", legal fees and expenses as a result of any one occurrence. The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of occurrence, apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
- The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Canadian Currency Clause

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

3. Cancellation

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

4. Changes

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

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

- (a) You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - (i) how, when and where the "occurrence took place; and
 - (ii) the names and addresses of any injured persons and of witnesses.
- (b) If a claim is made or "action" is brought against an Insured, you must see to it that we receive prompt written notice of the claim or "action".
- (c) You and any other involved Insured must:
 - (i) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - (ii) authorize us to obtain records and other information;
 - (iii) cooperate with us in the investigation, settlement or defence of the claim or "action"; and

- (iv) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this Insurance may also apply.
- (d) No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Examination of Your Books and Records

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

7. Inspections and Surveys

We have the right but are not obligated to:

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

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (a) Are safe or healthful; or
- (b) Comply with laws, regulations, code or standards.
This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections surveys, reports or recommendations.

8. Legal Action Against Us

No person or organization has a right under this policy:

- (a) To join us as a party or otherwise bring us into an "action" asking for compensatory damages from an Insured; or
- (b) To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but we will not be liable for compensatory damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by us, the Insured and the Claimant or the Claimant's legal representative. Every "action" or proceeding against us shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this policy is governed by the laws of Quebec, every action or proceeding against us shall be commenced within three years from the time the right of action arises.

9. Other Insurance

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

- (a) Primary Insurance

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

(b) Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

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

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

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) the total of all deductible and self-insured amounts under all that other insurance. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

(c) Method of Sharing

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

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

10. Premium Audit

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

11. Premiums

The first Named Insured shown in the Declarations:

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

12. Representations

By accepting this policy, you agree:

- (a) The statements in the Declarations are accurate and complete;
- (b) Those statements are based upon representations you made to us; and
- (c) We have issued this policy in reliance upon your representations.

13. Separation of Insureds, Cross Liability

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

- (a) As if each Named Insured were the only Named Insured; and
- (b) Separately to each Insured against whom claim is made or "action" is brought.

14. Transfer of Rights of Recovery Against Others to Us

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

15. Transfer of Your Rights and Duties under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

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

SECTION V - DEFINITIONS

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

5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- (a) It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - (b) You have failed to fulfill the terms of the contract or agreement; such property can be restored to use by:
 - (i) the repair, replacement, adjustment or removal of "your product" or "your work"; or
 - (ii) you fulfilling the terms of a contract or agreement.
7. "Insured Contract" means:
- (a) A lease of premises;
 - (b) A sidetrack agreement;
 - (c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - (d) Any other easement agreement;
 - (e) An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
 - (f) An elevator maintenance agreement; or
 - (g) That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay compensatory damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- An "insured contract" does not include that part of any contract or agreement:
- (i) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (ii) under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in (i) above and supervisory, inspection or engineering services.
8. "Occurrence" means accident, including continuous or repeated exposure to substantially the same general harmful condition.
9. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offences:
- (a) False arrest, detention or imprisonment;
 - (b) Malicious prosecution;
 - (c) Wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
 - (d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - (e) Oral or written publication of material that violates a person's right to privacy.

10. (a) "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except
- (i) products that are still in your physical possession; or
 - (ii) work that has not yet been completed or abandoned.
- (b) "Your work" will be deemed completed at the earliest of the following times:
- (i) when all of the work called for in your contract has been completed;
 - (ii) when all of the work to be done at the site has been completed if your contract calls for work at more than one site;
 - (iii) when that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- (c) This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

11. "Property damage" means:
- (a) Physical injury to tangible property, including all resulting loss of use of that property; or
 - (b) Loss of use of tangible property that is not physically injured.

12. "Wrongful Act" means:
- (a) Any actual or alleged error or misstatement or misleading statement; or
 - (b) Any actual or alleged act or omission or neglect or breach of duty by an Insured.

A "wrongful act" does not include any activity of an Insured practiced or engaged in by members of licensed or certified professions.

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

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

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

14. "Your work" means:
- (a) Work or operations performed by you or on your behalf; and
 - (b) Materials, parts or equipment furnished in connection with such work or operations.

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

CGL DNDF CGL 4605 - NON - OWNED AUTOMOBILE INSURANCE (S.P.F. NO. 6) (6-91)

FORM NO. CGL 4605 (6-91)

NON - OWNED AUTOMOBILE INSURANCE (S.P.F. NO. 6)

INSURING AGREEMENT

In consideration of the payment of the premium and of the statements contained in the application on file with the insurer and subject to the limits, terms, conditions, provisions, definitions, and exclusions hereinstated.

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 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 workers 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, but this exclusion does not apply to that part of any contract or agreement pertaining to the business of the Insured under which the Insured assumes tort liability of another to pay compensatory damages because of bodily injury or property damage to a third person or organization, if the contract or agreement is made prior to the bodily injury or property damage. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; 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 the Declarations, and expenditures provided for in the Supplementary Payments of this policy; subject always to the provisions of the section of The Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

Paragraph (b) of this section is not applicable in the Province of Ontario.

LIMIT OF INSURANCE

The limit stated in the Declarations for Non-Owned Automobile is the maximum the Insurer will pay (exclusive of interest and costs) for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property from any one accident (regardless of the number of claims arising).

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 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 the Declarations; 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 Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the insured stated in Declarations, 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 any 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 of or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of these 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, for periods not exceeding 30 days, used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. Automobiles Operated under Contract Defined

The term "automobiles operated under contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in the Declarations where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or 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 insurance.

6. Premium Adjustment

An estimated premium for this form has been used as a factor in the computation of the provisional premium for this Policy. The actual premium for the insurance afforded by this form determined in accordance with the insurer's rules, rates, rating plans, premium and minimum premiums applicable to this insurance, shall be included as a factor in the computation of the earned premium for this policy.

7. Representation

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 willfully 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.

STATUTORY CONDITIONS

Material Change in Risk

1. (1) The insured named in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.

(2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include;

(a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceeding 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 the 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, subconditions 2 and 3 are identical with the above quoted Statutory Condition relating to material change in risk.

Prohibited Use by Insured

2. (1) The insured shall not drive or operate the automobile,

(a) unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or

(b) while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or

(c) while he is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which 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.

Requirements Where Loss or Damage to Persons or Property

3. (1) The insured shall,

(a) promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;

(b) verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and

(c) forward immediately to the Insurer every letter, document, advice or writ received by him from or on behalf of the claimant.

(2) The insured shall not,

(a) voluntarily assume any liability or settle any claim except at his own cost, or

(b) interfere in any negotiations for settlement or in any legal proceeding.

(3) The insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or in the prosecution of any appeal.

Requirements Where Loss or Damage to Automobile

4. (1) Where loss of or damage to the automobile occurs, the insured shall, if the loss or damage is covered by this contract,

(a) promptly give notice thereof in writing to the Insurer with the fullest of 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 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) 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 a proof of loss has been delivered.

Inspection of Automobile

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

Time and Manner of Payment of Insurance Money

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

When Action May be Brought

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

Limitation of Actions

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

NOTE: In Yukon Territory, Northwest Territories and New Brunswick, the one year limitation period in subcondition (3) should read "2 years". In the case of Nova Scotia and Newfoundland subcondition (3) should read 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 was sustained and not afterwards."

Who May Give Notice and Proofs of Claim

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

Termination

8. (1) This contract may be terminated,

(a) by the Insurer giving to the insured thirty 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 thirty days mentioned in clause (a) of subcondition (1) of this condition commences to run the day following the receipt of the registered letter at the post office to which it is addressed.

NOTICE

9. Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the insured named in this contract by letter personally delivered to him 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.



#103-8411-200TH STREET, LANGLEY, BC V2Y 0E7 TELEPHONE: (604)888-0050 FAX: (604)888-1008

ADDITIONAL INSUREDS

Attached to and forming part of the commercial general liability coverage as per wordings, it is understood and agreed that the following are included as insureds:

All the insured's affiliated leagues, clubs, and or teams, their members, officers, directors, coaches, managers, officials, players, auxiliary workers, employees and volunteers.

Additional Insureds must be registered, prior to any involvement, with the Association.

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



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MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial General Liability Insurance coverage.

Exclusion of coverage A (Section 1) is deemed to include the following:

- (1) It is understood and agreed that this insurance policy shall not apply to “bodily injury” (as defined herein), “property damage” (as defined herein), “advertising injury” (as defined herein) or “personal injury” (as defined herein) arising out of in whole or in part: (1) corporal punishment, sexual or physical abuse, sexual exploitation, transmission of disease or other harmful acts by the insured or any occupant or resident of the insured’s operation or premises; (2) any employee of any insured; or (3) any volunteer.
- (2) It is further understood and agreed that this insurance policy shall not apply to claims arising out of but not limited to; (1) the actual or threatened abuse or molestation by anyone while in the care, custody or control of any insured; or (2) the negligent (a) employment, (b) investigation, (c) supervision, (d) reporting to the proper authorities or failure to so report, (e) retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded under paragraph (1) above.
- (3) It is further understood and agreed that the insurer shall not have any duty to defend any suit against the insured seeking damages on account of any “bodily injury”, “property damage” or “personal injury” as described in this endorsement.

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



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INTENT TO INJURE EXCLUSION

Attached to and forming part of the Commercial General Liability coverage as per wordings:

It is understood and agreed that deliberate action or contact with intent to injure is excluded.

It is further understood and agreed that the insurer shall not have any duty to defend any suit against the insured seeking damages on account of any such injury.

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

Form 5003C (February 2010)



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HOST LIQUOR LIABILITY EXCLUSION

Attached to and forming part of the commercial general liability coverage as per wordings, it is understood and agreed that:

The coverage provided under the commercial general liability wording does not apply to liability occurring as a result of the selling, serving or offering of alcohol except with respect to awards banquet, and annual general meetings.

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

Form 5006A (August 1996)



#103-8411-200TH STREET, LANGLEY, BC V2Y 0E7 TELEPHONE: (604)888-0050 FAX: (604)888-1008

FORCIBLE EJECTION EXCLUSION

It is hereby understood and agreed that coverage under the Commercial General Liability form is amended as follows:

Under Section 1 (coverages), coverage A2 (exclusions) is extended to include the following:

Notwithstanding anything contained in this policy to the contrary, it is hereby understood and agreed that the insurance provided by this policy or any other liability riders attached does not apply to claims arising from injury to any person or damage to or destruction of property including the loss of use thereof resulting from the forcible ejection of such person from the premises.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the above-mentioned policy, other than as above stated.

The insured warrants compliance of the above exclusion and acknowledges that non-compliance shall void this policy.

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



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REIMBURSEMENT CLAUSE ENDORSEMENT

Attached to and forming part of the commercial general liability coverage as per wordings:

It is hereby understood and agreed that the insured shall reimburse the company up to the amount stated in the declarations with respect to all claims, legal fees and adjusting expenses combined in any one loss, and the company shall only be liable for loss, damage or expense in the excess of that amount.

The terms of the policy, including those with respect to notice of loss and the insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the reimbursement.

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

Form 5008 (September 1996)



#103-8411-200TH STREET, LANGLEY, BC V2Y 0E7 TELEPHONE: (604)888-0050 FAX: (604)888-1008

POLICY TERRITORY ENDORSEMENT

Attached to and forming part of the commercial general liability coverage as per wordings:

It is understood and agreed that under the insuring agreement form IFC33000 (8-95);
Definition with respect to 'policy territory' is deleted in its entirety and replaced with definition in the Policy
Wording OLDA5603B, Section V – Definitions, Number 4.

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

Form 5040 (November 2010)



#103-8411-200TH STREET, LANGLEY, BC V2Y 0E7 TELEPHONE: (604)888-0050 FAX: (604)888-1008

CYBER/DATA EXCLUSION

Applicable to all liability coverages of this policy for which coverage is included on the declaration page the following exclusions are added:

This insurance does not apply to:

- a) Liability for:
 - (i) erasure, disruption, corruption, misappropriation, misinterpretation of data;
 - (ii) erroneously creating, amending, entering, deleting or using “data”;
including any loss of use arising therefrom;

- b) “Personal Injury” arising out of the distribution, or display of “data”, by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of “data”.

Additional Definition

The following definition is added to the policy.

“Data” means representations of information or concepts, in any form.

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



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U.S.A. EXCLUSION ENDORSEMENT

Attached to and forming part of the Commercial General Liability coverage as per the wordings:

It is hereby understood and agreed that this policy excludes coverage for property damage, bodily injury, personal injury, advertising injury or any other damage covered under this policy to any U.S.A player (U.S.A resident only) while playing for a U.S.A team or involved in activities occurring in the U.S.A.

It is further understood and agreed that the insurer shall not have any duty to defend any suit brought by a U.S.A team player (U.S.A. resident only) of the U.S.A. with respect to any activities occurring in the U.S.A. against the insured seeking damages on account of any such injury.

This exclusion applies to participants of sporting, leisure activities only.

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



#103-8411-200TH STREET, LANGLEY, BC V2Y 0E7 TELEPHONE: (604)888-0050 FAX: (604)888-1008

Fungi and Fungal Derivatives Exclusion Endorsement

This Endorsement Changes the Policy. Please Read It Carefully.

Attached to and forming part of the Commercial General Liability Wording.

The following Exclusion is added to Section I, Common Exclusions – Coverages A, B, C AND D:

Fungi and Fungal Derivatives

This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal injury", "advertising injury" or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
- b. any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of, "fungi" or "spores; or
- c. any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the injury, damage or activity referred to in a. or b. above.

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

This exclusion does not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by the Insured.

The following definitions are added to Insuring Agreement V. – Definitions:

"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resultant mycotoxins, allergens, or pathogens.

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

Except as otherwise provided in this endorsement all terms and conditions of the form to which this endorsement is attached shall remain unchanged.

Form 5049

CGL(03/03)



#103-8411-200TH STREET, LANGLEY, BC V2Y 0E7 TELEPHONE: (604)888-0050 FAX: (604)888-1008

TOTAL ASBESTOS EXCLUSION

Attached to and forming part of the commercial general liability coverage as per wordings:

This insurance shall not apply to and does not cover any actual or alleged liability for any claim in respect of loss, damage, cost or expense directly or indirectly caused by, resulting from, or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

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

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



#103-8411-200TH STREET, LANGLEY, BC V2Y 0E7 TELEPHONE: (604)888-0050 FAX: (604)888-1008

OTHER INSURANCE CLAUSE

It is hereby understood and agreed under Insuring Agreement Form IFC33000, Condition 6 “Other Insurance” is deleted in its entirety. Further, Section IV, Commercial General Liability – Condition 9 “Other Insurance” is amended as follows:

Other Insurance

“If other valid and collectible insurance is available to the insured for a loss covered under this policy, this insurance is excess over any and all of the other insurance, whether such other insurance is primary, excess, contingent or on any other basis and whether such other insurance has a policy that is the same or different in type and/or purpose from this policy, and the Insurer is not liable for any loss or claim until the amount of such other insurance has been used in its entirety.”

Excess Insurance

When this insurance is excess, we will have no duty under the coverage in this policy to defend any claim or action that any other insurer has a duty to defend. If no other insurer defends, and if we undertake to do so, we will be entitled to all the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance Provision unless it was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy, in which case we will not share any of the remaining loss.

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



#103-8411-200TH STREET, LANGLEY, BC V2Y 0E7 TELEPHONE: (604)888-0050 FAX: (604)888-1008

POLICY DISPUTES

Attached to and forming part of the commercial general liability wordings:

Any dispute concerning coverage under this policy and/or the interpretation of the Terms Conditions Limitations and/or Exclusions contained herein is understood and agreed by both the Insured and the Insurers to be subject to the law and jurisdiction of a Canadian province or Territory as determined by the relevant Insurance Act(s).

Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Canadian province or Territory as determined by the relevant Insurance Act(s) and to comply with all requirements necessary to give such court jurisdiction.

All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction.

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



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PUNITIVE AND/OR EXEMPLARY DAMAGES EXCLUSION CLAUSE

Attached to and forming part of the commercial general liability coverage as per wordings:

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

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

Form 5091 (February 2009)

With respect to agreement No: AS PER DECLARATION PAGE

The Insurer hereby agrees to insure accidents resulting in Death or Bodily Injury (as per schedule of Benefits) of all Amateur Members participating as Players, Managers, Coaches, Trainers, Executives, General Members, Volunteers, Auxiliary Workers, Employees and Officials being members of the Association, League, Club and Teams, herein collectively called the Insured persons subject to the terms and conditions of this policy.

Eligibility

To be eligible for insurance all members shall be participating as Players, Managers, Coaches, Trainers, Executives, General Members or Officials, volunteers, auxiliary workers and employees in practice or competition in the sport under the supervision and direction of the Insured.

Schedule of Insurance

This plan covers all accidents to:

- a) members participating in a practice or competition in the sport;
- b) members being transported with other player members and group to or from the place of such practice or game; which is organized under the direction of the Insured;
- c) members while riding as a passenger, boarding or alighting from a flight on a multi engine transport type aircraft operated by a licensed airline maintaining published schedules or licensed charter airline; within the Territorial Limits as shown on Declarations.

GENERAL CONDITIONS

1) AMOUNT OF INSURANCE

The amount of insurance coverage for each member of the community sport association, league, club or team insured under this policy shall be in accordance with the schedule of benefits shown in this policy.

2) EFFECTIVE DATE OF INSURANCE

Insurance coverage is effective on the date of the enrolment of the Insured person(s).

3) TERMINATION OF INSURANCE

The insurance shall terminate at 12:01 A.M., Standard Time, on the date stated.

4) LIMITATIONS AND EXCLUSIONS

The present insurance does not cover:

- a) purchase, repair or replacement of eyeglasses, contact lenses or prescriptions thereof. (Except as otherwise provided herein),
- b) sickness or disease either as a cause or effect,
- c) any benefits that are available under any Government Health Insurance Plan, whether enrolled in such a plan or not for which the Insured is eligible,
- d) any intentionally self inflicted bodily injury while sane or self-inflicted injury while insane,
- e) any act of war, or undeclared war, invasion or civil war,
- f) professional athletes earning the major portion of their income from sports activity.
- g) riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage",
- h) participating in any speed contest or racing,
- i) for x-rays, repair or replacement of existing dentures, fillings or crowns, bridges or orthodontic appliances except as provided in the section entitled "Dental Expense",
- j) for experimental drugs not approved by Drugs Directorate, Health Protection Branch of Health and Welfare Canada,
- k) for medical services rendered by nurses, physiotherapists, certified athletic sports therapists and chiropractors employed or engaged by the Policyholder,

This policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to Hospital and/or Medical plans. Benefits will be reduced under the Accident Reimbursement Expense and Dental Expense sections of this policy by any amount paid or payable under any other policy providing similar reimbursement expenses.

The insurance provided under this policy is available only to residents of Canada.

5) DEFINITIONS

- Accident: happening due to external, violent, sudden, fortuitous causes beyond the member's control. This happening must occur while the insurance is in force.
- Injury: bodily injury suffered by a member caused directly by an accident as described above independent of any sickness or other causes.
- Insured: a member(s) who is participating in the sport named as a player, manager, coach, trainer, executive general member or official, volunteers, auxiliary workers and employees of one of the affiliated organizations of the Insured.

6) NOTICE OF PROOF OF CLAIM

In the event of a claim the claimant shall;

- a) give written notice to Sports-Can Insurance Consultants Ltd. or its representatives not later than 30 days from the date of such accident, and
- b) furnish to Sports-Can Insurance Consultants Ltd. or its representatives on forms provided, such proof of claim as is reasonably possible within 90 days from such date, and
- c) furnish a certificate as to the cause and nature of the accident for which the claim is made from a legally qualified Medical or Dental Practitioner, if so required by the Insurer.

In the event of a claim by reason of death of a member, the Insurer shall be entitled to receive on forms provided by it due proof of such death, as well as of the title and right of the claimant. Any action or proceedings against the Insurer for the recovery of any claim under this policy shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

7) CURRENCY

All payments to or by the Insurer under this policy shall be paid in Canadian Currency.

8) THE CONTRACT

This policy constitutes the entire contract. No provision of this policy may be altered, waived or modified except by an endorsement hereon signed by the Insurer.

9) ACCIDENTAL DEATH

If any member dies while insured hereunder, the Insurer will, subject to the provisions set forth in this policy, pay to the Insured, who shall forward to the beneficiaries or their legal representatives, the amount of benefit of which the member is covered hereunder.

10) ACCIDENT BENEFITS

If proof be furnished satisfactory to the Insurer that a member insured under this policy has suffered any loss or expense as a direct result of bodily injury or injuries caused solely through accidental, violent or external causes and that such loss resulted within the time limit as specified herein, then, except as provided in the General Conditions, Limitations and Exclusions, the Insurer upon approval of said proof, will pay the benefits for such loss or expense as provided in the following tables.

All losses shall be payable; to the parent(s) and/or guardian of the insured junior member; or to the adult member; or as otherwise designated by them.

Indemnity provided under this section will not be paid under any circumstances for more than one (1) of the losses, the greatest, sustained by any one (1) Insured Person as the result of any one (1) accident. In the event Loss of Life occurs within ninety (90) days after the date of the accident, the maximum amount payable will be the Principal Sum.

BENEFITS

LOSS OF LIFE, LOSS OF USE, DISMEMBERMENT OR LOSS OF SIGHT (SPECIFIC LOSS ACCIDENT INDEMNITY)

When injury results in any of the following losses within three hundred and sixty five (365) days after the date of the accident, the Insurer will pay:

For Loss of

Life	The Principle Sum
The Entire Sight of Both Eyes	Two Times the Principle Sum
Speech and Hearing in Both Ears	Two Times the Principle Sum
One Hand and the Entire Sight of One Eye	Two Times the Principle Sum
One Foot and the Entire Sight of One Eye	Two Times the Principle Sum
The Entire Sight of One Eye	One and One-Third Times the Principle
Sum	
Speech	One and One-Third Times the Principle
Sum	
Hearing in Both Ears	One and One-Third Times the Principle
Sum	
Hearing in One Ear	Two-Thirds of the Principle Sum
All Toes of One Foot	One-Half of the Principle Sum

For Loss or Loss of Use of

Both Hands	Two Times the Principle Sum
Both Feet	Two Times the Principle Sum
One Hand and One Foot	Two Times the Principle Sum
One Arm	One and One-Half Times the Principal Sum
One Leg	One and One-Half Times the Principal Sum
One Hand	One and One-Third Times the Principle
Sum	
One Foot	One and One-Third Times the Principle
Sum	
Thumb and Index Finger or at Least Four Fingers of One Hand	Two-Thirds of the Principle Sum

For Total Paralysis of

Both Upper and Lower Limbs (Quadriplegia)	Two Times the Principle Sum
Both Lower Limbs (Paraplegia)	Two Times the Principle Sum
Upper and Lower Limbs of One Side of Body (Hemiplegia)	Two Times the Principle Amount

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the complete severance of one (1) entire phalanx of the thumb; as used with reference to finger means the complete severance of two (2) entire phalanges of the finger; as used with reference to toe means the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes; as used with reference to eye means the irrecoverable loss of the entire sight thereof.

"Loss" as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing.

"Loss" as above used with reference to quadriplegia, paraplegia and hemiplegia means the complete and irreversible paralysis of the respective limbs.

"Loss" as above used with reference to loss of use means the total and irrecoverable loss of use, provided the loss is continuous for twelve (12) consecutive months and such loss of use is determined to be permanent at the end of such period.

PROSTHETIC APPLIANCES - \$3,000.00

When prescribed by a physician or surgeon and purchased within 52 weeks of the date of the accident, the Insurer will pay benefits for expenses incurred for artificial limbs and/or eyes up to a maximum of \$3,000.00 for each injury resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacement of same.

BLANKET ACCIDENT EXPENSE REIMBURSEMENT - As per schedule of benefits

The Insurer will pay for medically necessary expense, for which coverage is not available under any Government Plan, incurred within 52 weeks of the date of the accident resulting in any injury which requires, within 30 days of the accident, the following services or supplies, while under the regular care and attendance of a physician, other than himself or a member of his immediate family, with respect to Items 1 - 7:

- 1) private duty nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the Insured Person's Residence or is not a member of his Immediate Family;
- 2) transportation by a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire to or from the nearest Hospital which is equipped to provide the required treatment;
- 3) Hospital charges for the difference between the public ward allowance under the Insured Person's Provincial Hospital Plan and the semi-private accommodation charge(private accommodation charge if recommended by a Physician);
- 4) rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary;
- 5) expenses charged for the services of a licensed professional physiotherapist or certified athletic sports therapist ordered or prescribed by a Physician, provided such physiotherapist or sports therapist does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family, subject to a maximum of three hundred dollars (\$300.00) per policy term;
- 6) expenses for prescription drugs, sera and vaccines, obtainable only upon a written prescription by a Physician or legally qualified dentist and dispensed by a registered pharmacist or Physician, but excluding any charges made for the administration of injectable drugs, sera and vaccines, subject to a dispensing maximum of a thirty (30) day supply;
- 7) miscellaneous expenses for hearing aids, crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of three hundred dollars (\$300.00) for each injury per policy term, and not to exceed 50% of the cost of the brace;
- 8) expenses for the services of a licensed chiropractor, provided such chiropractor does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family subject to a maximum of five hundred dollars (\$500.00) per policy term.

REHABILITATION BENEFIT

If an accident causes injury to a member which requires the member to undergo special training in order to be qualified to engage in a special occupation in which he would not have engaged except for such injury, the Insurer will pay the reasonable and necessary expense actually incurred by any member but shall not exceed \$3,000.00, nor shall payment be made for any expense incurred more than three years after the date of the accident, nor shall payment be made for room, board or other ordinary living, travelling or clothing expense.

TUITION BENEFIT

When, within 90 days from the date of the accident, an injury shall disable totally and confine a member to his or her residence for a period in excess of 90 days, the Insurer shall pay the expense incurred within six months from the date of the accident for tutorial services of a qualified teacher holding a current Provincial Ministry of Education Teaching Certificate at a rate not to exceed \$20.00 per hour. In addition, the Insurer shall pay for rental of necessary equipment and required program software as suggested and approved by the Board of Education in which the member(s) is in attendance. All benefits payable under this section are subject to an aggregate limit of \$2,000.00.

SPECIAL TREATMENT TRAVEL EXPENSE BENEFIT

If within 52 weeks of the date of the accident an injury requires special treatment that cannot be obtained in the municipality of a member's residence the Insurer will pay up to a maximum of \$150.00 per injured person per claim for travel expense incurred away from home, but not to exceed the maximum limit of \$1,000.00.

OUT OF PROVINCE SURGICAL AND MEDICAL ACCIDENT BENEFITS

If bodily injury is sustained by a member as a result of an accident outside the province in which they are normally domiciled, but inside Canada, and he/she shall within 30 days from the date of an accident necessitate the services of a licensed Doctor of Medicine, Osteopath or Chiropractor and incur additional expenses such as surgical operations, hospital expenses, taking of x-rays, laboratory services or anesthetist fees the Insurer will pay for such charges for services outside the Province of Residence up to a maximum of \$10,000.00 excess of the benefits available under any Canadian Federal or Provincial hospital and/or medical plan regardless of whether or not the member(s) is enrolled in such a plan.

EMERGENCY TRANSPORTATION BENEFIT

If an accident occurring in or on the premises or buildings requires immediate medical treatment, the Insurer will pay the reasonable expense incurred in transporting a member to a doctor's office or nearest hospital, subject to a maximum payment of \$50.00.

EYEGLOSS AND CONTACT LENS EXPENSE (Resulting from Injury)

- a) IF INJURY REQUIRES AND RECEIVES TREATMENT BY A PHYSICIAN OR DENTIST and also results in the breakage of eyeglasses or loss or breakage of a contact lens or lenses of a member, the Insurer will pay the actual cost of repair or replacement of the eyeglasses or contact lens or lenses up to a maximum of \$100.00 in respect to all such replacements or repairs during the term of this policy.
- b) If injury results in the purchase of eyeglasses upon the advice of a physician when they were not required nor worn previously the Insurer will pay the reasonable and necessary expense thereof.

BLANKET DENTAL ACCIDENT REIMBURSEMENT

When injury to whole and sound teeth (capped or crowned teeth will, for the purpose of this policy be considered whole and sound), due to a force or blow external to the mouth and within thirty (30) days from the date of the accident, requires treatment, replacement or x-rays by a legally qualified dentist or dental surgeon who does not ordinarily reside in the Insured Person's Residence and is not a member of the Immediate Family, the Insurer will pay the reasonable and necessary expenses actually incurred by the Insured Person within fifty-two (52) weeks

after the date of accident for such treatment or services but not to exceed the amount of Accidental Dental Expenses stated in the Schedule of Benefits as the result of any one (1) accident.

Any payments made under this section will be in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province or territory of the Insured Person's Residence, and reduced by any amount paid or payable under the section entitled "Dentures or Bridgework Benefit".

DENTURES OR BRIDGEWORK BENEFIT

When, by reason of Injury, an Insured Person requires and received medical treatment from a Physician or legally qualified dentist who does not ordinarily reside in the Insured Person's Residence and is not a member of the Immediate Family, within thirty (30) days from the date of the accident and damage to or breakage of removable dentures, fixed bridgework and/or capped (crowned) tooth or teeth occurs as the result of such Injury, the Insurer will pay the reasonable and necessary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident for the repair or replacement of such removable dentures, fixed bridgework and/or capped (crowned) tooth or teeth, not to exceed the amount of Dentures or Bridgework benefit stated in the Schedule of Benefits during any one (1) policy term for all such repairs or replacements.

WAGE LOSS

A youth member actively employed by a business for wages on a part time basis who suffers an injury and is under the regular care of a Physician, and is unable to perform all the duties of the job, will be covered for 75% of the youth member's hourly wage during the disability. Actively employed means the youth member has been continuously employed prior to the date of the Accident. Benefits will be payable from the 15th day of disability, to a maximum of \$1,000 during the term of this Policy. With respect to seasonal employment, this benefit will not be paid past the date employment would have normally ceased.

BABYSITTING

If a youth member requires and receives treatment for an injury by a Physician and is confined to home following the Accident, the Insurer will pay for a babysitter to tend to the youth member during normal school hours or during the Parent's workday if the Parent is unable to do so. The babysitter must be at least 18 years of age and not an immediate family member. This benefit is subject to an hourly maximum equal to the provincial minimum wage and an aggregate limit of \$500 per youth member during the term of this Policy.

Future Anticipated Dental Expense

1. a) If, at the end of fifty-two weeks from the date of the accident, further treatment is required, the Insurer will pay such future dental expenses that are incurred, prior to the member reaching nineteen years of age, provided that within sixty days after the fifty- two week period specified above, the Insured submits to the Insurer an estimate of the anticipated expenses from a licensed dentist for the dental treatment, as specifically necessitated by the injury. The Insurer will pay seventy-five percent of such future incurred expenses, but the total of such dental expenses, paid by the Insured under this provision shall not exceed the limit shown in the Schedule of Benefits.
 - b) The Insurer shall have the right, at his own expense to obtain from any licensed dentist of his choice, a second independent estimate of anticipated future expenses for dental treatment arising out of the accident. In the event that the Insurer obtains an estimate which anticipates a lesser expense than the member's estimate, the lesser of the two estimates will be the basis of future payments unless the two dentists come to an agreement as to the proposed future course of action and expenses, within sixty days from the date of a notice delivered by either the Insurer or the member to the other party, or unless a third dentist is appointed by both parties to arbitrate the difference within sixty days. Cost of the additional estimates or arbitration shall be borne by the Insurer and the Insured equally.
- 2) Dental Expense shall be payable only if required because of accidental injury to whole sound natural teeth. If dentures or bridgework benefit is not included.

- 3) Dental treatment shall include x-ray examination and repair or replacement of whole sound natural teeth.
- 4) Payment under this section is limited to that portion of expenses as permitted by law.

FRACTURE, DISLOCATION, TENDON SEVERANCE AND MISCELLANEOUS INDEMNITY

When Injury results in any of the following fractures, dislocations, severances or miscellaneous conditions within three hundred and sixty-five (365) days after the date of the accident, the Insurer will pay up to the Fracture Indemnity maximum stated in the Schedule of Benefits in accordance with the percentages indicated below but not more than one (1) such indemnity, the largest, will be payable as the result of any one (1) accident.

For complete fracture (including Greenstick type fracture):

	Percentage of Fracture Indemnity
Of the skull (depressed)	100%
Of the skull (not depressed)	33%
Of the spine (one or more vertebrae)	50%
Of the jawbone (mandible or maxilla)	33%
Of the thigh (femur)	33%
Of the pelvis	33%
Of the knee cap	27%
Of the lower leg	25%
Of the shoulder blade	25%
Of the ankle (small bones)	25%
Of the wrist (small bones)	25%
Of the forearm (compound or comminuted)	23%
Of the forearm (not compounded)	12%
Of the sacrum or coccyx	17%
Of the sternum	17%
Of the arm, between elbow and shoulder	17%
Of the collarbone	12%
Of the nose	12%
Of two or more ribs	10%
Of one hand (one or more metacarpals)	8%
Of one foot (one or more metatarsals)	8%
Of the facial bones	8%
Of one rib	5%
Of any bone not specified above	3%

For complete dislocation:

Of the hip	42%
Of the knee (with open primary repair)	33%
Of the shoulder (with open reduction)	25%
Of the wrist	17%
Of the ankle	17%
Of the elbow	12%
Of the bones of foot, other than toes	8%

Severance of tendon or tendons:

Heel (achilles)	22%
Ankle	20%
Foot (not toes)	18%
Elbow	17%
Wrist	12%
Hand (including fingers)	12%

Miscellaneous:

Ruptured kidney (operative)	27%
Ruptured liver (operative)	27%
Ruptured spleen (operative)	27%
Punctured lung-with open surgery	23%
Burns-requiring one or more skin grafts	22%
Knee-injured and requiring surgery (when there is no fracture or dislocation)	22%
Bone operation-injured portion removed (when there is no fracture or dislocation)	20%

No benefit is payable under this section, if a Death Benefit is to be paid, or has been paid or if any benefit has been paid under Blanket Accident Expense Reimbursement.

AIRCRAFT COVERAGE

Insurance provided under this policy includes Injury sustained while and in consequence of:

- (a) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft operated on a regular, special or chartered flight by a domestic or international scheduled air carrier, licensed by the Department of Transport of Canada or the governmental authority having jurisdiction over such air carrier in the country of its registry.
- (b) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft operated by the Canadian Armed Forces or by a similar military service of any duly constituted governmental authority of any other recognized country.
- (c) boarding or alighting from or being struck by any aircraft.

Notwithstanding (a) and (b) above, this policy excludes Injury sustained while and in consequence of riding in or on any aircraft owned, operated, leased or chartered by or on behalf of the Policyholder.

EXPOSURE AND DISAPPEARANCE

If, by reason of an accident covered by this policy, an Insured Person is unavoidably exposed to the elements and, as the result of such exposure, suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of this policy.

If the Insured Person is not found within one (1) year after the date of the disappearance, sinking or wrecking of the conveyance in which the Insured Person was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed the Insured Person suffered Loss of Life resulting from bodily Injury caused by an accident at the time of such disappearance, sinking or wrecking.

AGGREGATE LIMIT OF INDEMNITY

The Insurer's aggregate limit of indemnity for all losses arising out of any one (1) accident, for which coverage is provided hereunder, is as stated in the Schedule of Benefits. In the event said limit of indemnity for any one (1)

accident is insufficient to pay the full amount of indemnity for each Insured Person, then the amount payable for each Insured Person will be in the proportion that the limit of indemnity for any one (1) accident bears to the total amount of insurance that would have been payable, except for such limit of indemnity.

INDEMNITY PAYMENTS

In the event the Insured Person is a minor, all indemnities payable hereunder will be payable to the custodial parent, or if there is none, to the guardian of the Insured Person.

If the Insured Person is not a minor, indemnity payable in the event of the Loss of Life of the Insured Person will be payable to the surviving Spouse or, if there is no Spouse, to the estate of the Insured Person.

"Spouse" means

- (a) an individual to whom the Insured Person is legally married,
- (b) an individual to whom the Insured Person is married by a marriage that is voidable and has not been declared null and void or
- (c) an individual of the opposite sex with whom the Insured Person has continuously cohabited for a minimum of one (1) year immediately before a loss is incurred under the Policy.

Only one (1) individual will qualify as a Spouse.

If the Insured Person is legally married but is also cohabiting with an individual of the opposite sex, the Spouse will be the individual to whom the Insured Person is legally married .

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

Insurance as to each person will take effect on the date such person becomes eligible, but in no event prior to the effective date of the policy.

INDIVIDUAL TERMINATIONS

The insurance of an Insured Person will immediately terminate on the earliest of the following dates:

- (1) on the date this policy is terminated;
- (2) on the Term Premium due date if the Policyholder fails to pay the required premium for the Insured Person, except as the result of an inadvertent error; or
- (3) on the date the Insured Person ceases to be associated with the Policyholder in a capacity making such person eligible for insurance hereunder.

GENERAL PROVISIONS

Written notice of Injury on which claim may be based must be given to the Insurer within sixty (days) after the date of the accident causing such Injury. Such notice given by or on behalf of the Insured Person or beneficiary, as the case may be, shall be deliverable to Sports-Can Insurance Consultants Ltd., 103-8411-200th Street, Langley, BC V2Y 0E7 or to any authorized agent of Sports-Can Insurance Consultants Ltd. with particulars sufficient to identify the Insured Person, will be deemed to be notice to the Insurer. Failure to give notice within the time provided in this policy will not invalidate any claim, if it is shown not to have been reasonably possible to give such notice during such time and that notice was given as soon as was reasonably possible, but in no event later than one (1) year after the date of the accident.

The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within thirty (30) days after the receipt of such notice, the claimant will be deemed to have complied with the requirements of this policy as to proof of such loss upon

submitting, within the time fixed in this policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

Written proof of loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within such time will not invalidate nor reduce any claim, if it is shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event later than one (1) year after the date of the accident.

The Insurer will have the right and opportunity to examine the person of the Insured Person when and so often as it may reasonably require during the pendency of claim hereunder, and also the right and opportunity to perform an autopsy in case of death unless prohibited by law.

All indemnities payable under this policy will be paid immediately after receipt of due proof.

All moneys payable under this policy are payable in the lawful money of Canada.

This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance will void the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. No agent has authority to change this policy or to waive any of its provisions. No change in this policy will be valid unless duly approved by the Insurer and such approval be endorsed hereon or attached hereto.

All statements contained in any such application for insurance will be deemed representations and not warranties.

Legal action will not be taken to recover benefits under this policy until sixty (60) days after proof of loss has been submitted to the Insurer. The claimant will be limited to a one (1) year period (three (3) years in the province of Quebec) from the expiration of the time within which proof of loss is required by the policy during which legal action may be taken.

If any time limitation specified in this policy for giving notice of claim, or submitting proof of loss, or undertaking legal action is less than that permitted by law of the province in which the claimant is residing at the time of loss, then the time limitation will not be less than that provided for by provincial law.

The policy may be cancelled by the Policyholder by mailing to the Insurer written notice stating when thereafter such cancellation will be effective. This policy may be cancelled by the Insurer by mailing to the Policyholder at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice either by the Policyholder or by the Insurer will be equivalent to mailing.

Unless otherwise provided in the Schedule, if the Policy holder cancels, earned premiums will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premiums will be computed pro rata. Premium adjustment may be made at the time cancellation is effected, and if not then made, will be made as soon as practicable after cancellation becomes effective. The Insurer's cheque or the cheque of its representative mailed or delivered as aforesaid will be sufficient tender of any refund of premium due the Policyholder.

The Insurer will be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.



#103-8411-200TH STREET, LANGLEY, BC V2Y 0E7 TELEPHONE: (604)888-0050 FAX: (604)888-1008

WAR AND TERRORISM EXCLUSION ENDORSEMENT

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

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

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

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

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

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

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