LLOYD'S

COMMERCIAL GENERAL LIABILITY INSURANCE
Effected with certain Lloyd's Underwriters (50%) and Trisura Guarantee Insurance Company (50%) (hereinafter called the "Insurer") through Lloyd's Approved Coverholder ("the Coverholder")
Acera Insurance Services Ltd.
800 – 1331 Macleod Trail SE, Calgary, Alberta T2G 0K3

POLICY DECLARATIONS

POLICY NO: PACBA240549- 03024
REPLACING POLICY NO: L230615
UNIQUE MARKET REFERENCE: B1525PACBA240549

INSURED: The Alpine Club of Canada (ACC), Alpine Club of Canada (Calgary), Alpine Club of Canada Columbia Mountains Section, The Alpine Club of Canada (Toronto), Club Alpin Du Canada (Outaouais), Alpine Club of Canada (Whistler), Alpine Club of Canada (Yukon), Girls on Ice Canada Society &/Or their Subsidiary, Associated, Affiliated and Controlled Companies &/Or Any Company Newly Created or Acquired By The Named Insured Including Joint Ventures For Which They Have Contractually Agreed To Provide Insurance &/Or Companies In Which They Have Insurable Interest All As Now Exists Or May Hereafter Be Constituted Or Acquired.

NOTIFICATION ADDRESS: 201 Indian Flats Road, Canmore, Alberta, T1W 2T8

PERIOD: Effective from: October 31, 2024
Effective to: October 31, 2025
(Both dates as of 12:01 a.m. Standard Time at the Notification Address shown above)

INTEREST: To indemnify the Insured for their legal liability arising out of or in connection with their business activity

LIMITS:

CAD	10,000,000	Insuring Agreement III
CAD	10,000,000	aggregate during the Period of Insurance separately in respect to Products Liability/Completed Operations Liability combined and in respect to Employee Benefits Errors and Omissions Liability – Insuring Agreement III
CAD	10,000,000	any one accident (exclusive of interests and costs) – Non-Owned Automobile Coverage; Endorsement 1
CAD	10,000,000	any one accident (exclusive of interests and costs) - Fire Fighting Expense Liability – Insuring Agreement III
CAD	2,000,000	aggregate during the Period of Insurance separately in respect to Sudden & Accidental Pollution – Insuring Agreement III
CAD	100,000	any one accident (exclusive of interests and costs) – Legal Liability for Damage to Hired Automobiles; Endorsement 2
CAD	100,000	any one claim, CAD 250,000 in the annual aggregate – Medical Payments Insurance; Endorsement 3

DEDUCTIBLE:	CAD	15,000	each and every occurrence including costs and expenses, except as shown below:
	(a) CAD	0	each and every occurrence including costs and expenses with respect to S.P.F. No 6 Non-Owned Automobile Liability coverage (as per Endorsement 1)
	(b) CAD	500	each and every occurrence including costs and expenses with respect to S.E.F. No. 94 Legal Liability for Damage to Hired Automobiles (as per Endorsement 2);
	(c) CAD	250	each and every occurrence including costs and expenses with respect to Tenant's Legal Liability (Coverage E);
	(d) CAD	1,000	each and every occurrence including costs and expenses with respect to Medical Payments Insurance (As per Endorsement 3)

SITUATION/ TERRITORIAL LIMITS: Worldwide, but in respect of trips to the United States of America, no coverage is granted hereunder for United States of America nationals, except for those with dual citizenship that reside permanently in Canada and coverage is only granted for trips sanctioned by The Alpine Club of Canada.

CONDITIONS: As per KG2024 Wording including but not limited to the following:

Endorsement 1	S.P.F. 6 Non-Owned Automobile Liability
Endorsement 2	S.E.F. 94 Legal Liability for Damage to Hired Automobiles
Endorsement 3	Medical Payments Insurance
Endorsement 4	S.E.F. 99 Excluding Long Term Leased Vehicle Endorsement
Endorsement 5	Government or Local Authority Endorsement
Endorsement 6	Certificate Holders Endorsement
Endorsement 7	Contracted Personnel Endorsement
Endorsement 8	Helicopter Landing Liability
Endorsement 9	Helicopter/Aircraft Refuelling Liability
Endorsement 10	Snowmobiles, Snowcats and All Terrain Vehicles Operations Liability
Endorsement 11	Premium Payment Clause LSW3000
Endorsement 12	Amended Pollution Liability Exclusion
Endorsement 13	Follow Form Automobile Liability
Endorsement 14	Quebec Events Coverage Extension
Endorsement 15	Prospective Members Orientation Coverage Extension Endorsement
Endorsement 16	Territory Amendment Endorsement
Endorsement 17	Rights of Recourse Warranty
Endorsement 18	United States of America Conditions Clause
Endorsement 19	Professional Indemnity Exclusion (Deleted)

Notices:

LSW757	Minimum Earned Premium Clause - Twenty Five Percent (25%)
LSW1001	Several Liability Clause
LSW1542F	Lloyd's Underwriters Policyholders Complaint Protocol
LSW1543E	Notice Concerning Personal Information
LSW1565C	Code of Consumer Rights and Responsibilities
LSW1814A	Alberta Statutory Conditions (if applicable)
LSW1815	British Columbia Statutory Conditions (if applicable)
LSW1851	Manitoba Statutory Conditions (if applicable)
LSW1861	Saskatchewan Statutory Conditions (if applicable)
LSW1192A	Yukon Statutory Conditions (if applicable)
LMA3200	Sanction Limitation Clause
LMA3333	(Re)Insurers Several Liability Clause
LMA5028B	Service of Suit Clause (Canada)
LMA5062	Fraudulent Claims Clause
LMA5180	Intention for AIF to Bind Clause
LMA5185	Made In Canada Clause
LMA5396	Communicable Disease Exclusion
LMA5528A	Cyber & Data Exclusion
NMA0464	War and Civil War Exclusion Clause

NMA1975A	Nuclear Energy Risks Exclusion Clause (Reinsurance) (1994). (Worldwide Excluding U.S.A. and Canada)

All other terms and conditions as per wording.

SUBJECTIVITIES: Terms are subject to Kim Jones of Tyndall Point Law completing the review and update of all waivers and waiver administration guidelines no later than November 30, 2024.

CONDITIONS PRECEDENT: None, other than as may be included in the policy wording.

EXCLUSIONS: Excluding liability arising out of United States domiciled entities or premises, but covering activities in the United States
Excluding ice climbing wall in Edmonton, AB
None, other than as may be included in the policy wording

WARRANTIES: Premises Liability Insurance Policy is in effect for the Keene Farm.
Rights of Recourse Warranty

CHOICE OF LAW AND JURISDICTION: This Policy will be subject to the Law and Jurisdiction of Alberta, Canada.

PREMIUM: CAD [redacted]
CAD [redacted]

PREMIUM PAYMENT TERMS:	Sixty (60) Day Payment Condition – LSW3000 Premium Payment Clause
TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURER(S):	None
TAXES PAYABLE BY INSURERS AND ADMINISTERED BY INSURED, OR THEIR AGENT:	None
RECORDING, TRANSMITTING & STORING INFORMATION:	Where Acera Insurance Services Ltd. maintains risk and claim data/information/ documents Acera Insurance Services Ltd. may hold data/information/documents electronically.
INSURER CONTRACT DOCUMENTATION:	This document details the contract terms entered into by the insurer(s) and constitutes the contract document. Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.
NOTICE OF CANCELLATION:	Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions of the contract, then: To the extent provided by the contract, the Slip Leader is authorized to issue such notice on behalf of all participating (re)insurers; and (optionally). Any (re)insurer may issue such notice in respect of its own participation. The content and format of any such notice should be in accordance with the 'Notice of Cancellation' standard, as published by the London Market Group (LMG), or their successor body, on behalf of London Market Associations and participants. However, failure to comply with this standard will not affect the validity of the notice given. By an email to Angela MacKenzie at angela.mackenzie@acera.ca. Failure to comply with this delivery requirement will make the notice null and void. Satisfactory delivery of the notice will cause it to be effective irrespective of whether the broker has acknowledged receipt.

INFORMATION: The following information was provided to Insurer(s) to support the assessment of the risk at the time of underwriting.

Client submission dated October 24, 2024, prepared by Kaerus Group Risk Solutions Inc. seen and noted by Underwriters.

Business Description, and as more fully described in the Client submission: August 8, 2024

Overview
The Alpine Club of Canada (ACC) is not-for-profit member-based association with the national office located in Canmore, Alberta. ACC has been a focal point for Canadian mountaineering and outdoor adventure since its founding in 1906. There are approximately 15,000 members. They are also a registered charity.

Activities include outdoor programming, organized trips, camps, AST 1 and AST 2 avalanche courses, education seminars, workshops, ice climbing training and competition, sport ice climbing, backpacking, hiking/scrambling, alpine climbing, mountaineering & ski mountaineering, indoor gym climbing, rock climbing, top rope rock climbing & rappelling, ski touring & backcountry skiing, nordic skiing, wildlife viewing, social events including barbecues, film festivals, slide shows, fundraisers, apparel sales, festivals, Wilderness First Aid Training, outdoor skills and leadership development, and formal dinners.

Members may use bicycles, mountain bikes, snowmobiles, canoes, kayaks, stand up paddle boards to access routes.

The Alpine Club of Canada hires various Association of Canadian Mountain Guides (ACMG) guides.

Facilities
The ACC operates and maintains a network of alpine huts that are available to both members and non-members, located primarily within the Canadian Rockies. The huts provide rustic accommodation, and a few have staff during summer months. Many of the huts are accessible only by experienced mountaineers while others are more accessible to hikers and outdoor enthusiasts. The huts provide member accommodation within the backcountry and no services are provided to those staying in the huts – guests must be completely self-sufficient.

https://www.alpineclubofcanada.ca/huts/

The ACC Clubhouse is located within Canmore, AB. It houses the Club administrative offices as well as member accommodations and meeting space. The Clubhouse facilities, affiliated with Hosteling International, are located 4.5 kilometers northeast of downtown Canmore. From the property members are able to access hiking, biking trails, climbing routes and a number of other outdoor activities. Both members and Non-members can book accommodation.

The main building (The Clubhouse) is furnished with a kitchen, large living room, meeting room, TV/Game room, laundry, WiFi, two decks and a BBQ. The Bell Cabin is a smaller version of the Clubhouse. The Boswell has private rooms. The Clubhouse is located within the Municipality of Canmore, AB.

As mentioned earlier, other locations are located mostly within BC with a few in other locations across Canada. A full list of locations can be provided if required. Most are no-host cabins provided for use by members primarily but also booked by non-members if space is available.

Shadow Lake Lodge

Shadow Lake Lodge is a high end backcountry lodge that is fully staffed (cooks, service staff and lodge manager). Guests ski, bike or hike up to the lodge on an old forestry road and stay in cabins. Meals are either provided or guests arrange for their own meals.
https://www.shadowlakelodge.com/

Programs

In addition to accommodation, ACC provides a range of outdoor programming including organized trips, camps, education seminars and workshops. ACC has a close working relationship with Association of Canadian Mountain Guides (ACMG). ACMG is an internationally recognized training and certification organization whose members work within the outdoor adventure industry.
https://www.alpineclubofcanada.ca/adventures/

Athletics

The ACC is the federal body for Ice Climbing in Canada. We have a competition ice climbing team and a committee that runs the program. Athletes sometimes compete internationally but generally stay in North America.

Travel Insurance

ACC has a license to provide travel medical insurance to members. They have a standalone E&O policy in place for this activity.
https://www.alpineclubofcanada.ca/travel-insurance/

Management

All programming is delivered by trained and qualified leaders or instructors. All members are required to sign a waiver annually at inception of the membership or on renewal. All program participants also are required to sign the ACC waiver, both members and non-members.

Local Sections

The ACC also has 25 local sections across Canada. The sections put on their own trips, courses and social events. Events where alcohol is served are done on average once a year by a third of our sections, so about 8 events total per year.

For the local section trips they are led by volunteers who we call trip leaders. These trip leaders enter the section first by participating on section trips. If they show technical as well as social/leadership skills then they can be approached by members of the local section executive and asked if they want to lead a future trip. Often this starts with co leading a trip with an experienced trip leader. Some people start as beginners but through taking courses and mentorship from the section, they learn the skills needed to eventually lead trips of their own. To provide guidance for this process the ACC has developed Trip Leader Handbooks which show/teach the skills and knowledge required to lead trips. The experience and role of trip leader is clearly communicated to members before they join the trip. All trip leaders are vetted by their local section executive.

The sections also have gear libraries where they lend out equipment to their members. There are strict guidelines around this including storing the gear in a cool dry place, logs for when the gear was used, retiring the gear as per manufacturer guidelines no matter how often it was used and regular gear checks before lending the gear out and after the gear is used.

Partner Programs

The ACC support two partner programs: Mountain Muskox Mentorship and Girls* on Ice Canada.

Mountain Muskox is an incorporated entity that runs circle sessions to help those who have experienced trauma in the mountains. We help them with their financials and advertising and support where needed. They have their own insurance and are not on ours.
Website: https://www.mountainmuskox.com/

Girls* on Ice Canada are also an incorporated entity that works very similar to our local sections. They operate under the guidelines of Inspiring Girls Expeditions and the operations of the ACC.

They operate under ACC policies, insurance, waivers and permits to put on an expedition for young girls* that is tuition-free.
Website: https://www.inspiringgirls.org/goi-canada

Annual Events

Each year the ACC hosts an annual dinner event called the Summit Shaker. This event is held at a venue in Canmore or Banff and hosts around 300 people. There are trade show style games, dancing, silent auction of art, gear and trips which are donated to the event to raise money, dinner and presentations.

Waivers not to apply in respect of activities in Quebec.

Website: www.alpineclubofcanada.ca

[redacted]

[redacted]	
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]

[redacted]					
[redacted]	[redacted]	[redacted]			
[redacted]	[redacted]	[redacted]			

Outdoor Adventure Liability Insurance Questionnaire Dated: August 8, 2024

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

SIGNING PROVISIONS: In the event that the written lines hereon exceed One Hundred Percent (100%) of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to One Hundred Percent (100%) of the order without further agreement of any of the insurers.

However:

(a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

(b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

NOTICE CONCERNING PERSONAL INFORMATION:

Introduction

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares, and retains the personal information you provide and informs you about your choices regarding use, access, and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

Consent to Collection

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their 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.

How We Collect Information

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

What Personal Information We Process About Your and How it is Used

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

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

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim 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 Privacy - Lloyd's (lloyds.com).

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 our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom, and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction.

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organizations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

Use or Disclosure Without Consent or Further Notification

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- Interest of the individual: When it is clearly used for your benefit.
- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

Retention

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

Your Rights

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

The Right to Access

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

The Right to Rectification

If you believe the personal information, we hold about you is inaccurate or incomplete, you can request for it to be rectified.

The Right to be Forgotten

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

The Right to Data Portability

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

The Right to Withdraw Consent

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

How to Access Your Information and/or Contact Us

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contract:

Lloyd's Underwriters
Attention: Nicole Seymour, Privacy Officer
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,
P.O. Box 51 Toronto, Ontario M5J 2J2
Tel: 1-416-360-1512
Email: LloydsCanada@lloyds.com

08/23
LSW1543E

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the undersigned by certain Lloyd's Underwriters (50%) and Trisura Guarantee Insurance Company (50%), whose names and proportions underwritten by them can be ascertained by reference to Contract No. B1525PACBA240549 which bears the seal of Lloyd's Policy Signing Office and has been certified by the Attorney In Fact in Canada for Lloyd's Underwriters and may be seen at the office of the undersigned. The Underwriters identified in the said contract shall be liable hereunder each for his own part and not one for another in proportion to the several sums by each of them subscribed to the said contract.

In any action to enforce the obligations of the Underwriters liable hereunder they can be designated or named as "Lloyd's Underwriters'' and such designation shall be binding on the Underwriters liable hereunder as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

NOTICE

Any notice to the Insurer may be validly given to the undersigned. **In witness whereof** this policy has been signed as authorized by the Insurer, by Acera Insurance Services Ltd.

Per

Elaine Lee

Nancy Lehtiniemi

Authorized Coverholder's Representatives

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder Angela MacKenzie at angela.mackenzie@acera.ca whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder Angela MacKenzie at angela.mackenzie@acera.ca.

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

FOR THE PURPOSES OF THE INSURANCE COMPANIES ACT (CANADA) THIS DOCUMENT WAS ISSUED IN THE COURSE OF LLOYD'S INSURANCE BUSINESS IN CANADA.

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:
Lloyd's Underwriters
Attention: Complaints Officer:
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O, Box 51, Toronto, Ontario M5J 2J2.
Tel: 1-877-455-6937
E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two (2) 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 Ombud Service (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

10/20
LSW1542F

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

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

Right to Be Informed

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

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

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

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

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

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law.

You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

10/12
LSW1565C

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

MADE IN CANADA CLAUSE

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

The business insured/reinsured herein meets the necessary conditions to qualify as, and is being transacted as, "insuring in Canada a risk" in accordance with Part XIII of the Insurance Companies Act (Canada).

LMA5185
01 November 2011

INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

(a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;

(b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;

(c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180
01 November 2011

FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claims hereunder shall be forfeited.

LMA5062
4 September 2006

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 nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA0464
01/01/1938

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (REINSURANCE) (1994).

(WORLDWIDE EXCLUDING U.S.A. & CANADA)

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/or third-party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:

(I) All **Property** on the site of a nuclear power station.
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

(II) All **Property**, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:

(a) The generation of nuclear energy; or

(b) The **Production, Use or Storage of Nuclear Material**.

(III) Any other **Property** eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

(IV) The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by **Nuclear Material**.

Except as undernoted, Nuclear Energy Risks shall not include:

(i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of **Property** as described in (I) to (III) above (including contractors' plant and equipment);

(ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above;

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by **Nuclear Material**.

However, the above exemption shall not extend to:

(1) The provision of any insurance or reinsurance whatsoever in respect of:

(a) **Nuclear Material**;

(b) Any **Property** in the **High Radioactivity Zone or Area** of any **Nuclear Installation** as from the introduction of **Nuclear Material** or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

(2) The provision of any insurance or reinsurance for the undernoted perils:

- Fire, lightning, explosion;
- Earthquake;
- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other **Property** not specified in (1) above which directly involves the **Production, Use or Storage of Nuclear Material** as from the introduction of **Nuclear Material** into such **Property**.

DEFINITIONS

"**Nuclear Material**" means:

(i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a **Nuclear Reactor**, either alone or in combination with some other material; and

(ii) **Radioactive Products or Waste**.

"**Radioactive Products or Waste**" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"**Nuclear Installation**" means:

(i) Any **Nuclear Reactor**;

(ii) Any factory using nuclear fuel for the production of **Nuclear Material**, or any factory for the processing of **Nuclear Material**, including any factory for the reprocessing of irradiated nuclear fuel; and

(iii) Any facility where **Nuclear Material** is stored, other than storage incidental to the carriage of such material.

"**Nuclear Reactor**" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"**Production, Use or Storage of Nuclear Material**" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling, and disposal of **Nuclear Material**.

"**Property**" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"**High Radioactivity Zone or Area**" means:

(i) For nuclear power stations and **Nuclear Reactors**, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods, and the irradiated fuel store; and

(ii) For non-reactor **Nuclear Installations**, any area where the level of radioactivity requires the provision of a biological shield.

NMA1975a
10/03/1994

FORM – KG2024 WORDING

INSURING AGREEMENTS

I. COVERAGE

The Insurer hereby agree to pay on behalf of the Insured all sums which the Insured shall become obligated to pay as compensation (including claimants' costs, fees and expenses) because of the liability imposed upon the Insured by law, or by the Insured under contract or agreement in accordance with the law of any country, because of;

A. Personal Injury Liability;

B. Property Damage Liability;

C. Fire Fighting Expense Liability;

D. Third Party First Aid Liability;

E. Tenants Legal Liability;

F. Employers' Liability;

G. Employee Benefits Errors and Omissions Liability;

H. Advertising Liability;

and as defined elsewhere in this policy caused by an occurrence as defined herein and arising out of, incidental to, or in connection with the Insured's operations, anywhere in Canada during the period of Insurance. It being understood and agreed that in respect of United States of America Jurisdiction the additional conditions/exclusions contained in the United States of America Jurisdiction clause shall apply.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

As respects insurance afforded by this policy, the Insurer shall:

(a) Defend in the name and on behalf of the Insured and at the cost of the Insurer any civil action which may at any time be brought against the Insured even if any of the allegations of the suit are groundless, false or fraudulent but the Insurer shall have the right to make such investigation, negotiation and settlement of any claim as may be deemed expedient by the Insurer.

(b) Pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy and all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds.

(c) Pay all costs taxed against the Insured in any civil action defended by the Insurer including any interest accruing before or after entry of judgement upon that part of the judgement which is within the limits of the Insurer's liability.

(d) Pay expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence.

(e) Pay reasonable expenses incurred by the Insured at the Insurer's request in assisting the Insurer in the investigation or defense of any claim or suit.

The Insurer agree to pay the amounts incurred as described above, except settlement of claims or suits, in addition to the limit of liability specified in the Policy Declarations and such defense and supplementary payments shall not be included in the limit of liability, as set forth below.

III. LIMIT OF LIABILITY

The Insurer's liability hereunder shall not exceed the Limit of Liability stated in the Policy Declarations any one occurrence.

It is agreed that the limit of liability stated above applies collectively to the following:

Coverage A - Personal Injury Liability;

Coverage B - Property Damage Liability;

Coverage C - Fire Fighting Expense Liability;

Coverage D - Third Party First Aid Liability;

Coverage E - Tenants' Legal Liability;

Coverage F - Employers' Liability;

Coverage G - Employee Benefits Errors and Omissions Liability;

Coverage H - Advertising Liability;

and said limits shall not apply separately to each coverage.

It is further agreed that a sub-limit of CAD 2,000,000 any one occurrence shall apply in respect of Coverage C, unless stated otherwise in the Policy Declarations.

The Insurer's liability hereunder shall not exceed the Limit of Liability stated in the Policy Declarations any one occurrence.

It is further understood and agreed that Insurer's limit of liability shall not exceed the Limit of Liability stated in the Policy Declarations in the aggregate during the Period of insurance separately in respect of Products Liability/Completed Operations Liability combined and in respect of Employee Benefits Errors and Omissions Liability.

IV. DEDUCTIBLE

The Insurer shall not be liable for the first amount stated in the Policy Declarations for each and every occurrence, or as may be specifically agreed by Insurer.

It is agreed that:

(a) the Insurer's obligation under this policy to pay compensation and/or claimants' costs, fees and expenses on behalf of the Insured applies only to the amount of compensation and/or claimants' costs, fees and expenses in excess of the deductible amount stated above;

(b) the deductible amount applies to all compensation and/or claimants' costs, fees and expenses and all other expenses except the Insurer's internal expenses, as the result of any one occurrence;

(c) the terms of this policy apply irrespective of the application of the deductible amount;

(d) the Insurer may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

V. DEFINITIONS

1. INSURED

It is understood and agreed that the unqualified word "Insured" wherever used in this Policy includes not only the Insured as identified in the Policy Declarations but also:

(a) any Partner, Executive Officer, Director, Stockholder or Employee while acting on behalf of the Insured, any Employee authorized to act in the administration of the Insured's Benefits Programs;

(b) any Person, Partnership, Firm, Corporation or Government entity in whose name the Insured has by agreement contracted to effect insurance provided that coverages of such Additional Insureds is restricted to apply solely to liability arising out of the Insured's obligations under such agreement;

(c) any of the Insured's social and recreation clubs for the employees of the Insured including any elected officer or member of such clubs while acting on behalf of the Insured or while acting on behalf of such social and recreation clubs;

(d) participants of any Partnership or Joint Venture Agreement, but only where liability is assumed by the Insured under contract or agreement;

(e) any volunteer or ski patroller in respect of any activities sponsored or arranged by and at the direction of or with the approval of the Insured;

(f) any organization newly acquired or formed, other than a partnership or joint venture, and over which ownership or majority interest is maintained, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(i) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(ii) Coverage A, B and E does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(iii) Coverage A and H does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

2. PERSONAL INJURY

The term "personal injury" means:

(a) bodily injury, sickness, disease, disability, shock, fright, mental anguish and mental injury sustained by any person including death at any time resulting therefrom;

(b) false arrest, detention or imprisonment or malicious prosecution;

(c) wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

(d) the publication or utterance of a libel or slander or of defamatory or disparaging material, or a publication or utterance in violation of any individual's right of privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured;

(e) wrongful entry or eviction, or other invasion of the right of private occupancy, trespass;

(f) sexual harassment, sexual assault, discrimination or humiliation including any other legal action alleging the foregoing by any other name;

which occur during the period of insurance.

3. PROPERTY DAMAGE

The term "property damage" means physical injury to or destruction of tangible property which occurs during the period of insurance, including the loss of use thereof at any time resulting therefrom, or the loss of use of property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the period of insurance.

4. FIRE FIGHTING EXPENSES LIABILITY

The term "Fire Fighting Expenses Liability" means all sums which the Insured shall become obligated to pay by reason of Liability imposed upon the Insured by Law or Statute pursuant to the relevant provisions of the Forest and Prairie Protection Act of the Provinces of Canada but only in respect of the costs to others of controlling and/or extinguishing forest or prairie fires.

5. THIRD PARTY FIRST AID LIABILITY

The term "Third Party First Aid Liability" means personal injury or property damage occurring during the period of insurance and arising out of:

(a) the rendering of or failure to render emergency medical, or nursing service or treatment, or the furnishing of food or beverages in connection therewith;

(b) the furnishing or dispersing of drugs or medical supplies or appliances, at the premises and/or in connection with the operations of the Insured, but only in emergency situations.

6. TENANTS' LEGAL LIABILITY

The term “Tenants' Legal Liability" means all sums which the Insured shall become legally obligated to pay as compensation because of property damage caused by accident during the period of insurance to premises and structures (or portions thereof) rented, occupied, leased, hired, or borrowed by the Insured, including fixtures permanently attached thereto.

7. EMPLOYERS' LIABILITY

The term "Employers' Liability" means all sums which the Insured shall become legally obligated to pay as compensation because of bodily injury, sickness, disability, shock, fright, mental anguish and mental injury, occurring during the period of insurance by any person and arising out of and in the course of his/her employment by the Insured, including death at any time resulting therefrom but always excluding liability arising from Occupational Disease.

8. EMPLOYEE BENEFITS ERRORS AND OMISSIONS LIABILITY

The term "Employee Benefits Errors and Omissions Liability" means all sums which the Insured shall become legally obligated to pay on account of any claim made against the Insured by any employee, former employee or beneficiary or legal representative thereof and caused by any negligent act, error or omission of the Insured, or any other person for whose acts the Insured is legally liable, in the administration of the Insured’s Employee Benefits Programs as defined herein, but only where such claim is made against the Insured during the period of insurance.

The term "Employee Benefits Programs" shall mean Group Life Insurance, Group Accident or Health Insurance, Profit Sharing Plans, Pension Plans, Stock Option Plans, Employee Stock Subscription Plans, Workers' Compensation, Unemployment Insurance, Social Security and Disability Benefit and other similar programs.

The unqualified word "administration" wherever used shall mean:

(a) giving counsel to employees with respect to the “Employee Benefits Programs”;

(b) interpreting the “Employee Benefit Programs”;

(c) handling of records in connection with the “Employee Benefits Programs”;

(d) effecting enrolment, termination, or cancellation of any employee under the “Employee Benefits Programs”, provided all such acts are authorized by the Insured.

9. ADVERTISING LIABILITY

The term "Advertising Liability" means only such liability as arises out of:

(a) libel, slander or defamation of character;

(b) infringement of copyright, title or slogan;

(c) piracy, unfair competition or misappropriation;

(d) invasion of rights of privacy;

during the course of advertising, broadcasting or telecasting activities of the Insured.

10. PRODUCTS LIABILITY

The term "Products Liability" means liability arising out of the “Insured’s Products”.

11. INSURED’S PRODUCTS

The term “Insured’s Products" means good, or products manufactured, sold, handled, distributed, serviced, or repaired by the Insured or by others trading under its name, including any container thereof (other than a vehicle), but shall not include a vending machine or any property, other than such container, rented to or located for use of others but not sold.

12. COMPLETED OPERATIONS LIABILITY

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

(a) when all operations to be performed by, or, on behalf of the Insured have been completed;

(b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed;

(c) when the portion of the work out of which the personal injury or property damage arises has been put to its intended use by any persons or organizations other than another contractor or sub-contractor engaged in performing operations for the Insured as a part of the same project.

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

"Completed Operations" shall not include:

(i) operations in connection with pick-up and delivery of property;

(ii) the existence of tools, uninstalled equipment or abandoned or unused materials.

13. OCCURRENCE

The term "occurrence" as used herein means an accident or happening or an event or a continuous or repeated exposure to conditions which results in personal injury or property damage neither expected nor intended from the standpoint of the Insured.

14. AUTOMOBILES

The term "automobiles" wherever used in this policy means the use or operation by or on behalf of the Insured of any motor vehicle, trailer or semi-trailer which is required by law to carry a license, other than a special license issued in respect of:

(a) a motor vehicle, trailer or semi-trailer chiefly used or operated off highways;

(b) a tractor, grader, loader, shovel, roller, mixer or other construction equipment for its use or operation for the sole and exclusive purpose of carrying out any works upon a highway or performing any work in or upon a mine or industrial or commercial undertaking or site including the proceeding to and from such works.

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

(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 anyone 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 spend fuel, or

(3) handling, processing or packaging waste;

(iii) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium and uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them 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 of 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.

VI. EXCLUSIONS

This policy does not insure:

1. in respect of all insuring agreements, any fines, or penalties for which the Insured is liable by reason of failure to comply with any statute, rule, or regulation.

2. loss of use of tangible property which has not been physically injured or destroyed resulting from:

(a) a delay in or lack of performance by or on behalf of the Insured of any contract or agreement.

(b) the failure of the Insured's products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness, or durability warranted or represented by the Insured.

However, this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Insured's products or work performed by or on behalf of the Insured after such products or work have been put to use by any person or organization other than the Insured.

3. with respect to Coverage A "Personal Injury Liability", liability arising out of:

(a) the willful violation of a penal statute or ordinance committed by or with knowledge or consent of the Insured;

(b) a publication or utterance of libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the Insured was made prior to the effective date of this insurance;

(c) libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products, or services, or in violation of any individual's right to privacy, made by or at the direction of the Insured with the knowledge of the falsity thereof.

4. personal injury or property damage caused intentionally by or at the direction of any officer of the Insured unless committed for the purpose of preventing personal injury or property damage.

5. liability imposed upon or assumed by the Insured under any Workers' Compensation Statute, but this exclusion shall not apply to claims arising out of the legal liability imposed upon the Insured at common law as amended by such Statute for injuries to employees of the Insured, and this exclusion shall not apply to claims arising out of any liability to others assumed by the Insured under any contract.

6. personal injury or property damage arising out of the rendering of or the failure to render any professional services by or for the Insured, including:

(a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications;

(b) supervisory, inspection or engineering services;

but this exclusion does not apply to those professional services which form a part of the Insured's normal business operations or as defined under Coverage D "Third Party First Aid Liability".

7. personal injury or property damage arising out of:

(a) the ownership, use or operation, except loading and unloading, by or on behalf of the Insured of any automobile, other than liability arising from the ownership, use or operation of machinery or apparatus, including its equipment mounted on or attached to any automobile at the site of the use or operation of such machinery or apparatus, provided that the use or operations of such machinery or apparatus is not Insured at the time under a motor vehicle liability policy or any other policy of insurance;

(b) any watercraft, it being understood that this exclusion does not apply to:

(i) logs, log rafts, cribs or barges;

(ii) watercraft whilst ashore on premises owned by, rented to, or controlled by the Insured,

(iii) owned and non-owned watercraft under 50 ft. in length and then only whilst on inland or coastal waters carrying 12 passengers or less;.

(c) the ownership, possession, maintenance, use or operation, by or on behalf of the Insured of:

(i) any aircraft, which term shall include any helicopter or fixed wing aircraft and the like but this exclusion shall not apply to non-owned helicopters or fixed wing aircraft used for emergency medical evacuation, avalanche control, search and rescue operations and lift construction and maintenance, transportation of guests, employees, guides, contracted personnel, volunteers, supplies, materials or equipment provided always that the pilot and/or co-pilot have not been supplied by the Insured. Where the Insured has non-owned aviation liability in place, this cover will apply in excess to that as well as any other aviation insurance available to the insured. Subject to all other terms and conditions of the policy.

(ii) any air cushion vehicle;

(iii) any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

provided that this exclusion shall not apply to bodily injury to or sickness or disease, including death of any employee while acting on behalf of the Insured other than as a Pilot and/or Co-Pilot.

8. with respect to Coverage F “Employers' Liability” only, liability of the Insured to pay compensation, to contribute to an accident fund or to pay medical, hospital and like expense, all as imposed upon him by any Workers' Compensation Statute.

9. with respect to Coverage E “Tenants' Legal Liability”, liability caused by gradual deterioration, ordinary wear and tear and mechanical or electrical breakdown or derangement.

10. liability arising out of damage to property owned, leased, or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured’s care, custody, or control, other than:

(a) premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured’s possession for work thereon but no indemnity is granted for damage to that part of the property on which the Insured is working, and which arises out of such work;

(b) employees' and visitors' clothing and personal effects;

(c) premises tenanted by the Insured as per Coverage E “Tenants' Legal Liability” Coverage.

This exclusion does not apply to:

(i) automobiles (other than automobiles owned or used by or on behalf of the Insured) in the care, custody, or control of the Insured for the purposes of valet parking or in a parking lot owned or operated by the Insured.

(ii) non-owned aircraft which terms shall include any helicopter, float plane or the like, parked or moored at or on the Insured’s premises.

11. in respect of Coverage G “Employee Benefits Errors and Omissions Liability”, liability arising out of:

(a) any dishonest, fraudulent or criminal act or libel, slander, discrimination or humiliation; bodily injury to, or sickness, disease or death, of any person, or injury to or destruction of any tangible property, including the loss of use thereof;

(b) any claim for failure of performance of contract by any Insurer;

(c) any claim based upon the Insured's deliberate failure to comply with any Workers' Compensation, Unemployment Compensation, Government Pension Plans, Social Security or Disability Benefits law or any similar law;

(d) any claim based upon:

(i) failure of securities to perform as represented by an Insured;

(ii) advice given by an Insured in connection with participation or non-participation in stock subscription plans.

12. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

(b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from

(i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

13. liability for costs incurred by the Insured in the withdrawal, inspection, repair, replacement, or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form a part if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

14. liability arising out of any product which with the Insured's knowledge is intended for incorporation into the structure, machinery, or controls of any aircraft, except where specifically stated to be included in the Business.

15. liability of whatsoever' nature directly or indirectly caused by or contributed to by or arising from

(a) war, invasion, act of foreign hostilities (whether war be declared or not), civil war, rebellion, insurrection, mutiny or military or usurped power, riot or civil commotion;

(b) any act of any person acting on behalf of any organization with activities directed towards the overthrow by force of any de jure or de facto Government or the influencing of it by terrorism or violence.

In any claim suit or other proceedings where the Company alleges that by reason of this Exclusion any liability is not covered by this Policy the burden of proving that such liability is covered shall be upon the Insured.

16. with respect to Coverage D "Third Party First Aid Liability", liability arising out of bodily injury to any person to or for whom benefits or damages on account thereof are payable under any valid and collectible voluntary compensation or employers' liability insurance available to the Insured, but only to the extent of such insurance.

17.1 liability arising out of the actual, alleged or threatened spill, discharge, emission dispersal, seepage, leakage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Personal injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat, cool, or dehumidify the building, or equipment that is used to heat water.

(ii) "Personal injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Personal injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire".

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site, or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site, or location in connection with such operations by such insured, contractor, or subcontractor. However, this subparagraph does not apply to:

(i) "Personal injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Personal injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) “Personal injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire".

(e) At or from any premises, site, or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

17.2 Any loss, cost or expense arising out of any:

(f) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";

(g) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Section (17.2) does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

18. any races, competitions, events, activities, or operations sanctioned, authorized, sponsored, or hosted by any international, national, provincial, or regional association or governing body or any of their divisions, relating to skiing, boarding, bicycling or snowmobiling, except for the negligent acts of the Insured and then only after all other primary or excess insurance has been exhausted.

However, this exclusion does not apply to defense costs.

19. liability of participants or any other persons involved in an organized race or event for death and/or injury to other participants of that race and/or event, except for the negligent acts of the insured’s directors, officers, employees, volunteers, guides, and contracted personnel.

20. loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

21. legal liability for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

22. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed

that this insurance excludes liability for injury, loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, arising out of, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement also excludes liability for injury, loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

23. This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused.

24. USA OPERATIONS EXCLUSION

This insurance excludes all claims in respect of Third Party and Products Liability arising out of operations (as herein defined) located in the United States of America.

However, this exclusion shall not apply to:

(a) **Sales and/or Distribution Office(s)**

The product and/or public liability risks of sales and/or distribution office(s) (as herein defined), provided all products sold and/or distributed there are manufactured outside of the United States of America and are supplied to the sales and/or distribution office(s) by the original insured.

(b) **Temporary Work**

The public liability and/or products liability risk of work performed solely by the original insured's employees and/or directors' resident outside the United States of America, who are temporarily visiting the United States of America.

Provided always the policy otherwise protects operations wholly outside the United States of America.

DEFINITIONS

(c) **Operations**

An operation located in the United States of America shall be defined as a legal or physical presence in the United States of America (whether incorporated or not) of an original insured. The physical presence of a product in the United States of America manufactured and/or supplied by an original insured outside of the United States of America shall not alone constitute an operation.

(d) **Sales and/or Distribution Office(s)**

Sales and/or distribution office(s) shall be defined as a sale, marketing or distribution operation of an original insured not otherwise excluded, including associated:

(i) Storage
(ii) Final product preparation (i.e. re-packaging, packing, labelling, cleaning, or the provision of operating instructions prior to sale)
(iii) Office accommodation

But always excluding liability arising from:

(i) Manufacture

(ii) Final assembly
(iii) Repair, service, maintenance
(iv) Amendment, enhancement, alteration.

All other terms, conditions, limitations, and exclusions remain unaltered.

25. CYBER AND DATA EXCLUSION

(a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

(i) **CYBER ACT** or **CYBER INCIDENT** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **CYBER ACT** or **CYBER INCIDENT**;

(ii) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss, or theft of any **DATA**, including any amount pertaining to the value of such **DATA**; or

(iii) complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

DEFINITIONS

(c) **COMPUTER SYSTEM** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

(d) **CYBER ACT** means an unauthorized, malicious or criminal act or series of related unauthorized , malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**.

(e) **CYBER INCIDENT** means:

(i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**; or

(ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **COMPUTER SYSTEM**.

(f) **DATA** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **COMPUTER SYSTEM**.

LMA5528A
15 March 2023

26. COMMUNICABLE DISEASE EXCLUSION

(a) Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

(b) For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

(c) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

(i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

(ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

(iii) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396
17 April 2020

27. SANCTION SUSPENSION CLAUSE

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

a. United Nations' resolution(s); or
b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

LMA3200
5 October 2023

28. MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this Policy by the Insured, a Minimum Premium of Twenty Five Percent (25%) as of inception shall become earned; any conditions of the Policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of Premium shall be considered as a request by the Insured for the Underwriters to cancel this Policy. In the event of such cancellation by the Underwriters for non-payment of Premium the Minimum Premium shall be due and payable; provided however, such non- payment cancellation shall be rescinded if the Insured remits the full Premium within Ten (10) days of receiving notice of it.

In the event of any other cancellation by the Underwriters, the Earned Premium shall be computed pro-rata, not subject to the Minimum Premium.

LSW757
1 February 1994

VII. POLICY CONDITIONS

1. PREMIUM

All premiums for this policy shall be computed in accordance with the Insurer's quoted rules, rating plans, premiums and minimum premiums applicable to the insurance afforded herein and as stated herein.

Premiums designated in this policy as "advance premiums" are deposit premiums only which shall be credited to the amount of the earned premium due at the end of the period of insurance. At the close of each period (or part thereof terminating with the end of the period of insurance designated in the Policy Declarations) the earned premium shall become due and payable. If the total earned premium for the period of insurance is less than the premium previously paid, the Insurer shall, subject to the minimum premium, return to the Insured the unearned portion paid by the Insured.

2. INSPECTION AND AUDIT

The Insurer shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Insurer's rights to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation. The Insurer may examine and audit the Insured's books and records at any time during the period of insurance and extensions thereof and within one year after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

Upon any occurrence likely to involve the Insurer under this insurance coming to the attention of the Insured, the Insured shall give the Insurer or its duly authorized agent *Kaerus Group Risk Solutions Inc., 340, 600 Crowfoot Crescent NW, Calgary, Alberta, T3G 0B4,* as soon as practicable, notice with all particulars of any occurrence that may give rise to a claim hereunder and of any claim made on account thereof and shall forward to the Insurer or to its duly authorized agent *Kaerus Group Risk Solutions Inc., 340, 600 Crowfoot Crescent NW, Calgary Alberta, T3G 0B4,* as soon as practicable, every written letter, document or advice received from or on behalf of the claimant.

4. ACTION AGAINST INSURER

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer.

Any person or organization or the legal representative thereof who has secured such judgements or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Insurer as a party to any action against the Insured to determine the Insured's liability, nor shall the Insurer be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations hereunder.

Every action or proceeding against the Insurer shall be commenced within one year next after the date of such judgement or written agreement and not afterwards.

If this policy is governed by the law of Quebec every action or proceeding against the Insurer shall be commenced within three years from the time the right of action arises.

5. CROSS LIABILITY

The insurance afforded by this policy shall apply to each Insured in the same manner as though separate policies were issued to each. Where there is more than one Insured, nothing herein shall operate to increase the Insurer's liability as set forth elsewhere in this policy beyond the amount or amounts for which the Insurer would be liable if there had been only one Insured.

6. OTHER INSURANCE

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

7. SUBROGATION

To the extent of any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery therefore, and the Insured shall execute all papers required and shall do everything requested to secure such rights, but the Insurer shall have no right of subrogation against:

(a) any party insured hereunder;

(b) any person, organization, trustee, or estate when by virtue of a contract and/or agreement the Insured has agreed to waive its rights of recourse prior to the happening of a loss.

8. CHANGES/WAIVER

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

9. ASSIGNMENT

Assignment of interest under this policy shall not bind the Insurer until their consent is endorsed hereon, or agreed to be endorsed hereon, except through change of this by succession, death, or proceedings under any bankruptcy act.

10. CANCELLATION

(a) This Policy may be cancelled by the First Named Insured stated in the Policy Declarations by giving written notice to the Insurer stating when thereafter such cancellation is to become effective. Return premium shall be computed on the customary short rate basis subject to the retention by the Insurer of the minimum premium, if any, stated in the Policy Declarations.

(b) This Policy may be cancelled by the Insurer for non-payment of premium by giving to the First Named Insured stated in the Policy Declarations Fifteen (15) days' notice of cancellation by registered mail, or Five (5) days written notice of cancellation personally delivered. Notice to the insurance department of the First Named Insured stated in the Policy Declarations shall constitute notice to all Insureds.

(c) Except with respect to non-payment of premium this Policy may be cancelled by the Insurer giving to the First Named Insured stated in the Policy Declarations One Hundred and Twenty (120) days' notice in writing of cancellation by registered mail and refunding the excess of paid premium beyond the pro rata earned premium for the expired time. Notice to the Insurance Department of the First Named Insured stated in the Policy Declarations shall constitute notice to all Insureds.

Repayment of excess premium may be made by money, post office order, postal note or cheque and shall be forwarded to the Insured as soon as practicable after the giving or receiving of such notice of cancellation.

Short Rate Cancellation Table

In the event of cancellation by the Insured the earned premium shall be computed as follows:

Days Insurance in Force	Percent. of One Year Premium	Days Insurance in Force	Percent. of One Year Premium
1-10	10	165-167	56
11-12	11	168-171	57
13-14	12	172-175	58
15-16	13	176-178	59
17-18	14	179-182	60
19-20	15	183-187	61
21-22	16	188-191	62
23-25	17	192-196	63
26-29	18	197-200	64
30-32	19	201-205	65
33-36	20	206-209	66
37-40	21	210-214	67
41-43	22	215-218	68
44-47	23	219-223	69
48-51	24	224-228	70
52-54	25	229-232	71
55-58	26	233-237	72
59-62	27	238-241	73
63-65	28	242-246	74
66-69	29	247-250	75
70-73	30	251-255	76
74-76	31	256-260	77
77-80	32	261-264	78
81-83	33	265-269	79
84-87	34	270-273	80
88-91	35	274-278	81
92-94	36	279-282	82
95-98	37	283-287	83
99-102	38	288-291	84
103-105	39	292-296	85
106-109	40	297-301	86
110-113	41	302-305	87
114-116	42	306-310	88
117-120	43	311-314	89
121-124	44	315-319	90
125-127	45	320-323	91
128-131	46	324-328	92
132-135	47	329-332	93
136-138	48	333-337	94
139-142	49	338-342	95
143-146	50	343-346	96
147-149	51	347-351	97
150-153	52	352-355	98
154-156	53	356-360	99
157-160	54	361-365	100
161-164	55		

11. TERRITORY

Canada but worldwide with respect to sales visits.

12. AGENCY

It is understood and agreed that the Insured who effected this insurance, and paid the premium therefore, did so on its own behalf and as agent for the others Insured hereby, including those referred to by general description.

It is further acknowledged and agreed by the Insurer as evidenced by their acceptance of this premium paid that any Insured hereunder may, subject to notification to the Insured, ratify such agency at any time subsequent to the issuance of this insurance for the purpose of entitlement to coverage granted by its terms for good consideration.

13. FIRST NAMED INSURED

The first Named Insured shall be deemed the sole and irrevocable agent of each and every Insured under this policy for the purpose of:

(a) giving to or receiving from the Insurer notice of cancellation;

(b) giving instructions to alter or agreeing with the Insurer for alterations to be made to this policy wording;

(c) making or receiving payments of premiums or adjustments of premium.

14. OTHER EMPLOYEES

It is agreed that with respect to Coverage F “Employers' Liability” this policy shall also insure the Insured’s liability to employees of others, but only while such employees are subject to the doctrine of "Borrowed – Servant” or "Master - Servant" relationship.

15. TITLES OF PARAGRAPHS

The several titles of the various paragraphs of this policy (and of endorsements and supplemental contracts, if any now or hereafter attached to this policy) are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

16. POLICY DECLARATIONS

By acceptance of this policy the Insured agrees that the statements in the Policy Declarations are true and accurate, and that this policy is issued in reliance upon the truth of such representations.

17. UNITED STATES OF AMERICA JURISDICTION

In respect of any judgement, award of settlement made within countries which operate under the laws of the United States of America (or any order made anywhere in the World to enforce such judgement, award, or settlement either in whole or in part) the following conditions/exclusions are conditions precedent to the granting of indemnity under such jurisdiction:

(a) the Limit of Liability is deemed to include claimants’ costs, fees and expenses, defense costs and supplementary payments;

(b) Insurer shall not be liable for:

  (i) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination;

  (ii) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances;

  (iii) fines, penalties, punitive or exemplary damages.

18. JURISDICTION AND LAW

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that any disputes between the First Named Insured and Underwriters arising under or in connection with this Insurance shall be subject to the Law and Jurisdiction of the Province and Territory in Canada in which the First Named Insured is domiciled.

19. (RE)INSURERS SEVERAL LIABILITY CLAUSE

(Re)insurer's Liability Several Not Joint

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

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

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

Proportion of Liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

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

LMA3333
21 June 2007

20. SERVICE OF SUIT CLAUSE (CANADA)

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

LMA5028B
15 April 2022

ENDORSEMENT 1

S.P.F. NO. 6

NON-OWNED AUTOMOBILE LIABILITY COVERAGE INSURING AGREEMENT

In consideration of the payment of the premium and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated, the Insurer agrees to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages 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:

(i) by any workmen's compensation law; or

(ii) 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

* Not applicable in the Province of Ontario.

(c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement except a written contract or agreement; or

(d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody, or control of any such person; or

(e) for any amount in excess of the limit stated in the Policy Declarations, and expenditures provided for in the Additional Agreements of this endorsement; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to Nuclear Energy Hazard.

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this Endorsement, 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 before or after entry of judgement upon that part of the judgement 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 Policy Declarations; and
6. not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this Endorsement, every person insured by this policy:

(a) by the acceptance of this policy, constitutes and appoints the Insurer as the insured person's irrevocable attorney to appear and defend in any province or territory of Canada or state in the United States of America in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;

(b) shall reimburse the Insurer upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSUREDS

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives

(a) in the business of the Insured, or incidental personal use in connection therewith, 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, leased, or borrowed in the name of the Insured or hired, leased, or borrowed in the name of any partner, officer, or employee of the named Insured for use on the named Insured's behalf, including incidental personal use in connection therewith, except an automobile owned in whole or in part or licensed in the name of such additional Insured person.

2. TERRITORY

This Policy applies to the use or operation of automobiles anywhere in the world.

3. 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 the limits of liability stated in the Policy Declarations.

The coverage provided by this Endorsement shall be subject to the Statutory Conditions (Conditions in Quebec) applicable in all Provinces of Canada.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 2

S.E.F. NO. 94

LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES ENDORSEMENT

The Insurer agrees to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages arising from the care, custody, or control of "Hired Automobiles" as defined herein and resulting from loss or damage thereto, caused by ALL PERILS.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered herein, except loss or damage caused by fire or lightning or theft of the entire automobile, shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated herein.

TWO OR MORE AUTOMOBILES

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

HIRED AUTOMOBILES DEFINED

The term "Hired Automobiles" as used in this policy means automobiles hired, leased or borrowed from others with or without drivers, used under control of the Insured in the business of the Insured, or incidental personal use in connection therewith, 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 employees of the Insured.

EXCLUSIONS

The Insurer shall not be liable:

1. for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
2. for loss or damage
   (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered herein or is caused by fire, theft or malicious mischief; or
   (b) to any automobile while being used without the consent of the owner thereof or the Insured; or
   (c) caused directly or indirectly by contamination by radioactive material; or
   (d) to contents of trailers or to rugs or robes; or
   (e) to tapes and equipment for use with a tape recorder when detached therefrom; or
   (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military, or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
   (g) for any amount in excess of the limit stated herein and expenditures provided for in the Additional Agreements of Endorsement #2 to which this Endorsement is attached.

ADDITIONAL AGREEMENTS

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

LIMIT OF LIABILITY

As stated in the Policy Declarations (exclusive of interests and costs) any one accident.

DEDUCTIBLE AMOUNT

As stated in the Policy Declarations per occurrence.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 3

MEDICAL PAYMENTS INSURANCE

This policy is extended to pay, regardless of fault, all reasonable expenses incurred within one year of the date of accident, for necessary medical surgical, specialist, ambulance, hospital, professional nursing, and funeral services, to or for each person who sustains bodily injury, sickness or disease caused by accident and arising out of

(a) a condition in the Insured's premises, or

(b) operations with respect to which the Insured is afforded coverage for bodily injury liability under this policy, subject to Insurer's liability not exceeding the Medical Payments Limit of Liability stated in the Policy Declarations and subject to the deductible of CAD 1,000 each and every occurrence including costs and expenses.

EXCLUSIONS

We will not pay expenses for "bodily injury":

(a) to an Insured; except this exclusion does not apply to "volunteer workers"

(i) 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.

(b) to a person hired to do work for or on behalf of an Insured or a tenant of an Insured;

(c) to a person injured on that part of premises you own or rent that the person normally occupies;

(d) to a person, whether or not an employee of an Insured, who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law;

(e) the payment of which is prohibited by law.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 4

S.E.F. NO. 99

EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

In consideration of the premium for which this endorsement is issued, it is understood and agreed that Endorsement 2 - Legal Liability for Damage to Hired Automobiles is hereby amended to read as follows:

The term “Hired Automobiles” as used in this Endorsement means;

(a) automobiles hired or leased from others with drivers, or

(b) hired or leased by the named Insured from others without drivers for periods not exceeding Thirty (30) days’, used under the control of the Insured in the business of the Insured, 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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 5

GOVERNMENT OR LOCAL AUTHORITY ENDORSEMENT

The insurance provided by this Policy is extended to include any government or local authority as Additional Insureds as required by written contract or agreement,

(a) Thirty (30) days' notice of any alteration, transfer, assignment, or cancellation of this policy either in part or in whole will be given by the insurer to the additional insureds, at the address stated in the Certificate of Insurance.

(b) This insurance is primary of any insurance carried by the additional insureds.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 6

CERTIFICATE HOLDERS' ENDORSEMENT

The insurance provided by this Policy is extended to include as an additional insured, any holder of a Certificate of Insurance issued by *Kaerus Group Risk Solutions Inc., Suite 340, 600 Crowfoot Crescent NW, Calgary, Alberta, T3G 0B4* on behalf of the Insured named in the Policy Declarations, but only with respect to the additional insured's liability arising out of the operations of that Insured named in the Policy Declarations.

It is hereby noted and agreed that in respect to Certificate Holders based in United States of America jurisdictions that this policy will not indemnify nor respond in any way for any costs, awards, damages or judgements from a court of law of the United States of America or any other country operating under the same laws or any costs, awards, damages or judgements transferred from a court of law of the United States of America or any other country operating under the same laws to a court of law otherwise included hereunder for ratification.

Furthermore, *Kaerus Group Risk Solutions Inc., Suite 340, 600 Crowfoot Cres NW, Calgary, Alberta, T3G 0B4* shall endeavor to provide Thirty (30) days' notice of cancellation of this policy to any holder of a Certificate of Insurance issued by *Kaerus Group Risk Solutions Inc., Suite 340, 600 Crowfoot Cres NW, Calgary, Alberta, T3G 0B4* on behalf of the Insured named in the Policy Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 7

CONTRACTED PERSONNEL ENDORSEMENT

It is hereby noted and agreed that in consideration of the premium being charged by Leading Insurer, the above Policy is extended to include as Insureds individuals and corporations, including their directors, officers, and employees, contracted as guides or operational personnel in respect of work done for the Insured named in the Policy Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 8

HELICOPTER LANDING LIABILITY

It is hereby noted and agreed that in consideration of the premium being charged by Leading Insurer, the above Policy is extended to include bodily injury or destruction of property, including loss of use thereof, consequent upon bodily injury or property damage in or about helicopter landing sites used in the Insured's business.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 9

HELICOPTER / AIRCRAFT REFUELLING LIABILITY

It is hereby noted and agreed that in consideration of the premium being charged by Leading Insurer, the above Policy is extended to include liability arising out of re-fueling of Helicopters and fixed wing aircraft.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 10

SNOWMOBILES, SNOW CATS AND ALL TERRAIN VEHICLES OPERATIONS LIABILITY

Notwithstanding Section 14, this policy is extended to cover liability arising from the use and operation of snowmobiles, snow cats, golf carts and golf maintenance equipment and all-terrain vehicles by or on behalf of the Insured in respect of the Insured's operations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 11

PREMIUM PAYMENT CLAUSE

The (Re)insured undertakes that premium will be paid in full to underwriters within Ninety (90) days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk, but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than Fifteen (15) days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorized to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not effect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01
LSW3000

ENDORSEMENT 12

AMENDED POLLUTION LIABILITY EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that with respect to the territory of Canada the following endorsement shall apply:

It is hereby agreed that sub paragraphs (a) and (d) of Exclusion 17.1 of the Commercial General Liability policy do not apply to an unexpected or unintentional discharge, dispersal, release or escape of pollutants provided such discharge, dispersal, release or escape of pollutants is not from an underground storage tank and provided such discharge, dispersal, release or escape of pollutants;

(a) results in the injurious presence of pollutants in or upon land, the atmosphere, drainage, or sewer system, watercourse, or body of water; and

(b) is detected within One Hundred and Twenty (120) hours after the commencement of the discharge, dispersal, release, or escape; and

(c) is reported to the Insurer within One Hundred and Twenty (120) hours of being detected; and

(d) does not occur in a quantity or with a quality that is routine or usual to the business of the Insured.

The Insurer may pay any part or all of the deductible amount to effect settlement of any claim or suit 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.

It is also agreed that coverage granted herein shall be included in the overall Policy Limit and shall be limited to the amounts stated below as “Limits of Liability – Each Occurrence” and Limits of Liability – Aggregate”.

Limits of Liability - Each Occurrence	**CAD 2,000,000**
Limits of Liability - Aggregate	**CAD 2,000,000**

Nothing herein contained shall be held to vary, alter, waive, or extend any of the statements, agreements, exclusions, or conditions of the Policy other than stated above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 13

FOLLOW FORM AUTOMOBILE LIABILITY (ALBERTA, SASKATCHEWAN, MANITOBA, YUKON)

Notwithstanding anything to the contrary contained in Exclusion 7(a) or elsewhere within the wording, it is hereby understood and agreed that this insurance includes Automobile Liability for limits of CAD 10,000,000 excess of CAD 2,000,000.

Subject to all terms, clauses, conditions, and exclusions as per the underlying Automobile Policy, but also excluding Bodily Injury or Property Damage arising out of the maintenance, operation, use, loading or unloading of any automobile, unless such liability is covered by the Underlying Insurance, for the full limits shown therein and then only for such hazards for which coverage is afforded under said Underlying Insurance.

This insurance does not apply to any obligation which the Assured may be liable under any “no fault benefits” or “uninsured motorists” law.

Subject otherwise to the Policy terms, clauses, conditions, and exclusions as far as applicable.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 14

QUEBEC EVENTS COVERAGE EXTENSION

It is hereby understood and agreed that this policy is extended to include up to six hundred and fifty seven (657) Alpine Club of Canada members climbing in the province of Quebec at unsanctioned events.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 15

PROSPECTIVE MEMBERS ORIENTATION COVERAGE EXTENSION

It is hereby understood and agreed that the policy is extended to include occasional non-members, climbing with members as an orientation for prospective members. The policy is extended for prospective members as follows;

“Guests on sanctioned trips that have approval of the trip leader.”

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 16

TERRITORY AMENDMENT ENDORSEMENT

It is hereby understood and agreed that Section VII, 11. TERRITORY is amended to read as follows:

11. TERRITORY

Worldwide, but in respect of trips to the United States of America, no coverage is granted hereunder for the United States of America nationals and coverage is only granted for trips sanctioned by The Alpine Club of Canada.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT 17

RIGHTS OF RECOURSE WARRANTY

It is hereby warranted by the Insured that full Rights of Recourse are maintained against any manufacturer or supplier with whom they have entered into a legal contract for the provision of products or components.

It is further agreed that failure to comply with this warranty shall void all coverage provided by this policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the statements, agreements, exclusions or conditions of the Policy other than stated above.

ENDORSEMENT 18

UNITED STATES OF AMERICA CONDITIONS CLAUSE

Any claim made or legal proceedings made within the United States of America and/or territories which come under the jurisdiction of the United States of America including the enforcement by courts of any other country of any judgement originally obtained in any court of the United States of America and/or territories which come under the jurisdiction of the United States of America shall be subject to the following conditions and exclusions:

Conditions

(i) The maximum amount payable in respect of all claims made under this policy shall not exceed in the aggregate the sum insured specified in the schedule.

(ii) Any costs and expenses incurred during the investigation, defence and settlements of claims, shall be included with the annual aggregate limit and deductible as specified in the schedule.

Exclusions

This Policy shall not apply to:-

(i) any punitive and/or exemplary damages awarded against the insured.

(ii) Claims based upon the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or regulations promulgated thereunder.

(iii) Claims arising out of any actual or alleged violations of the Racketeer Influenced and Corrupt Organisation Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules and regulations promulgated thereunder.

(iv) Claims arising out of actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State law or any common law relating thereto.

(v) Claims arising out of seepage, pollution and/or contamination howsoever caused.

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

ENDORSEMENT 19

PROFESSIONAL INDEMNITY EXCLUSION (DELETED)

It is hereby understood and agreed that with effect from inception, Section VI. Exclusions, Exclusion 6 is deleted in its entirety:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

.

STATUTORY CONDITIONS (ALBERTA)

Misrepresentation

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

Property of Others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless

   (a) otherwise specifically stated in the contract, or

   (b) the interest of the insured in that property is stated in the contract.

Change of Interest

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

Material Change in Risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

   (a) material to the risk, and

   (b) within the control and knowledge of the insured.

   (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

   (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

   (a) terminate the contract in accordance with Statutory Condition 5, or

   (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within Fifteen (15) days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

   (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

Termination of Insurance

5. (1) The contract may be terminated

   (a) by the insurer giving to the insured Fifteen (15) days' notice of termination by recorded mail or Five (5) days' written notice of termination personally delivered, or

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

   (2) If the contract is terminated by the insurer,

   (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

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

   (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

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

Requirements After Loss

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

(a) immediately give notice in writing to the insurer,

(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration

(i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,

(iv) stating the amount of other insurances and the names of other insurers,

(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances, and other charges on that property,

(vi) stating any changes in title, use, occupation, location, possession, or exposure of the property since the contract was issued, and

(vii) stating the place where the insured property was at the time of loss,

(c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and

(d) if required by the insurer and if practicable,

(i) produce books of account and inventory lists,

(ii) furnish invoices and other vouchers verified by statutory declaration, and

(iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced, or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

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

Who May Give Notice and Proof

8. Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made

(a) by the agent of the insured if

(i) the insured is absent or unable to give the notice or make the proof, and

(ii) the absence or inability is satisfactorily accounted for, or

(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

Salvage

9. (1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

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

Entry, Control, Abandonment

10. After loss of or damage to insured property, the insurer has

    (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and

    (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

        (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and

        (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In Case of Disagreement

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

    (2) There is no right to a dispute resolution process under this condition until

        (a) a specific demand is made for it in writing, and

        (b) the proof of loss has been delivered to the insurer.

When Loss Payable

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

Repair or Replacement

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within Thirty (30) days after receiving the proof of loss.

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

Notice

14. (1) Written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

    (2) Written notice to the insured may be personally delivered at, or sent by recorded mail addressed to, the insured's last known address as provided to the insurer by the insured.

23 September 2022
LSW1814A

STATUTORY CONDITIONS (BRITISH COLUMBIA)

Misrepresentation

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

Property of Others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless

   (a) otherwise specifically stated in the contract, or

   (b) the interest of the insured in that property is stated in the contract.

Change of Interest

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

Material Change in Risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

   (a) material to the risk, and

   (b) within the control and knowledge of the insured.

   (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

   (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

   (a) terminate the contract in accordance with Statutory Condition 5, or

   (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within Fifteen (15) days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

   (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of Insurance

5. (1) The contract may be terminated

   (a) by the insurer giving to the insured Fifteen (15) days' notice of termination by registered mail or Five (5) days' written notice of termination personally delivered, or

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

   (2) If the contract is terminated by the insurer,

   (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

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

   (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

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

Requirements After Loss

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

(a) immediately give notice in writing to the insurer,

(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,

(i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,

(iv) stating the amount of other insurances and the names of other insurers,

(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances, and other charges on that property,

(vi) stating any changes in title, use, occupation, location, possession, or exposure of the property since the contract was issued, and

(vii) stating the place where the insured property was at the time of loss,

(c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and

(d) if required by the insurer and if practicable,

(i) produce books of account and inventory lists,

(ii) furnish invoices and other vouchers verified by statutory declaration, and

(iii) furnish a copy of the written portion of any other relevant contract.

(3) The evidence given, produced, or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

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

Who May Give Notice and Proof

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

(a) by the agent of the insured, if

(i) the insured is absent or unable to give the notice or make the proof, and

(ii) the absence or inability is satisfactorily accounted for, or

(b) by a person to whom any part of the insurance money is payable if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

9. (1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

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

Entry, Control, Abandonment

10. After loss of or damage to insured property, the insurer has

    (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and

    (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

        (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and

        (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In Case of Disagreement

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

    (2) There is no right to a dispute resolution process under this condition until

        (a) a specific demand is made for it in writing, and

        (b) the proof of loss has been delivered to the insurer.

When Loss Payable

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

Repair or Replacement

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within Thirty (30) days after receiving the proof of loss.

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

Notice

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

    (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

01/07/12
LSW1815

STATUTORY CONDITIONS (MANITOBA)

Misrepresentation

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

Property of Others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless

   (a) otherwise specifically stated in the contract, or

   (b) the interest of the insured in that property is stated in the contract.

Change of Interest

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

Material Change in Risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

   (a) material to the risk, and

   (b) within the control and knowledge of the insured.

   (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

   (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

   (a) terminate the contract in accordance with Statutory Condition 5, or

   (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within Fifteen (15) days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

   (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of Contract

5. (1) The contract may be terminated

   (a) by the insurer giving to the insured Fifteen (15) days' notice of termination by registered mail or Five (5) days' written notice of termination personally delivered, or

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

   (2) If the contract is terminated by the insurer,

   (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

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

   (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

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

Requirements After Loss

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

(a) immediately give notice in writing to the insurer,

(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration

(i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,

(iv) stating the amount of other insurances and the names of other insurers,

(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances, and other charges on that property,

(vi) stating any changes in title, use, occupation, location, possession, or exposure of the property since the contract was issued, and

(vii) stating the place where the insured property was at the time of loss,

(c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and

(d) if required by the insurer and if practicable,

(i) produce books of account and inventory lists,

(ii) furnish invoices and other vouchers verified by statutory declaration, and

(iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

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

Who May Give Notice and Proof

8. Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made

(a) by the agent of the insured if

(i) the insured is absent or unable to give the notice or make the proof, and

(ii) the absence or inability is satisfactorily accounted for, or

(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

Salvage

9. (1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

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

Entry, Control, Abandonment

10. After loss of or damage to insured property, the insurer has

    (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and

    (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

        (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and

        (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In Case of Disagreement

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

    (2) There is no right to a dispute resolution process under this condition until

        (a) a specific demand is made for it in writing, and

        (b) the proof of loss has been delivered to the insurer.

When Loss Payable

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

Replacement

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within Thirty (30) days after receiving the proof of loss.

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

Notice

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

    (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

17/10/14
LSW1851

STATUTORY CONDITIONS (SASKATCHEWAN)

Misrepresentation

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

Property of Others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless

   (a) otherwise specifically stated in the contract, or

   (b) the interest of the insured in that property is stated in the contract.

Change of Interest

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

Material Change in Risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is:

   (a) material to the risk, and

   (b) within the control and knowledge of the insured.

   (2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.

   (3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may:

   (a) terminate the contract in accordance with Statutory Condition 5, or

   (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within Fifteen (15) days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

   (4) If the insured fails to pay an additional premium when required to do so under clause (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

Termination of Insurance

5. (1) The contract may be terminated:

   (a) by the insurer giving to the insured Fifteen (15) days' notice of termination by registered mail or Five (5) days' written notice of termination personally delivered, or

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

   (2) If the contract is terminated by the insurer:

   (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

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

   (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

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

Requirement after Loss

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:

(a) immediately give notice in writing to the insurer,

(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:

(i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed;

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes;

(iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured;

(iv) stating the amount of other insurances and the names of other insurers;

(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property;

(vi) stating any changes in title, use, occupation, location, possession, or exposure of the property since the contract was issued; and

(vii) stating the place where the insured property was at the time of loss;

(c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and

(d) if required by the insurer and if practicable:

(i) produce books of account and inventory lists;

(ii) provide invoices and other vouchers verified by statutory declaration; and

(iii) provide a copy of the written portion of any other relevant contract.

(2) The evidence given, produced, or provided under clauses (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

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

Who May Give Notice and Proof

8. Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made:

(a) by the agent of the insured if:

(i) the insured is absent or unable to give the notice or make the proof; and

(ii) the absence or inability is satisfactorily accounted for; or

(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

Salvage

9. (1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

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

Entry, Control, Abandonment

10. After loss of or damage to insured property, the insurer has:

    (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and

    (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage but:

        (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property; and

        (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In Case of Disagreement

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

    (2) There is no right to a dispute resolution process under this condition until:

        (a) a specific demand is made for it in writing; and

        (b) the proof of loss has been delivered to the insurer.

When Loss Payable

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

Repair or Replacement

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within Thirty (30) days after receiving the proof of loss.

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

Notice

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief office or head office of the insurer in the province.

    (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

23/09/2022
LSW1861

STATUTORY CONDITIONS (YUKON)

Misrepresentation

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

Property of Others

2. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

Change of Interest

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

Material Change in Risk

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

Termination of Insurance

5. (1) This contract may be terminated,

   (a) by the insurer giving to the insured Fifteen (15) days' notice of termination by registered mail or Five (5) days' written notice of termination personally delivered, or

   (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 may the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified, and

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

   (3) Where this contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

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

   (5) The Fifteen (15) days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirement after Loss

6. (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,

   (a) forthwith give notice thereof in writing to the insurer,

   (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,

   (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated so far as the insured knows or believes,

(iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances, and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession, or exposures of the property since the issue of the contract, and

(vii) showing the place where the property insured was at the time of loss,

(c) if required, give a complete inventory of undamaged property showing in detail quantities, cost, and actual cash value, and

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration and furnish a copy of the written portion of any other contract.

(2) The evidence furnished under clauses (c) and (d) of subcondition (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

Fraud

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

Who May Give Notice and Proof

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

Salvage

9. (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

(2) The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

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

Appraisal

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

When Loss Payable

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

Replacement

13. (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within Thirty (30) days after receipt of the proofs of loss.

    (2) In that event the insurer shall commence to so repair, rebuild, or replace the property within Forty-Five (45) days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within two years next after the loss or damage occurs.

Notice

15. 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 Yukon. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest postal address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

06/05
LSW1192A

FISCAL AND REGULATORY

TAX PAYABLE BY INSURER(S): 4%

COUNTRY OF ORIGIN: Canada

OVERSEAS BROKER: Acera Insurance Services Ltd.
800 – 1331 Macleod Trail SE, Calgary, Alberta T2G 0K3

ALLOCATION OF PREMIUM TO CODING: NR 100%

REGULATORY CLIENT CLASSIFICATION: Commercial - Small

REGULATORY RISK LOCATION: Canada