

- (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. TENANTS' LEGAL LIABILITY

This insurance applies only when a Tenants' Legal Liability Limit is indicated in the Declarations Page.

1. Insuring Agreement.

The Insurer will pay those sums that the Insured becomes legally obligated to pay as 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 structures or portions thereof including fixtures permanently attached thereto rented to the Named Insured or occupied by the Named Insured. 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". The Insurer will have the right and duty to defend any "action" seeking those damages but:

- (a) The amount the Insurer will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE;
- (b) The Insurer may investigate and settle any claim or "action" at the Insurer's discretion; and
- (c) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B, 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 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) "Property damage" for the cost of making good:
 - (i) faulty or improper material;
 - (ii) faulty or improper workmanship;
 - (iii) faulty or improper design;provided, however, to the extent otherwise insured and not otherwise excluded under this policy, resultant "property damage" to the property is insured.

COMMON EXCLUSIONS – COVERAGES A, B, C AND D

This insurance does not apply to:

1. Pollution Liability

- (a) "Bodily injury" or "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, release or escape of pollutants:
 - (1) At or from any premises, site or location which is, or was at any time, owned, managed, rented to others or occupied by an Insured, or rented to an Insured;
 - (2) At or from any premises, site or location which is, or was at any time, used by or for an 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 an 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 an Insured or any contractors or sub-contractors working directly or indirectly on behalf of an Insured are performing operations:
 - (i) if the pollutants are brought on or to the premises, site or location in connection with such operations; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effect of 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.

Sub paragraphs (1) and (4) (i) 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.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

2. Medical Malpractice Injury

"Bodily injury" (other than Incidental Medical Malpractice Injury) or "property damage" or "personal and advertising injury" due to the rendering of or failure to render any medical service or treatment by any person, firm or corporation causing the Medical Malpractice Injury who is engaged in the business or occupation of providing any medical services or treatment.

Incidental Medical Malpractice Injury means "bodily injury" arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) first-aid or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
- (2) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliance in connection with (1) above;

by any Insured causing the Incidental Medical Malpractice Injury who is not engaged in the business or occupation of providing of the services described in (1) and (2) above.

3. Asbestos

"Bodily injury", "property damage", "personal and advertising injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or

expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.

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

4. Fungi or Spores

- (a) "Bodily injury", "property damage", "personal and 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 "spore(s)" 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 "spore(s)"; or
- (b) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or
- (c) Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

5. Terrorism

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal injury". "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

6. Professional Liability

"Bodily injury" (other than "Incidental Medical Malpractice Injury") or "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service which shall include but not be limited to

- (a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
- (b) any service or treatment conducive to health or of a professional nature;
- (c) any service including opinions or counselling;
- (d) the preparation or approval of maps, drawings, plans, opinions, reports, surveys, change orders, designs or specifications;
- (e) supervisory, inspection, architectural or engineering services;
- (f) accountant's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
- (g) any computer hardware or software servicing, programming or re-programming, data entry or data processing, consulting, advisory or related services; or
- (h) any services meant to address any Electronic date recognition issues.

7. Host Liquor License Liability

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising from or attributable to the service or presence of liquor or intoxicating beverages or intoxicating substances, including any liability resulting or arising directly or indirectly from liquor licensing laws, liquor control laws, or similar laws.

8. "Performer" Liability

This insurance shall not cover any liability arising from "bodily injury", "property damage", or "personal and advertising injury" to a "Performer" arising directly or indirectly during or from the "Insured Event"(s).

9. Athletic Participant Liability

This insurance shall not cover any liability arising from "bodily injury", "property damage", or "personal and advertising injury" to a participant while instructing, practicing, or partaking in any athletic contest, sporting competition, athletic performance or any activity that is athletic or sporting in nature arising directly or indirectly during or from the "Insured Event"(s).

10. Location(s)/Premises Limitation

This insurance does not apply to any "bodily injury", "property damage", or "personal and advertising injury" or medical expenses which occur away from or outside the location(s)/premises designated on the Declaration Page(s) for the "Insured Event"(s).

11. Liability in Jurisdictions other than Canada.

This insurance does not apply to any claims, actions, occurrences or legal proceedings:

- (a) within the United States of America or any territories which come within the jurisdiction of the United States of America;
- (b) to enforce a judgment obtained in any Court or Tribunal of United States of America or any territories which come within the jurisdiction of the United States of America;

12. Hazardous Activity Exclusion

This insurance does not apply to any "bodily injury", "property damage", or "personal and advertising injury" or medical expenses to a participant while engaged in activities such as:

- (a) those classified as extreme sports, such as BASE jumping, cliff jumping, BMX, Mountain Biking, kite surfing, paragliding, parkour, rock climbing, skateboarding, and surfing;
- (b) those classified as alpine sports, such as skiing, snowboarding, tubing, tobogganing, luge, bobsled, ski jumping, and freestyle including the use of ski lifts and tows;
- (c) other activities including or involving hot air balloon, sky diving, mountain slides, and water slides;
- (d) use or operation of any all terrain vehicles, vehicles intended for motorized sports competition, seadoos and related watersports boats, and motorcross bikes .

13. Sexual Abuse

Any claims which are caused by, arise out of or are resulting from any actual, threatened, or alleged "sexual abuse and/or molestation" committed or alleged to have been committed is hereby excluded absolutely from the policy.

"Sexual Abuse and/or molestation" mean s any or all of the following:

- sexual misconduct

- psychological, emotional or mental abuse of a sexual nature
- molestation
- sexual harassment

14. Firework

This insurance does not apply to any "bodily injury", "property damage", or "personal and advertising injury" or medical expenses resulting from fireworks or pyrotechnics.

15. Nuclear Energy Liability

- (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:
 - (1) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (2) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (3) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

- (a) The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- (b) 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 Canadian Nuclear Safety Commission, 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;
- (c) The term "nuclear facility" means:
 - (i) 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;
 - (ii) any equipment or device designed or used for
 - (1) separating the isotopes of plutonium, thorium and uranium or any one or more of them,
 - (2) processing or utilizing spent fuel, or
 - (3) handling, processing or packaging waste;
 - (iii) 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;
 - (iv) 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.
- (d) 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.

16. 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 AND D

The Insurer will pay, with respect to any claim or "action" the Insurer defends:

- (a) All expenses the Insurer incurs.
- (b) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds.
- (c) All reasonable expenses incurred by the Insured at the Insurer's request to assist the Insurer 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 the Named Insured is designated in the Declarations Page as:
 - (a) An individual, the Named Insured and the Named Insured's spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner and only in respect of the "Insured Event"(s).
 - (b) A partnership, limited liability partnership or joint venture, the Named Insured is an Insured. The Named Insured's members, the Named Insured's partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business and only in respect of the "Insured Event"(s).
 - (c) A limited liability company, the Named Insured is an Insured. The named Insured's members are also Insureds, but only with respect to the conduct of the Named Insured's business and only in respect of the "Insured Event"(s).
 - (d) An organization other than a partnership limited liability partnership, joint venture or limited liability company, the Named Insured is an Insured. The Named Insured's "executive officers" and directors are Insureds, but only with respect to their duties as the Named Insured's officers or directors. The Named Insured's stockholders are also Insureds, but only with respect to their liability as stockholders and only in respect of the "Insured Event"(s).
 - (e) A trust, the Named Insured is an Insured but only in respect of the "Insured Event"(s).
- 2. Each of the following is also an Insured but only in respect of the "Insured Event"(s):
 - (a) The Named Insured's "volunteer workers" only while performing duties related to the conduct of the Named Insured's business or the Named Insured's employees, other than the Named Insured's "executive officers" (if the Named Insured is an organization other than a partnership, limited

liability partnership, joint venture or limited liability company) or the named Insured's manager (if the Named insured is a limited liability company), but only for acts within the scope of their employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business but this insurance shall not apply to the liability of a "volunteer worker" or an "employee" of the Named Insured for:

- (1) (a) "Bodily injury" or "personal and advertising injury" to the Named Insured, to the Named Insured's members (if the Named Insured is a limited liability company) or to a co "employee" while in the course of his or her employment or performing duties related to the conduct of the Named Insured's business, or to the Named Insured's other "volunteer workers" while performing duties related to the conduct of the Named Insured's business; or
 - (b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above;
 - (d) Arising out of the Named Insureds' providing or failing to provide professional health care services; or
 - (e) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
 - (2) "Bodily injury" or "personal and advertising 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
 - (3) "Bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services; or
 - (4) "Property damage" to property owned, occupied or used by or rented or loaned to, in the care, custody or control of or over which physical control is being exercised for any purpose by that "employee", any of the Named Insured's other "employees", the Named Insured or "volunteer worker" or any of the Named Insured's partners or members (if the Named Insured is a partnership, limited liability partnership or joint venture) or any member (if the named Insured is a limited liability company).
 - (b) Any person (other than the Named Insured's "employee" or "volunteer worker"), or any organization while acting as the named Insured's real estate manager.
 - (c) Any person or organization having proper temporary custody of the Named Insured's property if the Named Insured dies, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until the Named Insured's legal representative has been appointed.
 - (d) The Named Insured's legal representative if the Named Insured dies, but only with respect to duties as such. That representative will have all the Named Insured's rights and duties under this policy.
3. Any organization the Named Insured newly acquires or forms, other than a partnership limited liability partnership or joint venture or limited liability company, and over which the Named Insured maintains 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 the Named Insured acquires or forms the organization or the end of the policy period, whichever is earlier;
 - (b) Coverages A and D do not apply to "bodily injury" or "property damage" that occurred before the Named Insured acquired or formed the organization; and
 - (c) Coverage B does not apply to "personal and advertising injury" arising out of an offence committed before the Named Insured acquired or formed the organization.
4. Notwithstanding any other provisions in this Policy, service providers, caterers, vendors, concessionaries or distributors at the "Insured Event"(s) are not Insureds under the Policy, unless specifically identified in the Declaration Page(s)

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance stated in the Declarations Page and the rules below fix the most the Insurer 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 the Insurer will pay under Coverage A for the sum of all damages arising out of the "products-completed operations hazard" in any one period of twelve months terminating on an anniversary of the inception date of the policy.
 3. Subject to 2 above, the Each Occurrence Limit is the most the Insurer will pay for the sum of:
 - (a) Damages under Coverage A; and
 - (b) Medical expenses under Coverage C;because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 4. (a) If a deductible amount is shown in the Declarations Page, then subject to 3 above, the Insurer's obligation under Coverage A to pay as damages because of "bodily injury" or "property damage" applies only to the amount of damages in excess of the deductible amount stated in the Declarations Page. The limits of insurance applicable to each "occurrence" for "bodily injury" and "property damage" liability will be reduced by the amount of such deductible. The Aggregate Limit for such coverages shall not be reduced by the application of such deductible amounts.
 - (b) The deductible amount applies to all damages because of "property damage" sustained by any one person or organization as the result of any one "occurrence".
 - (c) The deductible amount in the Declarations Page specifies a deductible on a "per claim" or "per occurrence" basis. In the event of a "per claim" deductible, if more than one claim arises out of the same "occurrence", then the deductible amount shall be applied to each claim separately. In the event of a "per occurrence" deductible, then the deductible amount shall be applied once to each "occurrence" regardless of the number of claimants involved.
 - (d) If a deductible amount is shown in the Declarations Page, then subject to 3 above, the Insurer's obligation under Coverage A to pay as damages because of "bodily injury" or "property damage" and as supplementary payments applies only to the amount of damages and supplementary payments in excess of the deductible amount stated in the Declarations Page. The limits of insurance applicable to each "occurrence" for "bodily injury" and "property damage" liability will be reduced by the amount of such deductible. The Aggregate Limit for such coverages shall not be reduced by the application of such deductible amounts.
 - (e) The Insured shall reimburse the Insurer up to the deductible amount shown in the Declarations Page with respect to all claims, legal fees and adjusting expenses combined in any one "occurrence," and the Insurer shall be liable only for loss, damage or expense in excess of that amount.
5. The Personal and Advertising Injury Limit is the most the Insurer will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

6. Subject to 3 above, the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
7. The Tenants' Legal Liability Limit is the most the Insurer will pay under Coverage D for damages because of "property damage" to any one premises.
 - (a) The Insurer's obligation under Coverage D, to pay as damages because of "property damage" applies only to the amount of damages in excess of the deductible amount stated in the Declarations Page. The limit of insurance applicable to any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
 - (b) The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence".
8. The terms of this insurance, including those with respect to:
 - (a) the Insurer's right and duty to defend any "action" seeking those damages; and
 - (b) the duties of an Insured in the event of an "occurrence", claim, or "action" apply irrespective of the application of the deductible amount.
9. The Insurer may pay any part or the entire deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

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 Page, 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 the Insurer of the Insurer's 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 Page may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.
 - (b) The Insurer may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) Fifteen (15) days before the effective date of cancellation if the Insurer cancels for non-payment of premium; or
 - (2) Thirty (30) days before the effective date of cancellation if the Insurer cancels for any other reason.Except in Quebec, if notice is mailed, cancellation takes effect fifteen (15) or thirty (30) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation.
In Quebec, the Insurer's notice of cancellation takes effect fifteen (15) days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for cancellation.
 - (c) The Insurer will mail or deliver the Insurer's notice to the first Named Insured's last mailing address known to the Insurer.
 - (d) The policy period will end on the effective date of cancellation.
 - (e) If this policy is cancelled, the Insurer will send the first Named Insured any premium refund due. If the Insurer cancels, 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 the Insurer has not made or offered a refund.
 - (f) If notice is mailed, proof of mailing will be sufficient proof of notice.
4. **Changes.**
This policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the Declarations Page is authorized to make changes in the terms of this policy with the Insurer's consent. The terms of this policy may be amended or waived only by endorsement issued by the Insurer and made a part of this policy.
5. **Duties in the Event of Occurrence, Claim or Action.**
 - (a) The Named Insured must ensure that the Insurer is notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - (1) How, when and where the "occurrence" took place; and
 - (2) The names and addresses of any injured persons and of witnesses.
 - (b) If a claim is made or "action" is brought against any Insured, the Named Insured must ensure that the Insurer receives prompt written notice of the claim or "action".
 - (c) The Named Insured and any other involved Insured must:
 - (1) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - (2) Authorize the Insurer to obtain records and other information;
 - (3) Cooperate with the Insurer in the investigation, settlement or defence of the claim or "action"; and
 - (4) Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
 - (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 the Insurer's consent.
6. **Examination of The Named Insured's Books and Records.**
The Insurer may examine and audit the Named Insured's books and records as they relate to this policy at any time during the policy period and up to three years afterward.
7. **Inspections and Surveys.**
The Insurer has the right but is not obligated to:
 - (a) Make inspections and surveys at any time;
 - (b) Give the Named Insured reports on the conditions the Insurer finds; and
 - (c) Recommend any changes.

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

- (1) Are safe or healthful; or

- (2) Comply with laws, regulations, codes or standards.

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

8. Legal Action Against the Insurer.

No person or organization has a right under this policy:

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

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but the Insurer will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant's legal representative. Every "action" or proceeding against the Insurer 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 law of Quebec every "action" or proceeding against the Insurer 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 the Insurer covers under Coverages A, B or D of this policy the Insurer's obligations are limited as follows:

(a) Primary Insurance

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

(b) Excess Insurance

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

- (1) That is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "the Named Insured's work" or for premises rented to the Named Insured; or
(2) If the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion (f) of Coverage A (Section 1).
(3) This insurance is excess over any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement to such other primary insurance.

When this insurance is excess, the Insurer 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, the Insurer will undertake to do so, but the Insurer will be entitled to all the Insured's rights against all those other Insurers.

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

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

(c) Method of Sharing

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

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

10. Premium Audit.

This clause is applicable only when Premium Audit Adjustment terms are shown in the Declarations Page.

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

11. Premiums.

The first Named Insured shown in the Declarations Page:

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

12. Representations.

By accepting this policy, the Named Insured agrees:

- (a) The statements in the Declarations Page are accurate and complete;
(b) Those statements are based upon representations the Named Insured made to the Insurer; and
(c) The Insurer has issued this policy in reliance upon the Named Insured's 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 The Insurer.

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

15. Transfer of The Named Insured's Rights and Duties Under this Policy.

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

SECTION V – DEFINITIONS

1. **"Action"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which the Named Insured must submit or submit with the Insurer's consent.
2. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about the Named Insured's goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - (a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - (b) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
3. **"Automobile"** means any self propelled land motor vehicle, trailer or semi trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.
4. **"Bodily Injury"** means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **"Coverage Territory"** means Canada (including its territories and possessions)
6. **"Damages"** means damages due or awarded in payment for Claim(s) but does not include fines, penalties, punitive or exemplary damages, except where required by law.
7. **"Employee"** includes a "leased worker" and a "temporary worker".
8. **"Executive Officer"** means a person holding any of the officer positions created by the Named Insured's charter, constitution, by-laws or any other similar governing document.
9. **"Food"** means any substance or product, whether processed, partially processed or unprocessed, intended to be, or reasonably expected to be ingested by humans. "Food" includes drink, chewing gum, and any substance, including water, intentionally incorporated into the food during its manufacture, preparation, or treatment.
10. **"Leased Worker"** means a person leased to the Named Insured by a labour leasing firm under an agreement between the Named Insured and the labour leasing firm, to perform duties related to the conduct of the Named Insured's business. "Leased worker" does not include a "temporary worker".
11. **"Impaired Property"** means tangible property, other than "the Named Insured's product" or "the Named Insured's work", that cannot be used or is less useful because:
 - (a) It incorporates "the Named Insured's product" or "the Named Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - (b) The Named Insured has failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - (i) The repair, replacement, adjustment or removal of "the Named Insured's product" or "the Named Insured's work"; or
 - (ii) The Named Insured's fulfilling the terms of the contract or agreement.
12. **"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 the Named Insured's business under which the Named Insured assumes the tort liability of another to pay 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.
13. **"Insured Event"** means an occasion or happening executed by or on behalf of the Named Insured, which is designated on the Declarations Page(s), that occurs at a given place during a given time frame.
14. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
15. **"Performer"** means any individual speaker, comedian, player, dancer, entertainer, musician, recitalist, or actor appearing at the "Insured Event"(s), or any company or organisation of which he or she is an employee, agent or representative. Also including any individual practicing or performing for the purposes of film and video production.
16. **"Personal and Advertising Injury"** means injury, including consequential "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, eviction or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies committed by or on behalf of its owner, landlord or lessor;
 - (d) Electronic, 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) Electronic, oral or written publication of material that violates a person's right of privacy.
- (f) The use of another's advertising idea in the "Named Insured's" "advertisement"; or
- (g) Infringing upon another's copyright, trade dress or slogan in the "Named Insured's" "advertisement".

17. **"Products-Completed Operations Hazard"** includes all "bodily injury" and "property damage" occurring away from premises the Named Insured owns or rents and arising out of "the Named Insured's product" or "the Named Insured's work" except:

- (a) Products that are still in the Named Insured's physical possession; or
- (b) Work that has not yet been completed or abandoned.

"The Named Insured's work" will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in the Named Insured's contract has been completed.
- (2) When all of the work to be done at the site has been completed if the Named Insured's contract calls for work at more than one site.
- (3) When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

18. **"Property Damage"** means:

- (a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

As used in this definition, "electronic data" means information, facts or programs stored as or on, created or used on or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. **"Temporary Worker"** means a person who is furnished to the Named Insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. **"The Named Insured's Product"** means:

- (a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) The Named Insured;
 - (2) Others trading under the Named Insured's name; or
 - (3) A person or organization whose business or assets the Named Insured has acquired; and
- (b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"The Named Insured's 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.

"The Named Insured's product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. **"The Named Insured's Work"** means:

- (a) Work or operations performed by the Named Insured or on the Named Insured's behalf; and
- (b) Materials, parts or equipment furnished in connection with such work or operations.

"The Named Insured's 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) or (b) above.

22. **"Volunteer Worker"** means a person who is not the Named Insured's "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by the Named Insured, and is not paid a fee, salary or other compensation by the Named Insured or anyone else for their work performed for the Named Insured.

Form #PRIV-1 (Rev. March 6, 2019)
Standard Schedule of Policyholder Notices

The following are notices which apply to the attached policy:

- Notice Concerning Personal Information – LSW1543C
- Lloyds Policyholders' Complaint Protocol – LSW1542F
- Lloyd's Underwriters Code of Consumer Rights & Responsibilities – LSW1565C

Notice Concerning Personal Information – LSW1543C – 10/15

How we use your information

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

Information is collected and stored for the following purposes:

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

What personal information we collect about you

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

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

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

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

Who we disclose your information to

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

Disclosure without consent

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

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

How to access your information and/or contact us

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

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

Lloyd's Underwriters' Policyholders' Complaint Protocol – LSW1542F – 09/14

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:
1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6
Tel: 1-877-455-6937 - Fax: (514) 861-0470 E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO) assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446
www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337
Québec: (418) 525-0337
Montréal: (514) 395-0311
www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC): provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9
Services in English: 1-866-461-FCAC (3222)
Services in French: 1-866-461-ACFC (2232)
www.fcac-acfc.gc.ca

Lloyd's Underwriters Code of Consumer Rights & Responsibilities – LSW 1565C – 10/12

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

Right to Be Informed

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

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

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

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

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

Responsibility to Resolve Disputes

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

Right to Professional Service



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

Right to Privacy

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

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED.



Form #LSW1001 (Rev. December 12, 2007)
Several Liabilities Clause – LSW1001

The subscribing insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.



Form #LMA3100 (Rev. September 15, 2010)
Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



Form #NMA0464 (Rev. January 1, 1938)
War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED.

Form #NMA1978A (Rev. January 4, 1996)
Nuclear Incident Exclusion Clause – Liability – Direct (Broad) - Canada

It is agreed that this Policy does not apply:

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

As used in this policy:

- 1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- 2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- 3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium 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.
- 5. With respect to property, loss of use of such property shall be deemed to be property damage.

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

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED.

Form #MRPREM-SE (Rev. Sept 30 2014)
Minimum Retained Premium Endorsement

This form attaches to and forms part of the Commercial General Liability – Occurrence Basis - Form # GLEVENT (Rev Aug 15, 2011)

It is hereby understood and agreed as follows:

Section IV – CGL CONDITIONS

3. Cancellation Clause is deleted and replaced with the following:

Cancellation.

- (a) The first Named Insured shown in the Declarations Page may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.
- (b) The Insurer may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) Fifteen (15) days before the effective date of cancellation if the Insurer cancels for non-payment of premium; or
 - (2) Thirty (30) days before the effective date of cancellation if the Insurer cancels for any other reason.
Except in Quebec, if notice is mailed, cancellation takes effect fifteen (15) or thirty (30) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation.
In Quebec, the Insurer's notice of cancellation takes effect fifteen (15) days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for cancellation.
- (c) The Insurer will mail or deliver the Insurer's notice to the first Named Insured's last mailing address known to the Insurer.
- (d) The policy period will end on the effective date of cancellation.
- (e) If this policy is cancelled by Insurer/Insured, prior to inception date of the Policy, the Insurer will send the first Named Insured any premium refund due. If this policy is cancelled by Insured, once the Policy of Insurance Period, as indicated on the Declarations Page, has commenced and or comes into effect. Minimum earned and retained premium by Insurer is 100% of Total Policy Premium and Policy Fee
- (f) If notice is mailed, proof of mailing will be sufficient proof of notice.

Nothing herein contained shall vary, alter or extend any provision or condition of this Policy other than as above stated.

Form #FBIX (Rev. July 13, 2011)
“Food” Borne Illness Exclusion Endorsement

It is hereby agreed and understood that this endorsement applies to and form part of the attached Policy Form # GLEVENT.

This insurance does not apply to:

1. Any liability of the Insured for “bodily injury” or “property damage” or “personal and advertising injury” arising out of an actual, alleged, or threatened food borne illness, including accidental or intentional contamination.
2. Any loss, cost or expense arising out of any request demand or order that any Insured test, clean-up, monitor or in any way respond to the effect of actual, alleged or threatened food borne illness; or
3. Any claim or “action” by a governmental authority for damages, fires, expenses, cost and reimbursement for testing monitoring, treating or in any way responding to an actual, alleged or threatened food borne illness;

in relation to “food” which was at any time served, prepared, handled, stored, transported, treated, or disposed of by or for any Insured.

It is hereby agreed that Exclusion 2(i) of Section 1 – Coverages - Coverage A. Bodily Injury and Property Damage Liability is REPLACED with the following:

- (i) **“Property damage” or “bodily injury” or “personal and advertising injury”** arising out of:
 - (1) the “products – completed operations hazard”;
 - (2) any defect, deficiency, inadequacy or dangerous condition in the “Named Insured’s product”, or
 - (3) any product manufactured, sold, handled, distributed or disposed of at the “Insured Event”(s).



Form #HLLEX (Rev. April 12, 2012)
Host Liquor License Extension Endorsement

It is hereby agreed and understood that this endorsement applies to and form part of the attached Policy Form # GLEVENT.

1. Notwithstanding Exclusion 7 "Host Liquor License Liability" of the COMMON EXCLUSIONS- COVERAGES A, B, C, AND D section, the coverage provided by this Policy is extended to include liability for "damages" imposed on the Named Insured by any liquor licensing law, liquor control law, or similar law for "bodily injury", "property damage" or "personal and advertising injury" resulting from the sale or provision of alcoholic liquor to any person by the Insured at the "Insured Event".
2. It is a condition of this coverage that the Insured was duly licensed to sell or provide alcoholic liquors at the location premises designated in the "Declaration Page(s)" during the "Insured Event"



Form #AINC (Rev. February 2, 2012)
Additional Insured and Notice of Cancellation Endorsement

1. It is understood and agreed that the following entities listed below are added to this Policy as an Additional Insured, but only with respect to the operations of the Named Insured.

With respect to the coverage provided to the Additional Insured, the limit liability under this endorsement will not exceed \$5,000,000 per Occurrence and \$5,000,000 Products and Completed Operations Hazard. Such insurance as is afforded by this endorsement does not insure liability arising out of the operations of the Additional Insured or its employees.

Legal Entity & Address: CORRECTIONAL SERVICE CANADA

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.



Form #AINC (Rev. February 2, 2012)
Additional Insured and Notice of Cancellation Endorsement

1. It is understood and agreed that the following entities listed below are added to this Policy as an Additional Insured, but only with respect to the operations of the Named Insured.

With respect to the coverage provided to the Additional Insured, the limit liability under this endorsement will not exceed \$5,000,000 per Occurrence and \$5,000,000 Products and Completed Operations Hazard. Such insurance as is afforded by this endorsement does not insure liability arising out of the operations of the Additional Insured or its employees.

Legal Entity & Address: THE CITY OF KINGSTON

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

Form #SPF6-L (Rev. Dec. 19, 2007)
Standard Non-Owned Automobile Policy (S.P.F. 6)
Amended with limitation on Territory – Canada only

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

SECTION A – THIRD PARTY LIABILITY

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

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

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

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

*Not applicable in the Province of Ontario.

ADDITIONAL AGREEMENTS OF INSURER

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

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

AGREEMENTS OF INSURED

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

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

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSURED

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

2. TERRITORY

This policy applies only to the use or operation of automobiles within Canada.

3. HIRED AUTOMOBILES DEFINED

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

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

4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

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

5. TWO OR MORE AUTOMOBILES

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

6. PREMIUM ADJUSTMENT

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

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

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

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

7. LIMITS OF LIABILITY

Non-Owned Automobile

Each accident: The Limit of Liability stated in the Declarations for Non-Owned Automobiles as applicable to "each accident" is limit of the Insurer's liability (exclusive of interest and costs) for loss or damage resulting from Bodily Injury to or the Death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.

STATUTORY CONDITIONS

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

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

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

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

1. MATERIAL CHANGE IN RISK

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

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

2. (1) PROHIBITED USE BY INSURED

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

(2) PROHIBITED USE BY OTHERS

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 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 license 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.

3. REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY

- (1) The Insured shall:
 - (a) promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;
 - (b) verify by statutory declaration, if required by the Insured, 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 Insurer 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 Insurer shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

4. REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE

- (1) Where loss of or damage to the automobile occurs, the Insurer shall, if the loss or damage is covered by this contract,
- (a) Promptly give notice thereof in writing to the Insurer with the fullest information obtainable at the time;
 - (b) at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and
 - (c) Deliver to the Insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any 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 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 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 thereof is made in writing and until after proof of loss has been delivered.

5. INSPECTION OF AUTOMOBILE

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

6. (1) Time and Manner of Payment of Insurance Money

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.

(2) When action may be brought

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.

(3) Limitation of Actions

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) reads as follows:

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

7. WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

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

8. TERMINATION

- (1) This contract may be terminated,
 - (a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - (b) by the Insured at any time on request.
- (2) Where this contract is terminated by the Insurer,
 - (a) the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but in no event shall the 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 Insured, the Insured shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (a) of sub-condition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

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

9. NOTICE

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

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

**Pages 25 to / à 50
are duplicates
sont des duplicatas**