HALIBURTON HIGHLANDS OPP DETACHMENT BOARD
CONSEIL DU DÉTACHEMENT DE HALIBURTON HIGHLANDS DE LA POLICE PROVINCIALE

HALIBURTON COUNTY OPP DETACHMENT
DÉTACHEMENT DU COMTÉ DE HALIBURTON DE LA POLICE PROVINCIALE

Haliburton Highlands Ontario Provincial Police Detachment Board
Agenda

Wednesday, November 4, 2026
1:00 PM

Page

County Council Chambers https://www.youtube.com/watch?v=Xs3HSlQtFoM

1. Call to Order

2. Land Acknowledgement

We respectfully acknowledge that the County of Haliburton is located on Treaty 20 Michi Saagiig territory, and in the traditional territory of the Michi Saagiig and Chippewa Nations, collectively known as the Williams Treaties First Nations. We acknowledge a shared presence of Indigenous nations throughout the area, and recognize its original, Indigenous inhabitants as the stewards of its lands and waters since time immemorial.

3. Disclosure of Pecuniary Interest

4. Adoption of Agenda

5. Adoption of the Minutes from Previous Meeting

4 - 7

5.1. Minutes from the September 15, 2026 Meeting
Haliburton Highlands Ontario Provincial Police Detachment Board - 15 Sep 2026 - Minutes

6. Delegations/Presentations

8 - 28

6.1. Haliburton County's No Wrong Door/Crisis Protocol
Andrew Hodson, CSWB Committee Chair

No Wrong Door Collaborative Event Report - 051926
HSJC.Hal.Jan.25.10 Crisis Protocol (1)

6.2. Haliburton Highlands OPP Detachment : Staff
Victoria Preddy, HHOPP

6.3. Detachment Coin presentation
Detachment Commander Deb McClure, HHOPP

7. Items of Business

Page

29 - 104 7.1. Insurance Renewal
0056-oapsb-policy-CGL
0056-oapsb-policy-EO
DO_Master_Policy_Wording
CGL_Master_policy_wording

105 7.2. Police Governance Ontario membership renewal
PGO Membership 2027

8. Reports

106 - 107 8.1. Chair Update
Commissioner Response:
132-2026-4255 Fletcher Haliburton Highlands OPP Detachment Board Policing Costs - Signed

108 - 134 8.2. Detachment Commander Update
2026 11 04 - Detachment Board Report
2026 11 04 - Media Releases Haliburton Highlands OPP

9. Communication and Correspondence

135 - 156 9.1. Police Governance Ontario: Member Remuneration
Governance Report - OPPDB- Remuneration - Survey Summary 2026
OAPSB - OPP- Detachment Board - Remuneration - Survey Summary 2024

9.2. 30Forward National Survey (for eligible members of police service)
Qualtrics Survey | Qualtrics Experience Management

157 9.3. Resolution: 2026-2027 Policing Costs
Minden Hills - 10.08.26 Regular Council Meeting Res. 368

158 - 161 9.4. Resolution: Traffic Calming and Speed Mitigation Techniques
Township of Springwater Resolution C419-2026 re Huronia West OPP Resolution regarding Traffic Calming and Speed Mitigation Techn
Huronia West OPP Resolution regarding Traffic Calming and Speed Mitigation Techniques

11. Closed Session

11.1. Move into Closed Session

That in accordance with the Municipal Act Section 239(2)(b) Haliburton Highlands Ontario Provincial Police Detachment Board enter into Closed Session for the following reasons:

(b) personal matters about an identifiable individual, including municipal or local board employees

12. Notice of Upcoming Business

13. Date of Next Meeting

14. Adjournment

Haliburton Highlands Ontario Provincial Police Detachment Board Minutes

Tuesday, September 15, 2026
1:00 PM
County Council Chambers

The Haliburton Highlands Ontario Provincial Police Detachment Board convened a meeting on Tuesday, September 15, 2026 at 1:00 PM in the County Council Chambers with the following in attendance:

Members:	Andrew Fletcher, Public Appointee Andrew Hodgson, Provincial Appointee Councillor Bob Carter, Mayor of Minden Hills Warden Dave Burton, Mayor of Highlands East Mayor Walt McKechnie, Mayor, Dysart et al
Regrets:	Andy Chvedukas, Public Appointee Deputy Warden Liz Danielsen, Mayor of Algonquin Highlands
Staff:	Sue Tiffin, Director of Community Outreach

1. Call to Order

2. Land Acknowledgement

3. Disclosure of Pecuniary Interest

4. Adoption of Agenda

Motion # 33-2026
Moved by: Andrew Hodgson
Seconded by: Councillor Bob Carter

That the agenda for the September 15, 2026 meeting of the Haliburton Highlands Ontario Provincial Police Detachment Board be approved as amended.

Carried

5. Adoption of the Minutes from Previous Meeting

5.1. Minutes from the July 22, 2026 Meeting

Motion # 34-2026
Moved by: Andrew Hodgson
Seconded by: Mayor Walt McKechnie

That the minutes from the July 22, 2026 meeting of the Haliburton Highlands Police Detachment Board be hereby approved.

Carried

6. Delegations/Presentations

6.1.

Detachment presentation - Kerri Robinson, Administrative Support, Haliburton Highlands OPP Detachment, provided some insight as to how the administrative staff supports the detachment.

7. Items of Business

7.1. Letter to Ministry of Rural Affairs and OPP Commissioner re: the Cost Recovery Model

Letter has been drafted and is ready to be sent.

8. Reports

8.1. Chair Update

Andrew Fletcher updated the board on the following items:
Letter from Solicitor-General regarding 2027 Costs
Inspector General annual report
Police governance, including budget
New Police Governance Ontario website portal
Detachment Commander performance review
Detachment Commander vacation – Sept. 16 - Oct 5
Andrew vacation – Sept. 25 - Oct 6

8.2. Detachment Commander Update

The Detachment Commander reviewed the update as submitted.

Motion # 35-2026
Moved by: Councillor Bob Carter
Seconded by: Andrew Hodgson

That the items 8.1 Chair Update and 8.2 Detachment Commander Update be accepted as information.

Carried

9. Communication and Correspondence

9.1. Police Governance Ontario: Waterloo Regional Police Services Board v Waterloo Regional Police Senior Officers' Association

9.2. Police Governance Ontario: PGO's submission on Bill 119

Motion # 36-2026
Moved by: Warden Dave Burton
Seconded by: Mayor Walt McKechnie

That the items under Communication and Correspondence 9.1 Police Governance Ontario: Waterloo Regional Police Senior Officers' Association and 9.2 Police Governance Ontario: PGO's submission on Bill 119 be accepted as information.

Carried

10. Inspector General Memo

10.1. **IG Memorandum - July 24, 2026**

Motion # 37-2026
Moved by: Andrew Hodgson
Seconded by: Councillor Bob Carter

That the item 10.1 Inspector General memorandum be received as information.

Carried

11. Closed Session

12. Notice of Upcoming Business

13. Date of Next Meeting

13.1. Proposed meeting dates:

- Monday, November 2, 2026: 1 p.m. to 4 p.m.
- Wednesday, November 4, 2026: 1 p.m. to 4 p.m.

The next meeting of the HHOPPDB will be Wednesday, November 4 at 1:00 p.m. in the Council Chambers at 12 Newcastle Street, Minden.

14. Adjournment

Motion # 38-2026
Moved by: Councillor Bob Carter
Seconded by: Andrew Hodgson

That the September 15, 2026 meeting of the Haliburton Highlands Ontario Provincial Police Detachment Board is adjourned at 2:14 p.m.

Carried

Certified Correct

Chair

Recording Secretary

No Wrong Door Collaborative Event Report

Haliburton Highlands Human Services and Justice Coordinating Committee (HSJCC) & Haliburton County Community Safety and Well-Being (CSWB) Advisory Committee Working Group

May 19, 2026

Prepared by:
Lauren Hunter & Heather Reid
Arising Collective

Contents

Introduction 2

Event Participation and Outline 2

Report Language and Framing 3

Collaborative Event Summary 3

Challenges and Barriers 3

Themes Related to 'No Wrong Door' 4

Creative Remedies 5

Conclusions and Next Steps 6

Appendix A: No Wrong Door Collaborative Event Agenda 9

Appendix B: Role and Control Matrix 10

Introduction

Many communities across the country are feeling the pressures of an increased need for human and social services, particularly in the face of growing cost of living concerns and inflation. In Haliburton County, where the socio-economic conditions are particularly challenging, many service providers had long strived to follow a 'No Wrong Door' approach to ensure that community members connected with the resources they needed, no matter who they called or contacted first.

Over time, and particularly in the aftermath of the COVID-19 pandemic, there appears to have been a shift away from this approach. In order to explore whether a return to 'No Wrong Door' was feasible, the Haliburton Highlands Human Service and Social Justice Coordinating Committee (HSJCC) and the Haliburton County Community Safety and Well Being Advisory Committee (CSWB) brought together service providers from across Haliburton County for a facilitated discussion on the topic.

Event Participation and Outline

Members of the human, social, community, and municipal services sectors gathered for a full-day session on Thursday, April 30 from 10 AM to 3 PM at the Minden Community Centre. A total of 71 people participated in the session, along with 2 facilitators from Arising Collective.

It should be noted that participants occupied many different roles at agencies, including front-line staff and service delivery, management, and leadership team members. Small group table assignments were created in advance by the HSJCC/CSWB Working Group, to ensure a mix of representation from different agencies at each table.

Objectives of the event were to explore the 'No Wrong Door' approach and how it could be revitalized, uncover barriers to service delivery facing individual organizations and the collective, and begin to identify creative remedies to those barriers.

An agenda package was provided to participants in the days before the session. The package included the event agenda, a set of reflection questions for consideration ahead of time, a summary of relevant background information about the realities of service delivery in Haliburton County, and a summary of the emergence and evolution of the 'No Wrong Door' approach. The agenda is included in Appendix A.

This report provides a summary of the event, along with recommendations for next steps.

Report Language and Framing

Throughout the discussions, participants used a variety of terms to refer to those who seek and receive the services offered by their agencies. For the purposes of this report, the word 'client' refers to community members who are seeking and/or receiving services.

Additionally, in the opening statements of the event, the facilitators encouraged participants to 'speak on your own behalf'. Accordingly, the summary contained in this report represents the individual and personal perceptions participants have of the challenges facing service delivery in Haliburton County, the role of their individual agency in addressing those challenges, and the potential remedies that could help to strengthen service delivery.

Collaborative Event Summary

The session began with words of welcome and a land acknowledgement. This was followed by brief presentations on the background information contained in the agenda package.

Participants were then encouraged to introduce themselves at their small group tables. Each participant offered their name, agency, and role, along with identifying **one thing that was working for them when it came to service delivery** in Haliburton County.

Overwhelmingly, the responses focused on the **strong relationships and connections** between individuals at different agencies. This included comments about being on a first name basis with other providers, as well as being reliable and responsive to each other.

Additional responses included:

- A collegial spirit in the county, with a willingness to be creative and work 'outside the box'
- Meeting clients where they are at, both physically and emotionally
- The important role and contributions of local volunteers

Challenges and Barriers

The second activity of the day consisted of small group discussions about the challenges and barriers to service delivery in the community. Participants were encouraged to brainstorm freely about the challenges they had faced, whether as individuals or as members of the broader services sector.

In recognition that some challenges and barriers may be uncomfortable to speak out loud to the full room, the facilitators encouraged each small group to map their

responses onto a 'Role and Control' matrix (see Appendix B). This allowed for a more anonymized reporting process, while creating space for participants to consider which issues were ones where they believed they could potentially have an impact, compared those that may require broader social and/or political buy-in.

In working with the matrix, participants were encouraged to discuss the four quadrants to ensure there was a shared understanding at their table before plotting items on the wall at the community centre. Groups were also encouraged to put ideas beside the matrix if they didn't fit into a particular quadrant. It should be noted that some challenges and barriers showed up in multiple quadrants, demonstrating that this exercise surfaced personal perceptions about the role of agencies to improve service delivery, as well as the extent to which they believe they have control over those particular issues.

Themes Related to 'No Wrong Door'

During the lunch break, the facilitators reviewed and collated all of the responses to the second activity. They then created list of the major themes that had emerged and were more directly related to revitalizing the 'No Wrong Door' approach. These themes are as follows:

- High staff turnover creating challenges for **on-going interagency collaboration**, leading to a need for strengthened communication, networking, relationship-building, and cooperation. Although collaboration was noted as something that was working for a number of participants in the first exercise of the day, many also identified this as a challenge, which likely points to inconsistent experiences among agencies and the need to standardize approaches.
- **Referral processes** creating barriers for access, including that those processes are sometimes unknown to those outside the agency in question, are overly complicated, cannot be completed by third parties (such as other local service providers), have long wait lists, and have requirements that are not easy for someone to meet (such as obtaining a signature from a primary care practitioner).
- **Intake processes** were also noted as creating barriers, including that some require multiple forms to be completed, which can be quite long and complicated, and that the process can be overly bureaucratic.
- **Services are not always accessible**, particularly in terms of having more limited or less frequent hours of operation, as well as many still being virtual and/or technology-based.

- A general **lack of knowledge and understanding about who does what in the community**, both in terms of public understanding as well as among agencies and staff themselves.

These themes were presented back to participants after lunch, as a way to help re-focus the afternoon on areas most related to the 'No Wrong Door' approach, as well as those where agencies might have both a role to play and some control over how the issues could be addressed.

Creative Remedies

The last activity consisted of a small group discussion focused on what participants and their agencies would need to transition back to the 'No Wrong Door' approach, as well as what else would be needed for the service provider community as a whole to successful move back to the approach.

Each small group was asked to take notes and then report back to the full room, as well as to provide their notes to the facilitators at the end of the day. Notes have been summarized and categorized by theme below. The first two themes are directly related to revitalizing the 'No Wrong Door' approach.

Advance Supportive Policies and Practices

- Develop a **centralized referral process**, including a common consent process and accountability measures to ensure referrals are completed or at least followed-up on
- Develop a simple, **shared intake process** to ensure consistency and reduce duplication
- Advocate for and implement a **unified system for data and information sharing**
- Update the **Crisis Protocol** for Haliburton County
- Restart a local **24-hour hotline** that anyone can call to access help for themselves or others
- Create a **system navigation role** – or identify a current position with the ability to take on this responsibility – to act as a single point of contact, make referrals, and support clients
- Create a **shared 'playbook' about the 'No Wrong Door' approach** with relevant definitions (No Wrong Door, warm hand-offs) and best practices for implementation
- **Embed the 'No Wrong Door' approach into agency values/guiding principles** and policies
- Create pathways for this approach to be informed by those with **lived and living experience**

Strengthen Interagency Trust, Relationships, and Communications

- Develop a **Community Resource Directory** that includes information about all service providers in the county, is available online and in hard copy, and is updated on a regular basis. *Note: County of Haliburton is in the process of finalizing a new 'Blue Book' that would meet this need.*
- Work to **rebuild trust** between service providers
- Hold an **annual (or semi-annual) service providers meeting** to share information and connect
- Create more **regular, informal opportunities** for service providers to connect and network
- Consider **interagency training** opportunities, both to increase knowledge and build relationships
- **Orient new staff and management to Haliburton County**, including inviting to events, making introductions, encouraging job shadowing with other agencies, and providing information about the realities of service delivery in the area
- Improve **interagency collaboration** to support the 'No Wrong Door' approach

Other Suggestions to Improve General Service Access and Delivery

- **Raise awareness** about available services through varied social media platforms, posters in bathrooms, and at unrelated community events (to reduce stigma)
- Continue to **advance transportation solutions** by creating clear policies for transporting clients, advocating for public transit, and discussing use of agency vehicles
- Work to **minimize bureaucracy** where possible
- **Advocate for increased funding** to expand services to meet the growing needs of the community
- Provide or partner together to **support better access to technology**

Conclusions and Next Steps

Throughout this process and the event, it was clear that service providers do see value in working towards a revitalization of the 'No Wrong Door' approach. The event served to highlight the strong potential of this approach in improving service delivery and access within Haliburton County, while validating that the perceived shift away from the approach had indeed occurred.

The creative remedies identified by participants on the previous page provide many of the concrete steps that will be required for this change to occur, the facilitation team recommends the following next steps for the HSJCC/CSWB Working Group:

1. Identify how and in what ways the various collaborative networks (HSJCC, CSWB, and the Haliburton County Service Provider Network at a minimum) should be involved in shepherding the move back to 'No Wrong Door'.
    a. Consider having one network or a working group of representatives from all three taking the lead, with a strong commitment to regular reporting-back both to the other tables as well as the broader group of service providers.
    b. Use this report, alongside the Working Group's own understanding of service delivery challenges and remedies, to inform a report back to the broader HSJCC and CSWB Advisory Committee.

2. Once a lead group has been identified, have the group use this report and the HSJCC/CSWB Working Group's report to create an implementation roadmap that outlines:
    a. Where follow-up discussions with agencies will be required in order to better understand the initial shift away from the 'No Wrong Door' approach, ensure buy-in to collaboratively address systemic barriers, and explore the creation of an updated crisis protocol for Haliburton County.
    b. Which remedies can be implemented easily and with few additional resources (i.e. the 'low-hanging fruit'), and how best to encourage their implementation.
    c. Which remedies will require additional support, such as from upper management at service provider agencies and decision-makers at various levels of government, and how best to encourage consideration of the remedies by those groups.

3. Share the implementation roadmap back out to the full group of participants, with an opportunity for further validation and commitments (such an online survey that allows participants to offer resources or support), as well as a pledge to host a follow-up gathering in a year to demonstrate accountability, foster momentum, and provide an opportunity for reconnection and networking.

4. Consider creating a succession plan to ensure that the implementation roadmap, as well as the 'No Wrong Door' approach itself, will be able to live on regardless of staff turnover and retirements.

The facilitation team appreciates all of the time, energy, passion, and care that went into planning for this collaborative event, engagement in the day, and taking forward these ideas to benefit community members in Haliburton County.

Appendix A: No Wrong Door Collaborative Event Agenda

Session Logistics

Date: Thursday, April 30, 2026
Time: Doors open at 9:30 AM, session from 10:00 AM to 3:00 PM (with lunch)
Location: Minden Community Centre, 55 Parkside Street, Minden

Session Objectives

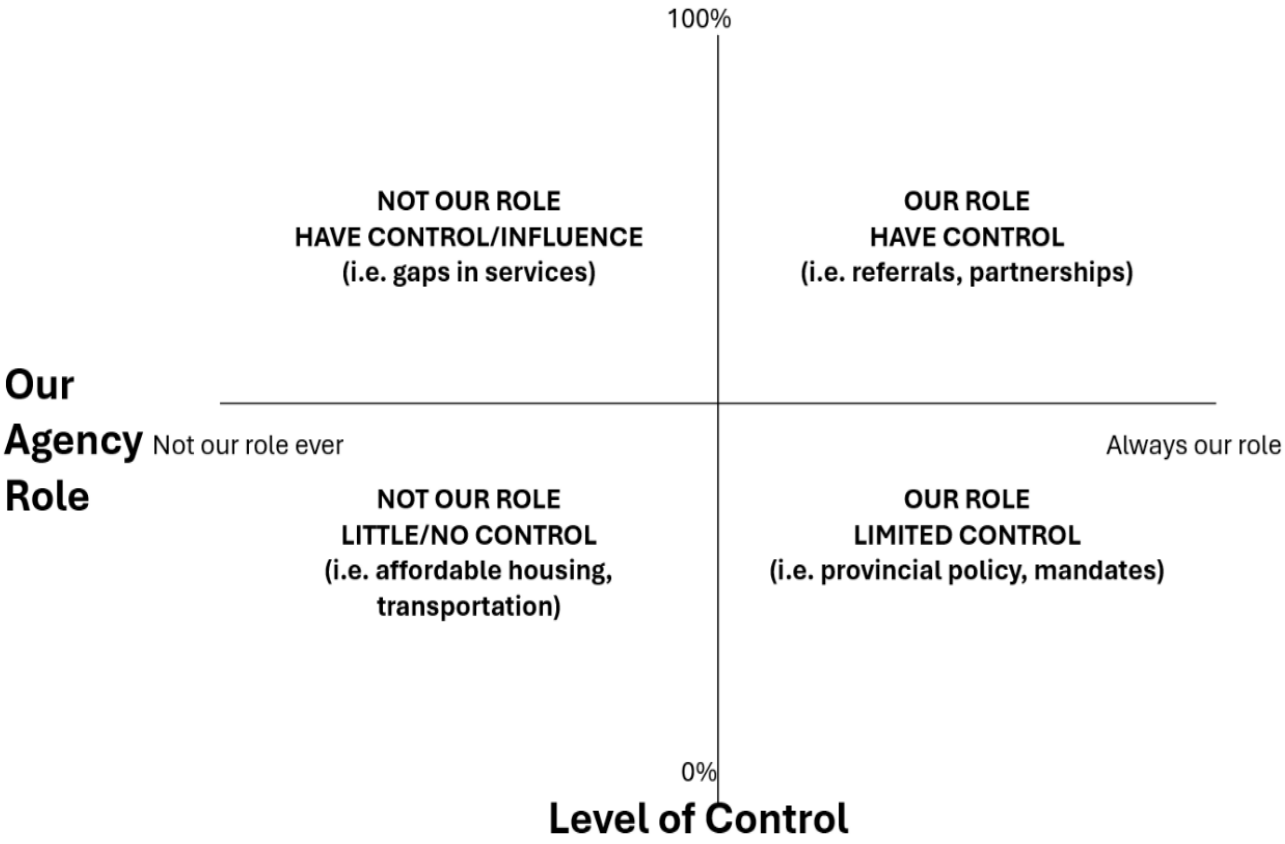
- Explore the 'No Wrong Door' approach and how it can be revitalized
- Uncover barriers to service delivery facing individual organizations and the collective
- Begin to identify creative remedies to those barriers

Session Agenda

9:30	Doors Open, Registration, and Morning Refreshments	
10:00	Welcome, Land Acknowledgement, and Introductions	
10:05	Housekeeping, Guidelines for Collaboration, Who is Here, and Framing the Day	
10:20	LEARN	**Service Delivery Realities of Haliburton County**
10:30	LEARN	**Post-Pandemic Challenges and Overview of No Wrong Door**
10:40	CONNECT	**Small Group Connection and Reflection** Introduce yourselves and share a response to question 1 (working well) **Large Group Debrief** Share one example with the larger group
11:00	REFLECT & SHARE	**Small Group Reflection** Discuss responses to reflection question 2 (challenges/barriers) **Mapping Exercise** Review responses and map them to a role & control matrix
12:15	LUNCH	*Catered lunch provided*
1:00	LEARN	**Matrix and Summary Presentation** Themes captured so far, with time for questions and reflections

1:15	IDENTIFY THE REMEDIES	**Small Group Discussions** Groups work with key challenges/barriers that have emerged to explore further and identify creative remedies to address them **Full Group Discussion** Report back to the whole with results and identify next steps
2:45	WRAP UP	Next Steps and General Reflections

Appendix B: Role and Control Matrix



No Wrong Door Collaborative Event Matrix Results

Haliburton Highlands Human Services and Justice Coordinating Committee (HSJCC) & Haliburton County Community Safety and Well-Being (CSWB) Advisory Committee Working Group

May 19, 2026

Prepared by:
Lauren Hunter & Heather Reid
Arising Collective

Role and Control Matrix Exercise Results

During the No Wrong Door collaborative event on April 30, participants used a 'Role and Control' matrix to report-back on their discussions about the challenges and barriers facing service deliver in Haliburton County. The following represents the results of that exercise, which demonstrate participants' individual perceptions about the role of their agency in addressing the challenges and barriers that surfaced, as well as the amount of control their agency has to affect positive change.

Results have been separated by the quadrant of the matrix they were placed in, and each quadrant is named at the top of the table. Results have not been rank-ordered.

Our Role & Have Control ***(examples: creating directories, cross-promotion of services)***	
• Sharing information about services and supports, publicly and among agencies, and understanding who does what	• Failure to meet people where they are physically, technologically, emotionally, and continuously, and the need to treat clients with respect
• Clients overwhelmed with the number of services	• Clients having to share stories many times
• Relationships, communication, and networking with other agencies, as well as a lack of cooperation especially important in complex cases	• Partnerships are overburdened, and there is a need to redistribute referrals, especially as there is a lack of referrals from some partners
• Staff burnout	• Funding silos and need for funding advocacy
• Service providers cover large regions making it challenging to provide equitable service	• Gap of knowledge among management about what is happening on the ground
• Referral challenges (multiple referral forms, a need to accept third party referrals, and unknown or non-existent referral pathways)	• Accessibility of services (consider not entirely tech/virtual-based, clear/simple language, intake processes can create barriers, hours of operation)
• Not having consent to share personal information	• Provider transitions and need for warm hand-offs
• Amount of documentation needed for services	• Training of staff and volunteers

Our Role & Have Control ***(examples: creating directories, cross-promotion of services)***	
• Online services present challenges (lack of internet, device access, skills, and abilities)	• Need to revisit the circle of care philosophy for service planning
• Providing current education where and how people learn	• Rigidity around service delivery protocols and processes, especially for intake
• Lack of clarity/understanding of privacy policies	• Apply rural/remote equity lens to service delivery
• Education on child protective services & changes	• Wait lists

Our Role & Little/No Control ***(examples: provincial or federal mandates)***	
• Rural challenges and isolation for clients	• Harms of social media and screentime
• Agency administrators located outside the County	• Need for person-first policies
• Reliance on/need for volunteers	• Safety for staff in community
• Sharing resources/space access	• Need for collaborative service delivery
• Lack of housing	• Lack of home care for needed services
• Lack of awareness of gender-based violence as safety issue	• Transitions from youth to adult services, and gaps in services for youth, 16–18-year-olds
• Lack of in-person services	• Limited time frame for funding projects/grants
• Agency/legal/policy restrictions creating incentives for people to 'work around' policies	• Increased expectations in roles but reduction in budgets
• Lack of funding	• Small population base for fundraising
• Staff turnover, burnout, and lack of coverage	• Referrals – wait times, third party not allowed
• Student attendance at school, walking safety	• Complicated intake processes

Our Role & Little/No Control ***(examples: provincial or federal mandates)***	
• Lack of primary care practitioners (especially as some funding forms require their signature)	• Staff liability and safety when working outside of their scope
• Transportation – need for safety, volunteer drivers	• Political pressures

Not Our Role & Have Control ***(examples: partnerships/advocacy for accessing other services)***	
• Burnout	• Wrong/outdated information held by the public
• Stigma (towards client and within agencies), biases, and client fear of being recognized	• Policy and decision-makers are outside the community (different areas have different needs)
• Lack of rural equity for services, gaps	• Lack of activities for young people
• Transportation for clients	• Divert funding to fill gaps (for example: Dual Diagnosis, Brain Injury)
• Staff knowledge of legislation/mandates (without which can lead to mixed message for clients)	• Complex situations – we can identify and influence management systems
• Ministry staff turnover	• Complexity of needs and client situations

Not Our Role & Little/No Control ***(examples: housing or transportation)***	
• Affordability (food, fuel, utilities, OSAP)	• Organizations understaffed and maxed out
• Lack of housing	• Home care
• Lack of transportation	• High demand and increased complex cases
• Access to technology (phone, internet, cell service)	• Bureaucracy (many long forms/paper)
• Lack of funding	• Urban solutions for rural situations

Not Our Role & Little/No Control *(examples: housing or transportation)*	
• Provincial policies/mandates (PHIPA, siloed services, childcare)	• Weather/climate change (long winters, electricity outages, floods, ice storms)
• Staff turnover	• Hard to obtain consent/buy-in for referrals
• Access to services based on location/not in County	• Lack of substance use resources/supports
• Seasonal employment	

CRISIS PROTOCOL for HALIBURTON COUNTY

Background:

During the period from 1996 to 2004 Crisis Services in Haliburton County were provided by Haliburton Highlands Mental Health (HHMHS). Services were primarily delivered to the consumers of the mental health program and to those who accessed emergency care and/or acute care through Haliburton Highlands Health Services.

In 2004 the Ministry of Health and Long Term Care funded centralized Crisis services across the four counties of Haliburton, COKL, Peterborough and Northumberland.

The Canadian Mental Health Association (CMHA), Peterborough is the lead agency associated with this initiative. Initially, Crisis Services were "phased in" and by December 2005 services for Haliburton County were fully operational - 24 hours per day, 7 days per week.

Purpose:

Provision of crisis services in Haliburton County.

To establish the criteria and means by which the people of Haliburton County can either access or be referred to community Crisis services and back to the appropriate service.

To utilize the combined resources of the Canadian Mental Health Association (CMHA), Peterborough Branch; Haliburton Highlands Mental Health Services (HHMHS) and other collateral Services serving Haliburton County in the manner that will best ensure accessibility, responsiveness and system continuity.

To develop and implement a collaborative integrated system response amongst the stakeholders.

To provide a **One-number** point of access and intake for Haliburton County.

Continuum (Basket) of Services:

Crown's Office – City of Kawartha Lakes
Police Services (OPP);
Emergency Services (EMS);
Health Services HHHS – Emergency and Acute Care;
Primary Care – Family Physicians and Family Health Care Teams;
Four County Crisis;
Mental Health Services;
Schedule I. (Peterborough Regional Centre, Ross Memorial Hospital, Ontario Shores)
Point in Time (previously Family Services)
YWCA
FourCAST
Court Diversion
ACTT
Kawartha/Haliburton Victim Services
ConnexOntario

Criteria:

Self-Referral (Self Identified) or more specifically, people in Haliburton County:

1. who are 16 (*** 14 where psychosis may be suspected) years of age or older; and
2. who are experiencing difficulty with daily living; or
3. whereby a personal or family concern/crisis is encountered; or
4. whereby the crisis situation arises from issues associated with safety, housing, school, work, financial, legal, moods, thoughts or behaviour.

Note: Justice Service and/or Human Service providers may be instrumental in either encouraging or facilitating referrals.

Crisis Referral Process:

Services associated with 4 County Crisis and Haliburton Highlands Mental Health are of a voluntary nature.

The key objective is to simplify and streamline access to crisis services in Haliburton County.

The Haliburton Highlands Mental Health Team and the Four County Crisis Team are working together in an integrated format in conjunction with local primary services in order to facilitate seamless entry.

Therefore, there are existing assurances that a **single** telephone call is sufficient to gain access to the following: - Telephone assessment, intervention and support,

- Mobile crisis response,
- Short-term follow-up/case management,
- Counselling and treatment,
- Addictions counselling
- Intensive case management and
- Safe beds.

- Call the local Mental Health (HHMHS) office in Minden Monday to Friday between **8:30 a.m. and 4:30 p.m. @ 1-800-320-8111**.

- Call the Four County Crisis Office in Peterborough **24 Hour @ 1-866-995-9933**

Description of Services:

- **911** — **24 Hour EMS (Ambulance)**
  24 Hour Police

- **1-888-310-1122** — **OPP 24 Hour Police Service, ComCentre**

- **1-866-995-9933** — **24 Hour Four County Crisis (non-medical) Service**
  - 24 Hour telephone support and intervention.
  - Mobile crisis response.
  - Short-term case management (up to 10 wks).
  - Referral to intensive case management.
  - Referral to safe beds (located in Peterborough).

- **1-800-320-8111** — **Haliburton Highlands Mental Health Services**
  Business Hours – 8:30 a.m. to 4:30 p.m.
  - Crisis management.
  - Counselling & treatment.
  - Intensive case management.
  - Transitional housing.
  - Early psychosis intervention (14 to 45).

- **286-1431** — **Haliburton Highlands Detachment, OPP**
  - Victim Assistance (K/HVS) referral

- **286-2288** — **Haliburton Highlands Health Services, Minden**
  - 24 Hour Emergency care

- **457-1392** — **Haliburton Highlands Health Services, Haliburton**
  - 24 Hour Emergency Care
  - Acute Care

- **457 1212** — **Haliburton Highlands Family Health Team**
  - Primary Care
  - Short-term Case Management

Local & Regional Human Services (24 hr/7)

Four County Crisis (Ptbo.) **1–866-995–9933**
- **"Safe Beds"** - Short term residential crisis
- Telephone support/intervention

Kawartha/Haliburton Victim Service **1–800–574-4401**
- victims of crime

YWCA - Women's Centre (Haliburton County) **1-800-461-7656**
- **Shelter**, crisis & support line

Women's Resources (Lindsay) **1-800-565-5350**
- **Shelter** and crisis line

Youth Emergency Shelter (Peterborough) **1-705-748-3851**
- **Shelter** for Youth 16-24

A Place Called Home (Lindsay) **1-866-520-2689**
- **Shelter** and shelter crisis

Kawartha Sexual Assault Centre (Peterborough) **1–866-298-7778**
- **Crisis Line** intervention and support

Local Emergency Departments & Regional Hospitals (24 hr/7)

HHHS – Minden **1-705-286-2288**
- Emergency Dept.

HHHS – Haliburton **1-705-457-1392**
- Emergency Dept.

Ross Memorial Hospital **1-705-324-6111**
- Inpatient Mental Health

Peterborough Regional Centre **1-705-743-2121**
- Inpatient Mental Health

OTHER HUMAN & JUSTICE SERVICES

Haliburton Highlands Mental Health Service

1–800-320–8111

- 8:30 – 4:30 Monday – Friday
- Walk in (Minden Office) or call during Business Hours
- Crisis Worker on call each day
- Early psychosis intervention (age 14-35)

Point in Time Centre for Children Youth & Parents

1-705-457– 5345

- 8:30 – 4:30 Monday – Friday
- Crisis worker on call for children and youth during business hours
- Ongoing counselling and support for children, youth and parents

CMHA – City of K L Branch (Lindsay) 1-705-328-2704

- **Court Diversion**
- **Court Support**

John Howard Society (Minden) 1-705-286-

- Programs for families, youth and adults

Four Counties Addiction Services (FourCAST) 1-705-286-4077

- Alcohol, drug and gambling related addictions/concerns

Four Counties Acquired Brain Injury Association

1-800-854-9738

- Support for persons with brain injuries

Ontario Works (Welfare) 1- 705-286-4085

Ontario Disability (Lindsay) 1-800-656-3555

- Income support and employment support

Adult Protective Services 1-705-457-4548

- Support for developmentally handicapped adults

CONNEX Ontario 1-866-531-2600

- **Mental Health & Addictions Information**

McFarlan Rowlands Insurance Brokers Inc

Definity Insurance Company
(HERINAFTER CALLED THE INSURER)
CERTIFICATE POLICY
FORMING PART OF MASTER Policy No: 40362047-0056

NAME OF CERTIFICATE HOLDER

Haliburton Highlands Ontario Provincial Police Detachment Board

POSTAL ADDRESS OF CERTIFICATE HOLDER

P.O. Box 399
Minden, Ontario K0M 2K0

BROKER/AGENT 16895

MCFARLAN ROWLANDS INSURANCE BROKERS INC.
503 York Street
London, Ontario N6B 1R4

INSURANCE PERIOD	FROM			TO			TOTAL PREMIUM FOR THIS CERTIFICATE OF INSURANCE
12:01 a.m. Standard Time at the Postal Address of the CERTIFICATE HOLDER as stated herein	2026	09	27	2027	09	27	$675.00
	Year	Month	Day	Year	Month	Day	

THE MASTER POLICY CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE

This Certificate Policy is issued in accordance with and subject to all provisions, agreements, conditions, and coverage terms of the Master Policy 40362047. A copy of the Master Policy and the applicable products wordings, conditions, exclusions and limitations will be made available to the Certificate Holder upon request to McFarlan Rowlands Insurance Brokers Inc.

DECLARED OPERATIONS AS DESCRIBED ON THE MASTER POLICY:
POLICE SERVICE BOARD

LOCATION: ADDRESS OF POLICE SERVICE BOARD DETACHMENT

PART 1 - PROPERTY

COVERAGE	FORM	DEDUCTIBLE	LIMIT	PREMIUM
Commercial Building, Equipment and Stock				
Co-Insurance 90%	2182	$1,000	$100,000	$75
Water Damage Deductible Endorsement	6530	$2,500	Included	Included

PART 2 - LIABILITY

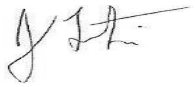
COVERAGE	FORM	DEDUCTIBLE	LIMIT	PREMIUM
EXPERT® CYBER	4358	$1,000	$50,000	$100
COMMERCIAL GENERAL LIABILITY	2294	$1,000	$5,000,000	$450
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	2294		$5,000,000	Included
PERSONAL AND ADVERTISING INJURY	2294		$5,000,000	Included
MEDICAL PAYMENTS	2294		$25,000	Included
TENANTS LEGAL LIABILITY	2294		$500,000	Included
EMPLOYERS BODILY INJURY COVERAGE	2299OAPSB		$1,000,000	Included
S.P.F. 6 STANDARD NON-OWNED AUTOMOBILE	6063		$1,000,000	$50
S.E.F 96 and AB-SEF 96 - Contractual Liability Endorsement	6663			Included
S.E.F 99 and AB-SEF 99 - Excluding Long Term Leased Vehicles	6664			Included
S.E.F. 94 and AB-S.E.F. 94 - Legal Liability for Damage to Hired Automobiles Endorsement	5644		$50,000	Included

This Certificate Policy describes basic information, such as, the term of insurance, the premium, your name, address, the location description where the property is insured, coverage description and their form numbers and the limits of coverage. It is important to let your broker know immediately if there is a change to any of the information you have provided.

Detailed coverage wordings, endorsements, conditions, exclusions, terms, and conditions is provided by a Master Policy which is held by McFarlan Rowlands Insurance Brokers. The broker will provide upon request a copy of the Master Policy along with the applicable wordings.

This Certificate Policy is a legal contract which has been designed for you based on the information you provided to the broker at the time you completed your application. If this information provide is not accurate, it may impact a loss settlement, including but not limited to a denial of coverage.

In Witness Whereof the INSURER has executed this policy as evidenced by the signature of the authorized representative.



Josh Fentin
Authorized Representative
McFarlan Rowlands Insurance Brokers Inc.

24-hour claims service - 1-800-607-2424

CANCELLATION OF CERTIFICATE

The undersigned Insured named in Certificate no. **40362047-0056** and renewal certificates (if any), hereby acknowledges the cancellation thereof effective as of ..... at 12:01 A.M. standard time and agrees that all liability of the Insurer with respect to accidents, losses, or damage occurring on or after that date is hereby terminated.

Signature of Mortgagee

Signature of Insured

Definity Insurance Company
(HERINAFTER CALLED THE INSURER)
CERTIFICATE POLICY
FORMING PART OF MASTER Policy No: 40363560-0056

NAME OF CERTIFICATE HOLDER

Haliburton Highlands Ontario Provincial Police Detachment Board

POSTAL ADDRESS OF CERTIFICATE HOLDER

P.O. Box 399
Minden, Ontario K0M 2K0

BROKER/AGENT 9283

MCFARLAN ROWLANDS INSURANCE BROKERS INC.
503 York Street
London, Ontario N6B 1R4

INSURANCE PERIOD	FROM			TO			TOTAL PREMIUM FOR THIS CERTIFICATE OF INSURANCE
12:01 a.m. Standard Time at the Postal Address of the CERTIFICATE HOLDER as stated herein	2026	09	27	2027	09	27	$2,825.00
	Year	Month	Day	Year	Month	Day	

THE MASTER POLICY CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE

This Certificate Policy is issued in accordance with and subject to all provisions, agreements, conditions, and coverage terms of the Master Policy TBD. A copy of the Master Policy and the applicable products wordings, conditions, exclusions and limitations will be made available to the Certificate Holder upon request to McFarlan Rowlands Insurance Brokers Inc.

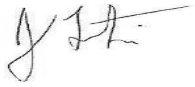
COVERAGES	LIMIT	DEDUCTIBLE	PENDING OR PRIOR DATE
A. Individual Non-Indemnified Liability	$5,000,000	$0	As above
B. Individual Indemnified Liability	$5,000,000	$2,500	As above
C. Entity Liability	$5,000,000	$2,500	As above
D. Employed Lawyers' Claim	$5,000,000	$0	As above
E. Spousal Liability	$5,000,000	$0	As above
F. Workplace Violence Expense	$250,000	$0	As above
G. Derivative Demand Evaluation	$250,000	$0	As above
Professional Service Extension (E&O) per Endorsement	$1,000,000 Sub-Limit	$2,500	As above
General Aggregate Limit for Insuring Clauses A-G and Professional Services Extension	$20,000,000	Not Applicable	Not Applicable
Additional Limit of Liability Dedicated for Insured Persons	$1,000,000	Not Applicable	Not Applicable
General Annual Aggregate Limit of Liability Dedicated for Insured Persons	$1,000,000	Not Applicable	Not Applicable
Endorsements from Inception: **MANU (03/2021) Amended Definition of Loss** **MANU (10/2022) Crisis Management Coverage** **MANU (09/2024) Professional Services Extension (E&O) and Limit - $1,000,000** **MANU (09/2024) Police Association Manuscript Endorsement** **MANU (08/2024) Schedule of Organization and Pending or Prior Date Endorsement**	Not Applicable	Per Endorsement	Not Applicable

This Certificate Policy describes basic information, such as, the term of insurance, the premium, your name, address, the location description where the property is insured, coverage description and their form numbers and the limits of coverage. It is important to let your broker know immediately if there is a change to any of the information you have provided.

Detailed coverage wordings, endorsements, conditions, exclusions, terms, and conditions is provided by a Master Policy which is held by McFarlan Rowlands Insurance Brokers. The broker will provide upon request a copy of the Master Policy along with the applicable wordings.

This Certificate Policy is a legal contract which has been designed for you based on the information you provided to the broker at the time you completed your application. If this information provide is not accurate, it may impact a loss settlement, including but not limited to a denial of coverage.

In Witness Whereof the INSURER has executed this policy as evidenced by the signature of the authorized representative.



Josh Fentin
Authorized Representative
McFarlan Rowlands Insurance Brokers Inc.

24-hour claims service - 1-800-607-2424

CANCELLATION OF CERTIFICATE

The undersigned Insured named in Certificate no.40363560-0056 and renewal certificates (if any), hereby acknowledges the cancellation thereof effective as of ..... at 12:01 A.M. standard time and agrees that all liability of the Insurer with respect to accidents, losses, or damage occurring on or after that date is hereby terminated.

Signature of Insured

EXPERT DIRECTORS AND OFFICERS LIABILITY FORM
(Not-For-Profit Organizations)

(This is a claims made insurance form - read it carefully)

WORDS AND PHRASES THAT APPEAR IN QUOTATION HAVE SPECIAL MEANING AS DEFINED IN THIS FORM

In consideration of the payment of the premium, and in reliance upon the statements made and information furnished in the "Application" and subject to the Limit stated in the "Declarations" and the terms and conditions contained herein, the "Insured" and "Insurer" agree:

SECTION I – INSURING CLAUSES

A. Individual Non-Indemnified Liability Coverage
The "Insurer" shall pay on behalf of an "Insured Person" "Loss" on account of a "Claim" first made against the "Insured Person" during the "Insurance Period", or the "Extended Reporting Period" if applicable, for a "Wrongful Act" to the extent that such "Loss" is not indemnified or paid by an "Organization".

B. Individual Indemnified Liability Coverage
The "Insurer" shall pay on behalf of an "Organization" "Loss" on account of a "Claim" first made against an "Insured Person" during the "Insurance Period", or the "Extended Reporting Period" if applicable, for a "Wrongful Act" to the extent an "Organization" indemnifies the "Insured Person" for or pays such "Loss" as permitted or required by law.

C. Entity Liability Coverage
The "Insurer" shall pay on behalf of an "Organization" "Loss" on account of a "Claim" first made against an "Organization" during the "Insurance Period", or the "Extended Reporting Period" if applicable, for an "Entity Wrongful Act".

D. Employed Lawyers' Claim Coverage
The "Insurer" shall pay on behalf of an "Insured Person" "Loss" for which the "Insured Person" becomes legally obligated to pay on account of any "Employed Lawyers' Claim" first made against the "Insured Person" during the "Insurance Period" or, if exercised, the "Extended Reporting Period", for a "Wrongful Act" committed, attempted, or allegedly committed or attempted before or during the "Insurance Period" by an "Insured Person".

E. Spousal Liability Coverage
The "Insurer" shall pay on behalf of an "Insured Person" "Loss" if a "Claim" against an "Insured Person" includes a "Claim" against the lawful "Spouse" or "Common Law Partner" of such "Insured Person" solely by reason of such person's status as a "Spouse" or "Common Law Partner", or ownership interest in property by such "Spouse" or "Common Law Partner" which the claimant seeks as recovery for an alleged "Wrongful Act" of the "Insured Person". All "Loss" which such "Spouse" or "Common Law Partner" becomes legally obligated to pay on account of such "Claim" shall be treated for the purposes of this form as "Loss" which the "Insured Person" becomes legally obligated to pay on account of the "Claim" made against such "Insured Person". "Loss" applicable to "Insured Person"(s) shall also be applicable to **SECTION I – INSURING CLAUSES, E. Spousal Liability Coverage** and are subject to all limitations, conditions, provisions and other terms of coverage (including the deductible). However, coverage shall not apply to the extent any "Claim" alleges any act or omission by the "Spouse" or "Common Law Partner" of an "Insured Person".

F. Workplace Violence Expense Coverage
The "Insurer" shall reimburse an "Organization" for "Workplace Violence Expense" incurred by an "Organization" resulting from any "Workplace Violence" occurring during the "Insurance Period", provided that the Aggregate Limit of the "Insurer" for all "Workplace Violence Expense" shall not exceed the amount stated in the "Declarations" per "Insurance Period", which amount is part of, and not in addition to, the Aggregate Limit of the "Insurer" as stated in the "Declarations" of this form.

No deductible amount shall apply to Workplace Violence Expense Coverage.

G. Derivative Demand Evaluation Coverage
The "Insurer" shall pay on behalf of an "Organization" "Derivative Demand Evaluation Costs" which an "Organization" becomes legally obligated to pay on account of any "Derivative Demand" that is first made during the "Insurance Period", or, if exercised, during the "Extended Reporting Period", for a "D&O Wrongful Act" by an "Insured Person" during the "Insurance Period" in an aggregate amount not to exceed the amount stated in the "Declarations" per "Insurance Period", which amount is part of, and not in addition to, the Aggregate Limit stated in the "Declarations" of this form.

No deductible amount shall apply to such Derivative Demand Evaluation Coverage.

SECTION II – ADDITIONAL LIMIT OF LIABILITY DEDICATED FOR INSURED PERSONS

Notwithstanding anything in this form to the contrary, the Additional Limit of Liability Dedicated For Insured Persons, as stated in the "Declarations", shall be an additional Limit in an amount not to exceed the amount stated in the "Declarations" per "Insurance Period", which amount is in addition to, and not part of, the Aggregate Limit stated in the "Declarations".

The Additional Limit of Liability Dedicated For Insured Persons is available solely for "Loss" resulting from any "Claim" against an "Insured Person" covered under **SECTION I – INSURING CLAUSES, A. Individual Non-Indemnified Liability Coverage.**

The Additional Limit of Liability Dedicated For Insured Persons shall be excess of any valid insurance applicable to such "Insured Person"(s) that is specifically excess to this form and such excess insurance must be completely exhausted by payment of "Loss" or "Defense Costs" thereunder before the "Insurer" shall have any obligation to make any payment on account of the Additional Limit of Liability Dedicated For Insured Persons.

SECTION III – DEFINITIONS

Where used in quotation marks in this form:

1. "Administration" means with respect to any "Benefit Program":
   (a) interpreting or giving counsel to an "Employee"(s); or
   (b) effecting enrollment, termination or cancellation of an "Employee"(s) under any "Benefit Program".

2. "Application" means:
   (a) any portion of an application given to the "Insurer" for this form, including any attachments, written information and materials provided to the "Insurer" by or on behalf of an "Insured" for the purposes of underwriting this form by the "Insurer"; and
   (b) any warranty provided to the "Insurer" within the past three years in connection with any form of which this form is a renewal or replacement.

3. "Benefit Program" means any "Employee Benefit Plan", "Government Benefit Program" or any "Pension Benefit Plan".

4. "Benefits" means perquisites, fringe benefits, payments in connection with an "Employee Benefit Plan" and any other payment, other than salaries and wages, to or for the benefit of an "Employee" arising out of the employment relationship.

5. "Claim" means:
   (a) a written notice or demand for damages or non-monetary relief, including but not limited to injunctive relief;
   (b) a civil proceeding commenced by the service of a notice of action, a statement of claim, a complaint or similar pleading;
   (c) a criminal proceeding commenced by: (a) an arrest, or (b) a return of an indictment, information or similar document;
   (d) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;
   (e) an arbitration or mediation proceeding commenced by receipt of a demand for arbitration, demand for mediation or similar document;
   (f) an official request for "Extradition" of an "Insured Person" or the execution of a warrant for the arrest of an "Insured Person" where such execution is an element of "Extradition".
   (g) a civil, criminal, administrative or regulatory investigation or interview of an "Insured Person" for a "Wrongful Act" once such "Insured Person" is identified in writing by any investigating authority as a target of such investigation or interview, including when such "Insured Person" is served with a target letter or similar document; or
   (h) a written request first received by an "Insured" to toll or waive a statute of limitations relating to a potential "Claim" described in the definition of "Claim" (a) through (g) above;
   including any appeal therefrom.

   "Claim" shall not include any grievance or proceeding pursuant to a collective agreement.

6. "Common Law Partner" means either of two (2) persons who have:
   (a) cohabitated continuously in a conjugal relationship outside marriage for a period of at least one (1) year, or
   (b) cohabitated continuously in a conjugal relationship of some permanence outside marriage if they are the natural or adoptive parents of a child.

7. "Control Change" means:
   (a) the acquisition by another entity or person (or group of entities or persons acting in concert) of interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the board of directors, trustees, managers, management board or committee or equivalent positions of an "Organization"; or
   (b) the merger or consolidation of an "Organization" with another entity such that an "Organization" is not the surviving entity.

8. "Declarations" means the declarations summary page or any supplemental declarations applicable to this form.

9. "Defense Costs" means that part of "Loss" consisting of reasonable costs, charges, fees (including lawyers' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of "Insured Person"(s)) incurred in investigating, defending, opposing or appealing any "Claim" and the premium for appeal, attachment or similar bonds.

10. "Derivative Demand" means any written demand, by any party, upon the board of directors of an "Organization", to bring a civil proceeding in a court of law against an "Insured Person" for a "Wrongful Act" committed, attempted or allegedly committed or attempted by an "Insured Person" before or during the "Insurance Period".

11. "Derivative Demand Evaluation Costs" means reasonable costs, fees and expenses (other than regular or overtime wages, salaries, fees, or benefits of the directors, officers or "Employee"(s) of an "Organization") incurred by an "Organization" (including its Board of Directors or any committee of its Board of Directors) solely with respect to an internal inquiry and investigation required to determine whether it is in the best interest of an "Organization" to prosecute the claims alleged in a "Derivative Demand" and prior to any "Claim" first made in connection with such "Derivative Demand". In no event shall "Derivative Demand Evaluation Costs" include any costs, fees or expenses incurred in a "Claim".

12. "D&O Wrongful Act" means any actual or alleged defamation, breach of duty, neglect, error, misstatement, misrepresentation, omission or other act done or attempted by an "Insured Person" in the discharge of their duties solely in their capacity as an "Insured Person" of an "Organization" or any matter claimed against them solely by reason of their status as an "Insured Person".

13. "Employed Lawyer Professional Service" means legal services provided by an employee who is duly admitted and authorized to practice law within the jurisdiction in which he or she is providing such services but only where such services are being rendered exclusively to an "Organization". This definition solely applies to **SECTION I – INSURING CLAUSES, D. Employed Lawyers' Claim Coverage** of this form.

14. "Employed Lawyers' Claim" means any "Claim" where the "Wrongful Act" is directly in connection with the actual or alleged performance of, or the actual or alleged failure to perform, an "Employed Lawyer Professional Service" by the "Insured Person" who is named in the "Claim". This definition solely applies to **SECTION I – INSURING CLAUSES, D. Employed Lawyers' Claim Coverage** of this form.

15. "Employee" means any natural person whose labour or service is, was or will be engaged and directed by an "Organization", including a part-time, seasonal, leased, or temporary employee, intern or volunteer, including the estates, heirs, legal representatives or assigns of any said deceased, incompetent, insolvent or bankrupt individuals. "Employee" shall include any independent contractors if an "Organization" provides or is required to provide indemnification to such person in the same manner as is provided to "Employee"(s) of an "Organization".

16. "Employee Benefit Plan" means any Dental Services Plan, Group Sickness or Accident Insurance Plan, Private Health Services Plan, Supplementary Unemployment Benefit Plan, Sickness or Accident Insurance Plan, Disability Insurance Plan, Income Maintenance Insurance Plan, Disability Insurance

Plan, Income Maintenance Insurance Plan, Vacation Pay Trust, Employee Trust, or Salary Deferral Arrangement all as defined in the Income Tax Act of Canada.

17. "Employment Practices" means a "Wrongful Act" in connection with any actual or alleged wrongful dismissal, discharge or termination of employment, breach of any oral or written employment contract or quasi-employment contract, employment related misrepresentation, violation of employment discrimination laws (including workplace or sexual harassment), wrongful failure to employ or promote, wrongful discipline, retaliation, wrongful demotion, wrongful deprivation of a career opportunity, failure to grant tenure, negligent evaluation, employment-related invasion of privacy, employment-related defamation, or employment-related wrongful infliction of emotional distress. "Employment Practices" also includes a "Third Party Wrongful Act".

18. "Entity Wrongful Act" means:
(a) any actual or alleged breach of duty, neglect, error, omission, misstatement or misrepresentation done or attempted by an "Organization"; or
(b) liability alleged against an "Organization" arising out of "D&O Wrongful Act"(s) or "Employment Practices".

"Entity Wrongful Act" shall not include:
(i) liability based upon, arising from or in consequence of any actual or alleged unauthorized use or infringement of copyright, patent, trademark, trade name, trade dress, or service mark; any misappropriation of ideas, trade secrets or other intellectual property rights; any false patent marking; or any violation of a federal, provincial, local or foreign intellectual property law, or a rule or regulation promulgated under any such intellectual property law;
(ii) liability based upon, arising from or in consequence of any malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture by an "Organization"; or
(iii) liability based upon, arising from or in consequence of the rendering of, or failure to render, any "Professional Services" by an "Insured".

19. "Extended Reporting Period" means the extension of cover purchased pursuant to **SECTION V – CONDITIONS, 1. Extended Reporting Period** of this form.

20. "Extradition" means any formal process by which an "Insured Person" located in any country or state is surrendered to any other country or state for trial or otherwise to answer any criminal accusation, or the execution of a warrant for the arrest of an "Insured Person" where such execution is an element of "Extradition".

21. "Fiduciary" means an "Insured" acting as a fiduciary with respect to any "Employee Benefit Plan" or "Pension Benefit Plan".

22. "Fiduciary Wrongful Act" means any (i) breach of the responsibilities, obligations or duties imposed upon fiduciaries of an "Employee Benefit Plan" or a "Pension Benefit Plan" by the Pension Benefits Standards Act, 1985 of Canada or the common or statutory law of Canada or any of its provinces or territories, as amended; (ii) any negligent act, error or omission by any "Fiduciary" in the "Administration" of any "Benefit Program"; or (iii) any other matter claimed against a "Fiduciary" solely because of their service as a "Fiduciary" of an "Employee Benefit Plan" or "Pension Benefit Plan".

23. "Financial Impairment" means the financial position of an "Organization" as a debtor as that term is defined and used in Canada within the provisions of the Bankruptcy and Insolvency Act, rules, regulations, orders and orders in council promulgated thereunder and amendments thereto, and, without limiting the generality of the foregoing, shall occur when (i) any receiver, conservator, liquidator, trustee, sequestrator or similar official has been appointed by a federal, provincial, territorial, or state court, agency or official or by a creditor to take control of, supervise, manage or liquidate an "Organization", or (ii) a reorganization proceeding relating to an "Organization" has been brought in Canada under the Companies' Creditors Arrangement Act, rules, regulations, orders or orders in council promulgated thereunder and amendments thereto, or (iii) an "Organization" becomes a debtor in possession under the United States Bankruptcy Code or the equivalent of a debtor in possession under the law of any other country, provided that the court or other judicial or administrative body overseeing the receivership, conservatorship, liquidation, rehabilitation, bankruptcy or equivalent proceeding has denied a request by an "Organization", or other party determined to have standing, for authorization of an "Organization" to indemnify an "Insured Person" for "Loss" and provided further that the "Insurer" may, in its sole discretion, waive the foregoing requirement.

24. "Full Annual Premium" means the premium level in effect immediately prior to the effective date of cancellation or expiry.

25. "Government Benefit Program" means any benefit program created by statute, of which the capital is administered, or the contingent liabilities are assumed by a government or governments or any agency thereof, including without limitation workers compensation, unemployment, social security and disability benefit programs.

26. "Insurance Period" means the period from the inception date of this form to the expiration date as stated in the "Declarations" or a shorter period in the event coverage under this form is cancelled.

27. "Insured" means an "Organization" and an "Insured Person"

28. "Insured Person" means:
(a) any past, present or future duly elected, appointed or de facto director, officer, trustee, governor, general counsel, risk manager, management committee member or management board member (including equivalent executive positions in foreign jurisdictions) of an "Organization", while acting within the scope of his/her duties as such, including estates, heirs, legal representatives or assigns of any said deceased, incompetent, insolvent or bankrupt "Insured Person";
(b) any "Employee" of an "Organization" only if and to the extent a "Claim" is made against him/her for "Employment Practices", a "Fiduciary Wrongful Act", an "ODL Wrongful Act", or an "Employed Lawyers' Claim"; or
(c) any "Employee" of an "Organization" only if and to the extent a "Claim" is made against him/her for a "D&O Wrongful Act" insomuch as they are named as a de facto director or officer.

29. "Insurer" means the company stated in the "Declarations".

30. "Interrelated Wrongful Acts" means "Wrongful Act"(s) that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.

31. "Loss" means the amount which an "Insured" becomes legally obligated to pay as a result of any "Claim", including:
(a) compensatory damages, including but not limited to amounts for which an "Insured Person" is statutorily liable due to the insolvency of an "Organization" (including penalties and interest related to such statutory liabilities) pursuant to any Canadian federal, provincial or territorial law;
(b) punitive or exemplary damages first rendered by a court in Canada or the United States;

(c) civil fines or civil penalties assessed against an "Insured Person" pursuant to the Corruption of Foreign Public Officials Act of Canada or any equivalent federal, provincial, territorial, state or other governmental law, if and to the extent such fines or penalties are insurable under the law of the jurisdiction in which such fines or penalties are assessed;
(d) judgments, including pre-judgment and post-judgment interest;
(e) settlements; and
(f) "Defense Costs".

32. "ODL Wrongful Act" means a "D&O Wrongful Act" committed in an "Outside Capacity".

33. "Organization" means:
(a) the "Parent Organization";
(b) any "Subsidiary" at the inception date of this form and any former "Subsidiary"; however, coverage is afforded only with respect to "Wrongful Act"(s) occurring while a "Subsidiary";
(c) any "Subsidiary" acquired or created after the inception date of this form on condition that:
(i) written notice, together with full information thereof, is provided to the "Insurer" within ninety (90) days of the acquisition or creation of any new "Subsidiary" whose total consolidated assets exceed fifty per cent (50%) of the total consolidated assets of an "Organization" as reflected in the most recent audited consolidated financial statements of an "Organization" prior to such acquisition or creation;
(ii) coverage shall apply only to "Wrongful Act"(s) occurring subsequent to the effective date of such acquisition unless the "Insurer" agrees, after receipt of a complete "Application" and all appropriate information, to provide coverage for "Wrongful Act"(s) occurring prior to such acquisition; and
(iii) an additional premium as may be required by the "Insurer" be paid.

34. "Outside Capacity" means service by an "Insured Person" in an "Outside Entity" as any:
(a) director or officer;
(b) manager or member of the Board of Managers;
(c) trustee, regent, governor; or
(d) equivalent executive position of any of the foregoing, but solely during the time that such service is with the knowledge and express consent of an "Organization".

35. "Outside Entity" means:
(a) in Canada, any not-for-profit corporation or non-share corporation incorporated under Part II of the Canada Corporations Act, under the Canada Not-for-Profit Corporations Act (NFP Act) or under any similar provisions of any provincial or territorial act;
(b) in the United States of America, any non-profit corporation, community chest, fund organization or foundation exempt from federal income tax in the United States of America as an organization described in Section 501(c)(3), Internal Revenue Code of 1986, as amended; or
(c) any equivalent non-profit corporation under any similar applicable law in any country other than Canada or the United States of America;
that is not included in the definition of "Organization".

36. "Parent Organization" means the entity named in the "Declarations".

37. "Pension Benefit Plan" means any plan defined as a pension plan in the Pension Benefits Standards Act, 1985 of Canada or any similar federal, provincial or territorial law of Canada, as amended.

38. "Pollutants" means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued under or by the Canadian Environmental Protection Act, the United States Environmental Protection Agency or any federal, provincial, territorial, state, county, municipal or local counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. "Pollutants" shall also mean any other air emission, odour, waste water, oil, oil products, infectious or medical waste, asbestos or asbestos products and any noise.

39. "Premise" means the buildings, facilities or properties occupied by an "Organization" in conducting its business.

40. "Professional Services" means professional services which are performed for others for a fee.

41. "Spouse" means either of two persons who:
(a) are married to each other, or
(b) have together entered into a marriage that is voidable or void, in good faith on the part of the person asserting the relationship.

42. "Subsidiary" means:
(a) any entity while more than fifty percent (50%) of the outstanding securities representing the present right to vote for election of or to appoint directors, trustees, managers, members of the management board or committee or equivalent positions of such entity are owned, or controlled, by the "Parent Organization", directly or through one or more "Subsidiaries";
(b) any entity while:
(i) exactly fifty percent (50%) of the voting rights representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers or equivalent positions of such entity are owned, or controlled, by the "Parent Organization", directly or through one or more "Subsidiaries"; and
(ii) the "Parent Organization", pursuant to a written contract with the owners of the remaining and outstanding securities of such entity, solely controls the management and operation of such entity; or
(c) any foundation, charitable trust or political action committee while such entity is controlled by the "Parent Organization".

43. "Third Party" means any natural person who is a customer, vendor, service provider, client or other business invitee of an "Organization".

44. "Third Party Wrongful Act" means any actual or alleged:
(a) discrimination against a "Third Party", including but not limited to any such discrimination on account of race, colour, religion, age, disability or national origin; and
(b) harassment, including but not limited to, unwelcome sexual or gender harassment, committed or attempted by an "Organization" or by an "Insured Person" while acting in his capacity as such.

45. "Workplace Violence" means any intentional and unlawful act:
(a) of deadly force involving the use of a lethal weapon; or

(b) the threat of deadly force involving the display of a lethal weapon, which occurs on or in the "Premise" and which did or could result in bodily injury or death to an "Insured Person".

46. "Workplace Violence Expense" means the reasonable fees and expenses, or cost of:
(a) an independent security consultant for ninety (90) days following the date "Workplace Violence" occurs;
(b) an independent public relations consultant for ninety (90) days following the date "Workplace Violence" occurs; and
(c) a counseling seminar for "Employee"(s) conducted by an independent consultant following a "Workplace Violence";

47. "Wrongful Act" means:
(a) Solely with respect to **SECTION I – INSURING CLAUSES, A. Individual Non-Indemnified Liability Coverage**, and **SECTION I – INSURING CLAUSES, B. Individual Indemnified Liability Coverage**, a "D&O Wrongful Act", "Employment Practices", a "Fiduciary Wrongful Act", an "ODL Wrongful Act", and/or an "Employed Lawyers' Claim".
(b) Solely with respect to **SECTION I – INSURING CLAUSES, C. Entity Liability Coverage,** an "Entity Wrongful Act", "Employment Practices" and/or a "Fiduciary Wrongful Act".

SECTION IV – EXCLUSIONS

The "Insurer" shall not be liable for "Loss" on account of any "Claim":

1. Prior Notice
based upon, arising from or in consequence of any fact, circumstance, situation, transaction, event or "Wrongful Act" that, before the inception date stated in the "Insurance Period" of the "Declarations", was the subject of any notice accepted under any insurance form or policy of which this form is a direct or indirect renewal or replacement;

2. Pending or Prior Proceedings
based upon, arising from or in consequence of any written demand, suit or other proceeding pending against, or order, decree or judgment entered for or against an "Insured", on or prior to the applicable Pending or Prior Proceedings Date stated in the "Declarations", or the same or substantially the same fact, circumstance or situation underlying or alleged therein;

3. Bodily Injury/Property Damage
for bodily injury, mental anguish, humiliation, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof or injury resulting from false arrest, detention, imprisonment, wrongful entry or eviction.

However, this exclusion shall not apply to:
(a) "Defense Costs" arising from a "Claim" pursuant to section 217.1 of the Criminal Code of Canada (as amended by Bill C-45);
(b) "Defense Costs" arising from a "Claim" pursuant to Bill 168, the Ontario Occupational Health and Safety Act, or any equivalent provincial or federal legislation;
(c) any allegation of mental anguish in a "Claim" for "Employment Practices".

4. Pollution
based upon, arising from or in consequence of any alleged or threatened discharge, dispersal, release or escape of "Pollutants" into or upon real or personal property, the atmosphere or water, whether such discharge, dispersal, release or escape is intentional or accidental, or resulting from any direction or request to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize "Pollutants".

However, this exclusion shall not apply to:
(a) allegations of retaliatory treatment in a "Claim" for "Employment Practices".
(b) "Loss" arising from any "Claim" made directly or derivatively by a securityholder of an "Organization" in his/her right as such provided that such "Claim" is brought totally without the solicitation, assistance, participation or intervention of an "Insured Person" or an "Organization"; or
(c) "Loss" arising from a non-securityholder "Claim" to the extent it is covered under **SECTION I – INSURING CLAUSES, A. Individual Non-Indemnified Liability Coverage.**

"Loss" under Subsections (a) and (b) of this **Exclusion 4.** shall not include costs associated with the monitoring, cleanup, removal, containment, treatment, detoxification or neutralization of "Pollutants".

5. Organization versus Insured
brought by or on behalf of an "Organization";

However, this exclusion shall not apply to:
(a) "Claim"(s) made derivatively, provided such "Claim"(s) are brought totally without the solicitation, assistance, participation or intervention of an "Insured Person" or an "Organization";
If any whistleblower protection of an applicable federal, provincial, local or foreign securities law affords protection to an "Insured Person", such "Claim" shall not be considered to be brought with the solicitation, assistance, participation or intervention of an "Insured Person" or an "Organization";
(b) "Claim"(s) brought by a liquidator, receiver, creditors committee, trustee in bankruptcy, administrator, monitor, examiner or rehabilitator; or
(c) "Defense Costs" arising from a "Claim" made against an "Insured Person" to the extent it is covered under **SECTION I – INSURING CLAUSES, A. Individual Non-Indemnified Liability Coverage.**

6. Outside Entity versus Insured
for a "Wrongful Act" by an "Insured Person" while serving in an "Outside Capacity" where such "Claim" is brought:
(a) by an "Outside Entity" against an "Insured Person" who is acting in his or her "Outside Capacity" in such "Outside Entity" at the time such "Claim" is first made, except with respect to a "Claim" brought as a securityholder "Derivative Demand"; or
(b) by a director, officer, trustee, governor or equivalent position of an "Outside Entity" in any capacity against an "Insured", except with respect to a "Claim" for contribution or indemnity arising from another "Claim" otherwise covered under this form.

7. Conduct
based upon, arising from or in consequence of:

(a) any deliberately fraudulent act or omission, or any willful violation of any statute or regulation, by an "Insured", if a final, non-appealable adjudication in any underlying proceeding or action (which shall not include a declaratory proceeding or action brought by or against the "Insurer") establishes such an act or omission or violation; or

(b) an "Insured" having gained any profit, remuneration or other advantage to which such "Insured" was not legally entitled, if a final, non-appealable adjudication in any underlying proceeding or action (which shall not include a declaratory proceeding or action brought by or against the "Insurer") establishes the gaining of such profit, remuneration or advantage,

provided that:

(i) no fact pertaining to, conduct of or knowledge possessed by an "Insured Person" shall be imputed to any other "Insured Person"; and

(ii) only facts pertaining to, conduct of and knowledge possessed by any chief financial officer, chief executive officer or chief operating officer (or any equivalent position to any of the foregoing) of an "Organization" shall be imputed to such "Organization".

8. Nuclear

based upon, arising from or in consequence of:

(a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

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

9. Contract

against an "Organization" based upon, arising from or in consequence of any liability in connection with any oral or written contract or agreement to which an "Organization" is a party, provided that this **Exclusion 9.** shall not apply to the extent that such "Organization" would have been liable in the absence of such contract or agreement and is applicable only to **SECTION I – INSURING CLAUSES, C. Entity Liability Coverage**;

10. Antitrust

against an "Organization" based upon, arising from or in consequence of any actual or alleged violation of any applicable law with respect to the Competition Act, business competition or unfair trade practices including price fixing, restraint of trade, monopolization, or any violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder or in connection with such statutes; or any similar provision of any federal, provincial or local statutory law or common law anywhere in the world provided that this **Exclusion 10.** is applicable only to **SECTION I – INSURING CLAUSES, C. Entity Liability Coverage**;

11. Personal Injury

against an "Organization" based upon, arising from or in consequence of any libel, slander, oral or written publication of defamatory or disparaging material, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, malicious use or abuse of process, assault, battery or loss of consortium provided that this **Exclusion 11.** is applicable only to **SECTION I – INSURING CLAUSES, C. Entity Liability Coverage**;

12. Purchase Price of Securities/Dividends

against an "Organization" based upon, arising from or in consequence of any "Loss" attributable to:

(a) the actual or proposed payment by an "Organization" of an allegedly inadequate or excessive price or consideration for the purchase of securities issued by an "Organization"; or

(b) any dividends or other distributions of corporate profits of an "Organization" to any securityholder of an "Organization".

Provided that this **Exclusion 12.** is applicable only to **SECTION I – INSURING CLAUSES, C. Entity Liability Coverage** and does not apply to "Defense Costs".

13. Debt or Equity Offering

based upon, arising from or in consequence of any offering of any equity or debt issued by an "Organization" or "Outside Entity" on any public exchange during the "Insurance Period", provided that this **Exclusion 13.** shall not apply to private placements or an oppression application brought by securityholders of an "Organization" under the provisions of the applicable federal or provincial legislation.

14. Human Rights

for any violation of responsibilities, obligations or duties imposed by the Canadian Human Rights Act, Employment Equity Act (Canada), Employment Standards Act (Ontario), the Canada Labour Code, or any other law concerning wage and hour practices, including but not limited to any Claim for off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of "Employee"(s) as exempt or non-exempt, failure to timely pay wages (including overtime pay), benefits, improper payroll deductions, failure to maintain accurate time records, conversion, unjust enrichment, or unfair business practices provided this **Exclusion 14.** shall not apply to any "Claim" for any actual or alleged retaliatory treatment of the claimant by an "Insured" on account of the claimant's exercise of rights pursuant to any such law, rule or regulation or for any other actual or alleged violation of any whistleblower statute or law and this **Exclusion 14.** is applicable only to "Employment Practices".

15. Canada Labour Code

for any violation of the responsibilities, obligations or duties imposed in Canada under the Canada Labour Code, Parts I and II, including any of the following: a lockout, strike, picket line, hiring of replacement workers, outsourcing or other similar actions in connection with labour disputes or labour negotiations provided this **Exclusion 15.** is applicable only to "Employment Practices".

16. Collection of Contributions owed to Benefit Programs

based upon, arising from or in consequence of the failure to collect from employers any contributions owed to a "Benefit Program", unless the failure is because of the negligence of an "Insured" and provided this **Exclusion 16.** shall not apply to "Defense Costs".

17. Benefits Due to a Benefit Program

which constitutes "Benefits" due or to become due under the terms of a "Benefit Program" unless, and to the extent that, (i) an "Insured" is a natural person and the "Benefits" are payable by such "Insured" as a personal obligation, and (ii) recovery for "Benefits" is based upon a covered "Fiduciary Wrongful Act", provided this **Exclusion 17.** shall not apply to "Defense Costs".

SECTION V – CONDITIONS

1. Extended Reporting Period

If the "Insurer" refuses to renew this form, or if the "Parent Organization" cancels or fails to renew this form, and provided there are no outstanding premiums due hereunder, the "Parent Organization" shall have the right to elect within sixty (60) days after the effective date of cancellation or expiry of this form and upon payment of a premium calculated as a percentage (see below) of the "Full Annual Premium" to purchase an extension of the cover

granted by this form for any "Claim"(s) made against an "Insured" during the period indicated below, but only with respect to any "Wrongful Act" occurring prior to the date of such cancellation or expiry.

Premium Calculation:
One Year Option: 75%
Two Years Option: 125%
Three Years Option: 150%
Four Years Option: 170%
Five Years Option: 185%
Six Years Option: 200%

If the "Extended Reporting Period" is purchased, the entire premium shall be deemed earned at its commencement without any obligation by the "Insurer" to return any part thereof and it shall not in any way increase the Limit stated in the "Declarations".

The acceptance by the "Parent Organization" of the offer by the "Insurer" of a new form relieves the "Insurer" of any obligation it may have had to provide "Extended Reporting Period" coverage under this form.

2. Computation of Limits Payable

(a) The "Insurer" will pay "Loss" in excess of the deductible stated in the "Declarations" up to the Limit.
(b) All "Claim"(s) arising out of the same "Wrongful Act" and all "Interrelated Wrongful Acts" shall be deemed one "Claim", and such "Claim" shall be deemed to have originated in the earliest "Insurance Period" in which a "Claim" is first made against an "Insured" alleging any such "Wrongful Act" or "Interrelated Wrongful Acts".
(c) If a "Claim" triggers more than one (1) deductible amount, the highest of such deductible amounts shall be deemed the deductible amount applicable to "Loss" arising from such "Claim".
(d) The fact that this form may be extended by virtue of the exercise of the "Extended Reporting Period" shall not in any way increase the Limit stated in the "Declarations".
(e) "Defense Costs" shall be in addition to, and not part of, the applicable Limit stated in the "Declarations", and payment of "Defense Costs" shall not reduce or exhaust such applicable Limit provided that when such applicable Limit is exhausted by payment of "Loss" other than "Defense Costs", any obligation of the "Insurer" to pay "Defense Costs" shall cease.

3. Notice & Reporting

(a) An "Insured" shall, as a condition precedent to exercising any right to coverage under this form, give to the "Insurer" written notice of any "Claim" as soon as practicable after the chief executive officer, chief financial officer, in-house general counsel, or any person with the responsibility for the management of insurance claims (or any equivalent position to any of the foregoing) of an "Organization" becomes aware of such "Claim", but in no event later than:
  (i) if this form expires (or is otherwise terminated) without being renewed with the "Insurer", ninety (90) days after the effective date of such expiration or termination; or
  (ii) the expiration date of the "Extended Reporting Period", if applicable, provided that if the "Insurer" sends written notice to the "Parent Organization" stating that this form is being terminated for non-payment of premium, an "Insured" shall give to the "Insurer" written notice of such "Claim" prior to the effective date of such termination.
(b) If during the "Insurance Period", or any applicable "Extended Reporting Period", an "Insured" becomes aware of circumstances which could give rise to a "Claim" and gives written notice of such circumstances to the "Insurer", then any "Claim" subsequently arising from such circumstances shall be deemed made against an "Insured" during the "Insurance Period" in which such circumstances were first reported to the "Insurer", provided any such subsequent "Claim" is reported to the "Insurer" as soon as practicable, but in no event later than ninety (90) days after the chief executive officer, chief financial officer, in-house general counsel or any person with the responsibility for the management of insurance claims (or any equivalent position to any of the foregoing) of an "Organization" becomes aware of such "Claim".
(c) An "Insured" shall give to the "Insurer" such information, assistance and cooperation as the "Insurer" may reasonably require and shall include in any notice under Subsections (a) or (b) above a description of the "Claim" or circumstances, the nature of the alleged "Wrongful Act", the nature of the alleged or potential damage, the names of the actual or potential claimants, and the manner in which such "Insured" first became aware of the "Claim", circumstances or alleged "Wrongful Act".
(d) If the effective date of termination of this form is a Saturday, Sunday or Statutory Holiday, any Claim reported to the "Insurer" on the business day immediately following the termination date will be deemed to have been reported within the "Insurance Period" or the "Extended Reporting Period".

Notice to the "Insurer" under this form shall be given in writing to the address as stated in the Declarations.

A notice shall be effective on the date of receipt by the "Insurer".

4. Presumptive Indemnification

If an "Organization" fails or refuses, other than for reason of "Financial Impairment", to indemnify an "Insured Person" for "Loss" to the fullest extent permitted by statutory or common law, then any payment by the "Insurer" of such "Loss" shall be excess of the deductible for **SECTION I – INSURING CLAUSES, B. Individual Indemnified Liability Coverage** stated in the "Declarations".

Furthermore, if an "Organization" refuses or fails within sixty (60) days of an "Insured Person"'s written request for indemnification, to advance, pay or indemnify an "Insured Person" for "Loss" on account of a "Claim", then upon the reporting of the "Claim" pursuant to **SECTION V – CONDITIONS, 3. Notice & Reporting**, the "Insurer" shall advance "Defense Costs" until such time that an "Organization" accepts an "Insured Person"'s request for indemnification or the applicable Limit as stated in the "Declarations" has been exhausted, whichever occurs first.

5. Defense and Settlement

(a) The "Insurer" shall have the right and duty to defend any "Claim" made against an "Insured" for which coverage is provided under this form, except that where such "Claim":
  (i) is for an "ODL Wrongful Act"; or
  (ii) is first brought outside of Canada or the United States;
  it shall be the duty of the "Insured", and not the "Insurer", to defend the "Claim".

  Where it is the duty of an "Insured" to defend, the "Insured" shall not select defense counsel without the written consent of the "Insurer", which shall not be unreasonably withheld. The "Insurer" shall have the right and shall be given the opportunity to effectively associate with the "Insured" in the investigation, defense and settlement of any "Claim" for which coverage is provided under this form. "Defense Costs" shall be paid, excess of any applicable deductible, on a current basis.

In no event shall an "Insured" incur any "Defense Costs", settle or offer to settle any "Claim", assume any contractual obligation or admit any liability without the written consent of the "Insurer", which shall not be unreasonably withheld. The "Insurer" shall not settle any "Claim" without the written consent of the "Insureds" involved in the "Claim".

The obligation of the "Insurer" to defend or continue to defend any "Claim" ends once the available Limit is exhausted.

(b) The "Insurer" may make any investigation it deems necessary and may, with the consent of the "Insured", make any settlement of any "Claim" it deems expedient. If such "Insured" withholds consent to such settlement (the Proposed Settlement), the liability of the "Insurer" for all "Loss" on account of such "Claim" shall not exceed:
   (i) the amount of the Proposed Settlement plus "Defense Costs" incurred up to the date of refusal to settle such "Claim" by the "Insured"; plus
   (ii) fifty percent (50%) of any "Loss" and/or "Defense Costs" in excess of the amount in Subsection (b) (i) above, incurred in connection with such "Claim"; subject in all events to the applicable deductible and the available Limit stated in the "Declarations". The remaining fifty percent (50%) of "Loss" and/or "Defense Costs" in excess of the amount in Subsection (b) (i) above will be carried by the "Insured" at its own risk and will be uninsured.

6. Allocation

If an "Insured" who is afforded coverage for a "Claim" incurs an amount consisting of both "Loss" that is covered by this form and also "Loss" that is not covered by this form because such "Claim" includes both covered and uncovered matters, then coverage shall apply as follows:

(a) the "Insurer" shall pay one hundred percent (100%) of "Defense Costs" incurred by such "Insured" on account of such "Claim" as covered "Loss"; and

(b) all remaining "Loss" incurred by such "Insured" in connection with such "Claim" shall be allocated between covered "Loss" and uncovered "Loss" based upon the relative legal exposures of the parties to such matters, which shall be determined upon settlement or final adjudication of the "Claim".

In the event that the "Insured" and "Insurer" cannot otherwise agree on the allocation of "Loss", the issue of allocation shall be submitted to final and binding arbitration pursuant to the Arbitration Act of the Canadian province or territory in which the form was issued, with no right of appeal. In the absence of such provincial or territorial legislation, the Arbitration Act of Ontario shall govern. In such arbitration, one arbitrator shall be appointed by the "Insured", one arbitrator shall be appointed by the "Insurer" and a third independent arbitrator shall be selected by arbitrators appointed by the "Insured" and the "Insurer". The fees and disbursements of the arbitrators shall be shared equally by the "Insured" and "Insurer", who shall otherwise bear their own costs of the arbitration.

7. Priority of Payments

(a) The "Insurer" shall pay "Loss" covered under this form in the order in which such "Loss" is presented to the "Insured" for payment. Should the "Insurer" determine that the Limit shall not be sufficient to cover all such presented "Loss", the "Insurer" shall:
   (i) first pay "Loss" for which coverage is provided under **SECTION I – INSURING CLAUSES, A. Individual Non-Indemnified Liability Coverage**, then
   (ii) with respect to whatever remaining amount of the Limit is available after payment under Subsection (a) above, pay such "Loss" for which coverage is provided under any other Insuring Clause.

(b) Except as otherwise provided in Subsection (a) above, the "Insurer" may pay covered "Loss" as it becomes due under this form without regard to the potential for other future payment obligations under this form.

8. Other Insurance or Indemnity

(a) If any "Loss" under this form is insured under any other valid and collectible insurance form or policy (other than a form or policy that is issued specifically as excess of the insurance afforded by this form), this form shall be excess of and shall not contribute with such other insurance, regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

(b) Any coverage afforded under this form for a "Claim" in connection with an "Insured Person" serving in an "Outside Capacity" for an "Outside Entity" shall be specifically excess of any indemnity (other than any indemnity provided by an "Organization") and insurance available to such "Insured Person" by reason of serving in such "Outside Capacity".

(c) If any "Claim" made against an "Insured Person" serving in an "Outside Capacity" gives rise to coverage both under this form and under any other form or policy of insurance issued by the "Insurer" or any subsidiary or affiliate of the "Insurer" to any other entity, then any payment under such other insurance shall reduce any applicable Limit under this form by the amount of such payment.

9. Representations and Severability

(a) In granting coverage to the "Insured"(s), the "Insurer" has relied upon the declarations and statements in the "Application". Such declarations and statements are the basis of the coverage and shall be considered as incorporated in and constituting part of this coverage.

(b) The "Application" for coverage shall be construed as a separate "Application" for coverage by each "Insured Person". With respect to the declarations and statements in such "Application", no information or knowledge possessed by an "Insured Person" shall be imputed to any other "Insured Person".

(c) However, in the event that such "Application" contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the "Insurer", then no coverage shall be afforded for any "Claim" based upon, arising from or in consequence of any such misrepresentations with respect to:
   (i) an "Insured Person" who knew of such misrepresentations (whether or not such "Insured Person" knew such "Application" contained such misrepresentations) or an "Organization" to the extent it indemnifies any such "Insured Person"; or
   (ii) an "Organization" if any past or present chief executive officer or chief financial officer (or any equivalent position to any of the foregoing) of the "Parent Organization" knew of such misrepresentations (whether or not such individual knew such "Application" contained such misrepresentations).

(d) The "Insurer" shall not be entitled under any circumstances to void or rescind this coverage with respect to an "Insured".

10. Non-Renewal

If the "Insured" submits a completed renewal "Application" and the "Insurer" decides not to offer any renewal terms for this form, the "Insurer" shall provide written notice to the broker of the "Insured" and the "Insurance Period" will be extended, if necessary, to ensure that the form expiration date is at least sixty (60) days subsequent to the date of such notice of non-renewal. If an extension of the "Insurance Period" is required, the additional premium shall be computed on a pro rata basis.

11. Cancellation

This form may be cancelled by the "Insured" by the "Parent Organization" delivering written notice by mail, by facsimile or by hand to the "Insurer" stating when thereafter such cancellation shall be effective. This form may be cancelled by the "Insurer" because of non-payment of premium by said delivery of written notice of cancellation to the "Parent Organization" at the address stated in the "Declarations" stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. The delivery of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the "Insurance Period".

Unearned premium shall be computed on a pro rata basis. The cheque payable and delivered to the "Parent Organization" as aforesaid by the "Insurer" shall be a sufficient tender of any refund of premium due hereunder. Payment or tender of any unearned premium by the "Insurer" shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

12. Control Change
In the event of a "Control Change", coverage under this form shall continue until its expiry, but only with respect to "Claim"(s) for "Wrongful Act"(s) occurring prior to the effective date of the "Control Change", unless the "Insurer" is notified in writing of the "Control Change" prior to its effective date and agrees to provide coverage for "Wrongful Act"(s) occurring after the effective date of the "Control Change" on whatever terms, conditions and limitations it deems appropriate including payment of any reasonable additional premium required by the "Insurer".

13. Financial Impairment
The "Financial Impairment" of an "Insured" shall not relieve the "Insurer" of its obligations nor deprive the "Insurer" of its rights or defenses under this form.

14. Action Against the Insurer
No action shall be taken against the "Insurer" unless, as a condition precedent thereto, an "Insured"(s) shall have been in full compliance with all the terms of this form.

15. Subrogation
In the event of any payment under this form, the "Insurer" shall be subrogated to the extent of such payment to all the rights of recovery of an "Insured"(s), and "Insured"(s) shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the "Insurer" effectively to bring suit in the name of an "Insured"(s) or an "Organization".

The "Insurer" shall not exercise its right of subrogation against an "Insured Person" unless **SECTION IV – EXCLUSIONS, 7. Conduct** applies.

16. Territory
Unless otherwise endorsed hereon, this form applies to any "Claim" anywhere in the world.

17. Canadian Currency
All limits, premiums and other amounts as expressed in this form are in Canadian Currency. If judgment is rendered, settlement is denominated or any element of "Loss" under this form is stated in a currency other than Canadian dollars, payment under this form shall be made in Canadian dollars at the rate of exchange published in The Globe and Mail on the date the final judgment is reached, the amount of settlement is agreed upon or any element of "Loss" is due, respectively.

18. Authorization
The "Parent Organization" stated in the "Declarations" hereby agrees to act on behalf of all "Insured"(s) with respect to this form.

19. Amendment/Assignment
No change in, modification of, or assignment of interest under this form shall be effective except when made by written endorsement to this form which is signed by an authorized representative of the "Insurer".

20. Violation of Economic or Trade Sanctions
No "Insurer" shall be deemed to provide cover and no "Insurer" shall be liable to pay any "Loss" or provide any benefit included hereunder to the extent that such cover, payment of such "Loss" or provision of such benefit would expose that "Insurer" to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada.

21. Statutory Conformity
In the event that the terms and conditions of this form are in conflict with the statutes of the province in which this form is issued, the provisions that confers greater rights or benefits on the "Insured" shall govern, provided that such greater rights and benefits are permitted under the applicable legislation.

AMENDED DEFINITION OF LOSS

This endorsement changes the form. Please read it carefully.

This endorsement modifies insurance provided under the following:

ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM or EXPERT DIRECTORS AND OFFICERS LIABILITY FORM

It is hereby agreed that **SECTION III – DEFINITIONS** 31. "Loss" is deleted in its entirety and replaced with:

31. "Loss" means the amount which an "Insured" becomes legally obligated to pay as a result of any "Claim", including:
    (a) compensatory damages, including but not limited to amounts for which an "Insured Person" is statutorily liable due to the insolvency of an "Organization" (including penalties and interest related to such statutory liabilities) pursuant to any Canadian federal, provincial or territorial law;
    (b) punitive or exemplary damages first rendered by a court in Canada or the United States;
    (c) civil fines or civil penalties assessed against an "Insured Person" pursuant to the Corruption of Foreign Public Officials Act of Canada or any equivalent federal, provincial, territorial, state or other governmental law, if and to the extent such fines or penalties are insurable under the law of the jurisdiction in which such fines or penalties are assessed;
    (d) judgments, including pre-judgment and post-judgment interest;
    (e) settlements; and
    (f) "Defense Costs".

    "Loss" shall not include:
        (a) any amount uninsurable under the law pursuant to which this form is construed;
        (b) fines or penalties levied against an "Organization" or criminal fines or penalties levied against an "Insured Person" unless when otherwise deemed insurable pursuant to (c) above;
        (c) tax, except solely with respect to SECTION I – INSURING CLAUSES, A. Individual Non-Indemnified Liability Coverage, any:
            1. tax imposed upon an "Insured Person" in their capacity as such in connection with any bankruptcy, conservatorship, liquidation or receivership of an "Organization", to the extent that such tax is insurable under the law of the jurisdiction in which the taxes are assessed;
            2. tax imposed upon an "Insured Person" if such "Insured Person" has become personally liable to make such payment under any applicable Canadian statutory provision;
        (d) other than "Defense Costs"
            1. future salary, wages, commissions, or "Benefits" of a claimant who has been or shall be hired, promoted, or reinstated to employment pursuant to a settlement, order or other resolution of any "Claim";
            2. salary, wages, commissions, "Benefits" or other monetary payments which constitute mandated severance payments or statutorily mandated payments pursuant to a notice period;
            3. amounts which were offered at termination to an "Employee", whether such offer was accepted by the "Employee" or not;
            4. "Benefits" due or to become due or the equivalent value of such "Benefits", except with respect to any "Claim" for "Employment Practices" alleging wrongful dismissal;
            5. costs associated with providing any accommodation for persons with disabilities or any other status which is protected under any applicable federal, provincial, territorial, state, or foreign equivalent law, including the Canadian Human Rights Act, or the United States Americans with Disabilities Act, the Civil Rights Act of 1964, or any amendments thereto;
            6. cost of compliance with any order for, grant of or agreement to provide non-monetary relief, including injunctive relief

Except as otherwise provided by this endorsement, all terms, provisions and conditions of the policy shall have full force and effect. All terms not otherwise specifically defined in this endorsement will have the same meaning as in the form to which this endorsement is attached.

CRISIS MANAGEMENT COVERAGE

This endorsement changes the form. Please read it carefully.

This endorsement modifies insurance provided under the following:

ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM or EXPERT DIRECTORS AND OFFICERS LIABILITY FORM

It is hereby agreed that:

1. The following Insuring Clause is added to **SECTION I – INSURING CLAUSES**:

   Crisis Management Coverage
   - The "Insurer" shall reimburse an "Organization" for "Crisis Management Expense" incurred by an "Organization" resulting from any "Crisis Management Event" first occurring and reported during the "Insurance Period", provided that the Aggregate Limit of the "Insurer" for all "Crisis Management Expense" shall not exceed $50,000, which amount is part of, and not in addition to, the Aggregate Limit of the "Insurer" as stated in the "Declarations" of this form.

   No deductible shall apply to Crisis Management Coverage.

2. The following Definition are added to **SECTION III – DEFINITIONS**:

   "Crisis Management Event" means any of the following events first occurring and reported during the "Insurance Period" which results in the public communication of unfavourable information regarding an "Insured" and which could reasonably be considered to lessen public confidence in an "Organization":
   (a) an unanticipated death, incapacity or resignation of any executive officer of an "Organization";
   (b) an unanticipated financial loss incurred by an "Organization" due to a catastrophic event;
   (c) the seeking of protection by an "Organization" under the Companies' Creditors Arrangement Act; or
   (d) the bankruptcy of an "Organization";

   "Crisis Management Expense" means reasonable costs, fees and expenses incurred and paid by an "Organization", with the consent of the "Insurer", which shall not be unreasonably withheld, to a professional law firm or public relations firm for services provided to prevent and minimize business disruption and negative publicity with respect to a "Crisis Management Event".

Except as otherwise provided by this endorsement, all terms, provisions and conditions of the policy shall have full force and effect. All terms not otherwise specifically defined in this endorsement will have the same meaning as in the form to which this endorsement is attached.

PROFESSIONAL SERVICES EXTENSION AND LIMIT

This endorsement changes the form. Please read it carefully.

This endorsement modifies insurance provided under the following:

ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM or EXPERT DIRECTORS AND OFFICERS LIABILITY FORM

It is hereby agreed that:

1. **SECTION III – DEFINITIONS, 47. "Wrongful Act"** is deleted in its entirety and replaced with:

   47. "Wrongful Act" means:
   (a) Solely with respect to **SECTION I – INSURING CLAUSES, A. Individual Non-Indemnified Liability Coverage**, and **SECTION I – INSURING CLAUSES, B. Individual Indemnified Liability Coverage**, a "D&O Wrongful Act", "Employment Practices", a "Fiduciary Wrongful Act", an "ODL Wrongful Act", an "Employed Lawyers' Claim" and/or an "Professional Services".
   (b) Solely with respect to **SECTION I – INSURING CLAUSES, C. Entity Liability Coverage,** an "Entity Wrongful Act", "Employment Practices", a "Fiduciary Wrongful Act" and/or an "Professional Services".

2. The following is added to **SECTION III – DEFINITIONS:**

   "Professional Services" means administration of training and policy guidance services.

It is further agreed that, notwithstanding anything to the contrary contained within this form (including the "Declarations"), the Limit for any "Claim" made against an "Insured" or "Certificate Holder" for "Professional Services" shall be $1,000,000.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of the policy shall have full force and effect. All terms not otherwise specifically defined in this endorsement will have the same meaning as in the form to which this endorsement is attached.

POLICE ASSOCIATION MANUSCRIPT ENDORSEMENT

This endorsement changes the form. Please read it carefully.

This endorsement modifies insurance provided under the following:

ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM or EXPERT DIRECTORS AND OFFICERS LIABILITY FORM

In consideration of the payment of the premium, and in reliance upon the statements and information furnished in the "Application", the "Insurer" agrees to provide insurance under this Policy to a "Certificate Holder" effective upon the "Insurer" issuing a "Certificate".

The words "this form" as used herein shall be deemed to refer to the underlying form as modified by this endorsement.

The following changes are made to **SECTION III – DEFINITIONS:**

A. The definition of "Application" is deleted and replaced with the following:
"Application" means:
(a) any portion of an application given to the "Insurer" for this form, including any attachments, written information and materials provided to the "Insurer" by or on behalf of an "Insured" for the purposes of underwriting this form by the "Insurer";
(b) any supplementary information and materials provided to the "Insurer" by or on behalf of a "Certificate Holder" for the purposes of underwriting, or determining eligibility of that "Certificate Holder" for coverage under this form; and
(c) any warranty provided to the "Insurer" within the past three years in connection with any form of which this form is a renewal or replacement.

B. "Certificate" means the summary page(s) evidencing coverage individually issued to an entity insured under this form.

C. "Certificate Holder" means an entity to whom a "Certificate" is issued by the "Insurer".

D. The definition of "Insurance Period" is deleted and replaced with the following:

"Insurance Period" means the period of time stated in the "Declarations" or a shorter period in the event coverage under this form is cancelled.

E. The definition of "Organization" is deleted and replaced with the following:
"Organization" means:
(a) the entity appearing on the "Declarations", otherwise referred to herein as the "Association";
(b) a "Certificate Holder".

F. The definition of "Subsidiary" is deleted.

The following changes are made to **SECTION V – CONDITIONS:**

A. Condition **1. Extended Reporting Period** is deleted and replaced with the following:

1. Extended Reporting Period

If the "Insurer" refuses to renew this form, or if an "Organization" cancels or fails to renew their insurance under this form, and provided there are no outstanding premiums due hereunder, the "Organization" shall have the right to elect within sixty (60) days after the effective date of cancellation or expiry of this form and upon payment of a premium calculated as a percentage (see below) of the "Full Annual Premium" to purchase an extension of the cover granted by this form for any "Claim"(s) made against an "Insured" during the period indicated below, but only with respect to any "Wrongful Act" occurring prior to the date of such cancellation or expiry.

Premium Calculation:	One Year Option:	75%
	Two Years Option:	125%
	Three Years Option:	150%
	Four Years Option:	170%
	Five Years Option:	185%
	Six Years Option:	200%

If the "Extended Reporting Period" is purchased, the entire premium shall be deemed earned at its commencement without any obligation by the "Insurer" to return any part thereof and it shall not in any way increase the Limit stated in the "Declarations".

The acceptance by the "Organization" of the offer by the "Insurer" of a new form relieves the "Insurer" of any obligation it may have had to provide "Extended Reporting Period" coverage under this form.

B. Condition **3. Notice and Reporting**, subclause (a)(ii) is deleted and replaced with the following:

(ii) the expiration date of the "Extended Reporting Period", if applicable, provided that if the "Insurer" sends written notice to the "Organization" stating that this form is being terminated for non-payment of premium, an "Insured" shall give to the "Insurer" written notice of such "Claim" prior to the effective date of such termination.

C. Condition **9. Representations and Severability**, subclause (c)(ii) is deleted and replaced with the following:

(ii) an "Organization" if any past or present chairperson, vice-chairperson, chief executive officer or chief financial officer (or any equivalent position to any of the foregoing) of the "Organization" knew of such misrepresentations (whether or not such individual knew such "Application" contained such misrepresentations).

And the following clauses are added:

(e) Except as otherwise provided herein, this insurance applies separately to each "Certificate Holder" as if it were the only "Certificate Holder" insured under this form.
(f) The "Certificate" issued to any "Certificate Holder" shall be deemed to be part of this Policy, but only for the "Certificate Holder" to whom that "Certificate" is issued.

D. Condition **11. Cancellation** is deleted and replaced with the following:

11. Cancellation
(a) This policy may be cancelled:
(i) by the "Association" by delivering written notice by mail, by facsimile or by hand to the "Insurer" stating when thereafter such cancellation shall be effective. Cancellation by the "Association" shall be effective for each insured "Organization" including all "Certificate Holders".
(ii) by a "Certificate Holder" on its own behalf, by delivering written notice by mail, by facsimile or by hand to the "Insurer" stating when thereafter such cancellation shall be effective.
(iii) by the "Insurer" because of non-payment of premium by an "Organization", by delivery of written notice of cancellation to that "Organization" at the address stated in the "Certificate" stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. The delivery of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the "Insurance Period".
(b) Unearned premium shall be computed on a pro rata basis. The cheque payable and delivered to the "Organization" by the "Insurer" shall be a sufficient tender of any refund of premium due hereunder. Payment or tender of any unearned premium by the "Insurer" shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

E. Condition **18. Authorization** is deleted and replaced with the following:

18. Authorization
(a) The "Association" hereby agrees to act on behalf of all "Insured"(s) insured under this form, except where a "Certificate Holder" provides notice in writing to the "Insurer" that such authorization is withdrawn.
(b) An "Organization" hereby agrees to act on behalf of all "Insured Person"(s) whose status as "Insured"(s) derives from that "Organization".
(c) No "Certificate Holder" shall be authorized to act on behalf of any other "Certificate Holder" except where such authorization is provided in writing to the "Insurer".

F. The following Condition is added:

22. General Aggregate Limit
(a) The General Aggregate Limit stated on the "Declarations" is the most which the "Insurer" shall be required to pay for all "Claims" made during the "Insurance Period". The General Aggregate Limit shall apply:
(i) Regardless of the number of "Claims" made against an "Insured" during the "Insurance Period";
(ii) Regardless of the amount of any underlying Limit(s) stated on the "Declarations".
(iii) Jointly to all "Insured"(s); and
(iv) Regardless of the number of "Organization"(s) against or in respect of whom a "Claim" is made.
(b) The General Aggregate Limit shall be reduced by the sum of all "Loss" paid by the "Insurer" for "Claim"(s) made against any "Insured" during the "Insurance Period".
(c) For the purposes of applying the General Aggregate Limit, "Loss" shall be deemed payable by the "Insurer" immediately upon an "Insured" becoming legally liable to pay such "Loss".
(d) In the event that two or more "Insured"(s) become legally liable to pay "Loss" on the same calendar day, and the sum of these losses exceeds the amount available under the General Aggregate Limit, the "Insurer" shall pay such "Loss" in the proportion that the "Loss" payable by each "Insured" that is covered by this form bears to the amount available under the General Aggregate Limit.
(e) In the event that this policy is cancelled in respect of any individual "Certificate Holder" before the expiration date of the "Insurance Period" stated in the "Declarations", any "Loss" payable in respect of that "Certificate Holder" shall be applied to reduce the General Aggregate Limit for the entire "Insurance Period" applicable to all other "Insured"(s).
(f) Where this form provides that the "Insurer" shall be required to do anything upon the exhaustion of a Limit stated on the Declarations other than the General Aggregate Limit, the reference to such Limit is deemed to refer to the lesser of:
(i) the stated Limit; or
(ii) the amount remaining available under the General Aggregate Limit.
(g) "Defense Costs" shall be in addition to, and not part of, the General Aggregate Limit stated in the "Declarations", and payment of "Defense Costs" shall not reduce or exhaust such applicable General Aggregate Limit, provided that when such applicable General Aggregate Limit is exhausted by payment of "Loss" other than "Defense Costs", any obligation of the "Insurer" to pay "Defense Costs" shall cease.
For greater certainty, Condition 9 subclause (e) shall not apply to this condition.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of the policy shall have full force and effect. All terms not otherwise specifically defined in this endorsement will have the same meaning as in the form to which this endorsement is attached.

SCHEDULE OF ORGANIZATION AND PENDING OR PRIOR DATE ENDORSEMENT

This endorsement changes the form. Please read it carefully.

This endorsement modifies insurance provided under the following:

ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM or EXPERT DIRECTORS AND OFFICERS LIABILITY FORM

This endorsement is effective at 12:01 a.m. Standard Time, September 27, 2024
and forms part of policy number 40363560
issued to Ontario Association of Police Services Boards

It is hereby agreed that **SECTION III – DEFINITIONS 33.** "Organization" is amended to include the following entity(ies):

ORGANIZATION	PENDING OR PRIOR DATE
Brant O.P.P. Detachment Board	September 27, 2024
Collingwood OPP Detachment Board – The Blue Mountains OPP Detachment Board	September 27, 2024
Couchiching OPP Detachment Board – formerly Orillia OPP Detachment Board	September 27, 2024
Essex County OPP Detachment Board	September 27, 2024
Frontenac OPP Detachment Board	September 27, 2024
Grey Bruce Detachment Joint Board	September 27, 2024
Haldimand OPP Detachment Board	September 27, 2024
Town of Ingersoll OPP Detachment Board	September 27, 2024
James Bay O.P.P Detachment Board 2 – Town of Kapuskasing	September 27, 2024
Kenora Area Police Services Board	September 27, 2024
LaCloche O.P.P Detachment Board	September 27, 2024
Lanark County OPP Detachment Board	September 27, 2024
North Bay O.P.P Detachment Board – Board 2	September 27, 2024
Northumberland OPP Detachment Board	September 27, 2024
Nottawasaga OPP Detachment Board	September 27, 2024
Perth County Joint OPP Detachment Board	September 27, 2024
Red Lake – Ear Falls OPP Detachment Board	September 27, 2024
Renfrew and Area OPP Detachment Board	September 27, 2024
Russell County OPP Detachment Board – Includes municipalities of Russell, Clarence-Rockland, Nation and Casselman	September 27, 2024
South Bruce OPP Detachment Board	September 27, 2024
Southern Georgian Bay OPP Detachment Board	September 27, 2024

Except as otherwise provided by this endorsement, all terms, provisions and conditions of the policy shall have full force and effect. All terms not otherwise specifically defined in this endorsement will have the same meaning as in the form to which this endorsement is attached.

STATUTORY CONDITIONS

(Applicable to the provinces of British Columbia, Alberta, Saskatchewan and Manitoba)

The following Statutory Conditions apply to all of the perils insured by this form (including fire) unless applicable legislation provides otherwise.

In respect of liability coverage(s), only Statutory Conditions 2., 3., 4., 5. and 14. apply.

1. Misrepresentation

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

2. Property of others

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

3. Change of interest

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

4. Material change in risk

(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 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.

5. Termination of insurance

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

* In Alberta: Recorded mail.

** In Saskatchewan: The 15 day period referred to in subparagraph (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.

6. Requirements after loss

(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 wilful act or neglect or the procurement, means or connivance of the insured,
    (iv) stating the amount of other insurances and the names of other insurers,
    (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    (vii) stating the place where the insured property was at the time of loss,
  (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  (d) if required by the insurer and if practicable,
    (i) produce books of account and inventory lists,
    (ii) furnish invoices and other vouchers verified by statutory declaration, and
    (iii) furnish a copy of the written portion of any other relevant contract.
(2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12. and 13.

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

8. Who may give notice and proof
Notice of loss under Statutory Condition 6. (1) (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 subparagraph (a) of this condition.

9. Salvage
(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

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

11. In case of disagreement
(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.
*In Saskatchewan: *The Insurance Act*.

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

13. Repair or replacement
(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

14. Notice
(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.
* In Alberta: Recorded mail.
**In Saskatchewan: chief office.

STATUTORY CONDITIONS

(Applicable to the provinces/territories of Newfoundland & Labrador, Nova Scotia, Prince Edward Island, New Brunswick, Nunavut, Yukon and the Northwest Territories.)

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

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

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

4. Material change
Any change material to the risk and within the control and knowledge of the insured shall avoid 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 days of the receipt of the notice, pay to the insurer an additional premium; and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

5. Termination

(1) This contract may be terminated
  (a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
  (b) by the insured at any time on request.

(2) Where this contract is terminated by the insurer
  (a) the insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
  (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

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

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

(5) The fifteen days mentioned in clause (a) of subparagraph (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.

* In Northwest Territories and Nunavut: or electronic funds transfer

6. Requirements after loss

(1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if such 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 wilful 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,
    (vii) showing the place where the property insured was at the time of loss;
  (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  (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 subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12. and 13.

7. Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

8. Who may give notice and proof

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

9. Salvage

(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 any 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.

10. Entry, Control, Abandonment

After any loss or damage to insured property, the insurer shall have 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 shall not be entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

11. Appraisal

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

* In Newfoundland and Labrador: the Insurance Contracts Act

12. When Loss Payable

The loss shall be payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

13. Replacement

(1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty 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 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

14. Action
Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year* next after the loss or damage occurs.
* In Northwest Territories, Nunavut, and Yukon: two years

15. Notice
Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province or territory, as applicable. Written notice may be given to the insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

STATUTORY CONDITIONS
(Applicable to Ontario Only)

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

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

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

4. Material Change
Any change material to the risk and within the control and knowledge of the insured 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 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.

5. Termination
(1) This contract may be terminated,
  (a) by the insurer giving to the insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent;
  (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 proportionate premium for the expired time, but, in no event, shall the proportionate 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 shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
(4) The refund may be made by money, postal or express company money order or cheque payable at par.
(5) The fifteen days mentioned in clause (1) (a) 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. The five days mentioned in clause (1) (a) of this condition commences to run on the day following the day there is a record by the person who delivered it that the notice has been sent.

6. Requirements after Loss
(1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9., 10. and 11.,
  (a) 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 wilful 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,
    (vii) showing the place where the property insured was at the time of loss;
  (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  (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 subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12. and 13.

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

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

9. **Salvage**
(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 proportionately 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.

10. **Entry, Control, Abandonment**
After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make 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.

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

12. **When Loss Payable**
The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

13. **Replacement**
(1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty 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 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

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

15. **Notice**
(1) Written notice may be given to the insurer in the following ways:
    1. It may be personally delivered at the chief agency or head office of the insurer in the Province.
    2. It may be sent by registered mail to the chief agency or head office of the insurer in the Province.
    3. It may be delivered by electronic means.
(2) Written notice may be given to the insured named in the contract in the following ways:
    1. It may be personally delivered.
    2. It may be delivered by prepaid courier to the latest address of the insured on the records of the insurer if there is a record by the person who has delivered it that the notice has been sent.
    3. It may be sent by registered mail to the latest address of the insured on the records of the insurer.
    4. It may be delivered by electronic means if the insured consents to delivery by electronic means.
(3) In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL EXCLUSIONS 4225 (07/2023)

These Additional Exclusions modify the Coverages provided by this Policy

WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AND ARE DEFINED IN THIS FORM

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

PART A – POLICY LEVEL EXCLUSIONS

Applicable to all forms attached to and forming part of this policy.

1. SANCTIONS EXCLUSION

This policy does not provide coverage and the insurer is not liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would be in violation of any sanctions law or regulation which prohibits the insurer from providing coverage or paying an indemnity under this policy.

PART B – PROPERTY EXCLUSIONS

Applicable to all forms providing coverage for physical loss or damage to insured property, and to any form providing coverage for loss of use, loss of income, business interruption, or any extra expenses associated with such losses, including any extensions thereto.
Where another part of this policy provides specific coverage for any loss excluded herein, the terms of that part will apply.

1. CYBER AND DATA EXCLUSION

This policy does not insure any:

(a) "Cyber Loss"; or

(b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "Data", including any amount pertaining to the value of such "Data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

"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.

"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any "Computer System".

"Cyber Incident" means:

(a) 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

(b) 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".

"Cyber Loss" means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any "Cyber Act" or "Cyber Incident" including, but not limited to, any action taken in controlling, preventing, suppressing or remediating either.

"Data" means information, facts, concepts, code or any other information of any other kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "Computer System".

2. TERRORISM EXCLUSION

This policy does not insure:

(a) physical loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses, caused directly or indirectly, in whole or in part, by "Terrorism";

(b) loss or costs arising out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion does not apply to any ensuing loss or damage resulting directly from fire or explosion of natural, coal or manufactured gas.

"Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

3. FUNGI AND FUNGAL DERIVATIVES EXCLUSION

This policy does not insure:

(a) physical loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses caused directly or indirectly, in whole or in part, by any "Fungi" or "Spores" unless such "Fungi" or "Spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy;

(b) the cost or expense for testing, monitoring, evaluating or assessing "Fungi" or "Spores".

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

"Spores" includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "Fungi".

4. ILLEGAL DRUG OPERATIONS EXCLUSION

This policy does not insure physical loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses, directly or indirectly arising from, caused by, in consequence of, or in any way involving:

(a) illegal "Drug Operations"; or
(b) any activity or decision of any Government Agency or other entity to prevent, respond to, or terminate illegal "Drug Operations";

where an insured or any agent of an insured knew or ought to have known of the illegal "Drug Operations" prior to the loss or damage.

Unless an insured or agent of an insured already knows that loss or damage has occurred, this exclusion does not apply if, upon becoming aware of illegal "Drug Operations", an insured or any agent of the insured immediately notifies the police and the insurer.

"Drug Operations" means cultivating, harvesting, processing, manufacturing, distributing, or selling, on the premises, any substance falling within the Controlled Drugs and Substance Act or the Cannabis Act, or any successor legislation.

5. CANNABIS EXCLUSION

Unless specifically endorsed, this policy does not insure loss of or damage to any cannabis or cannabis products.

6. COMMUNICABLE DISEASE EXCLUSION

This policy does not insure:

(a) loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses, directly or indirectly arising from, caused by, in consequence of, or in any way involving actual or threatened contact with, spread of, exposure to or infection by "Communicable Disease".
(b) loss or costs arising out of any activity or decision of a government agency or other entity to prevent, or respond to "Communicable Disease", including by declaration of epidemic, pandemic, or other emergency order.

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

"Communicable Disease" means any infectious disease, virus, bacterium or other microorganism which can be transmitted directly or indirectly from any human or animal organism to another human or animal organism, including by but not limited to: airborne transmission; bodily fluid transmission; transmission from or to any surface or object; or solid, liquid or gas or between organisms.

PART C – LIABILITY EXCLUSIONS

For the purposes of this section, liability forms include all forms which provide coverage for the insured's legal liability to others.

1. CYBER EXCLUSION

Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations) or any EXPERT Cyber form.

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any:

(a) "Cyber Loss";
(b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "Data", including any amount pertaining to the value of such "Data". Any loss relating to "Data" will not be considered physical loss or damage.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

"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.

"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any "Computer System".

"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".

"Cyber Loss" means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any "Cyber Act" or "Cyber Incident" including, but not limited to, any action taken in controlling, preventing, suppressing or remediating either.

"Data" means information, facts, concepts, code or any other information of any other kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "Computer System".

2. REACTIVE AGGREGATES EXCLUSION

Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations).

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any actual or alleged liability for any legal remedy of any kind whatsoever, including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind, in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving any "Reactive Aggregate" in any form and in any quantity.

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

"Reactive Aggregates" means aggregates or granular substances that either expand or develop expansive by-products when introduced to certain chemical compounds, including but not limited to, those containing pyrite, pyrrhotite, ferrous sulfide, and any materials containing such or similar reactive aggregates or granular substances.

3. SILICA EXCLUSION
Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations).

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any actual or alleged liability for any legal remedy of any kind whatsoever, including but not limited to damages, interest, mandatory or other injunctive relief, statutory order or penalties, legal or other costs, or expenses of any kind, arising directly or indirectly, in consequence of or in any way involving actual, alleged or threatened exposure to "Silica" or "Silica Related Dust" in any form and in any quantity.

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

"Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica Related Dust" means a mixture or combination of silica and other dust or particles.

4. PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION
Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations).

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, directly or indirectly originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any "PFAS" in any form and in any quantity.

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

For the purposes of this exclusion, 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, contain, test for or in any way respond to or assess the effect of any "PFAS" in any form and in any quantity.

"PFAS" means any organic molecule, salt, free radical or ion, the composition of which includes at least one:
(a) perfluorinated methyl group (-CF3); or
(b) perfluorinated methylene group (-CF2-).

4225 (07/2023)

STANDARD CONDITIONS 2180 (01/2013)

(Applicable to All Common Law Provinces and Territories Except as Otherwise Noted)

Unless noted otherwise these standard conditions apply to all perils insured by this policy except as modified or supplemented by the Riders and/or endorsements attached.

1. Ownership of Property Insured (not applicable in Alberta or British Columbia)
The property covered hereby may be owned by the Insured or held by him in any capacity, whether or not the Insured is liable for such loss or damage as is covered hereby, provided that the Insurer shall not be liable for such damage to the premises unless the Insured is the owner thereof or is liable for such damage thereto.

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

3. Assignment
Any assignment of interest in this Policy of insurance by the Insured shall not be binding on the Insurer, without the written consent of the Insurer, except in the circumstances set forth in Statutory Condition 3.

4. Cancellation
(a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
(b) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  (i) 5 days before the effective date of cancellation if notice of cancellation is personally delivered; or
  (ii) 15 days before the effective date of cancellation if we cancel for non-payment of premium; or
  (iii) 30 days before the effective date of cancellation if we cancel for any other reason.
  Except in Quebec, if notice is mailed, cancellation takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice.
  In Quebec, cancellation takes effect either 15 or 30 days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for cancellation.
(c) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
(d) The policy period will end on the date cancellation takes effect.
(e) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

5. Property Protection Systems
(a) It is agreed that the Insured shall maintain in proper working order, connected both electrically and physically, all
  (i) sprinkler or other fire extinguishing systems, which will be activated at all times; or
  (ii) fire detection systems which will be activated at all times; or

(iii) intrusion detection systems which will be activated when the occupiers are absent from the premises and will notify forthwith with insurer of any flaw or defect, coming to the knowledge of the Insured in any such protection systems.

(b) The Insured, if owner or lessee of the fire extinguishing system, shall provide for regular inspection and maintenance of the equipment as recommended by the Manufacturer's authorized representative, for the term of this policy.

(c) The Insured shall also notify forthwith the Insurer of the cancellation or non-renewal of any contract which provides monitoring or maintenance services to any of these systems or of the notification of the suspension of police service in response to any of these systems.

6. Inspection by Insurer

The Insured hereby agrees that the Insurer shall be permitted, but is not in any way obligated, to inspect the Insured's property and operations at any reasonable time. However, the Insurer's right to inspect, any inspection and/or any report of such inspection will not be considered as determining or warranting the safety, healthfulness or compliance with any laws, rules or regulations of said property or operations.

7. Protection

Applicable to all Crime Riders only:

If securities are insured under these Riders, the Insured shall take all reasonable means to prevent their negotiation, sale or retirement in the event of loss thereof.

8. Reinstatement

Except in the case of an aggregate limit, specifically stated as such, no loss paid or payable under this Policy, will reduce the applicable limit of liability or amount of insurance.

9. Other Insurance

If, on the happening of any loss, there is in force more than one Policy covering the same interest, irrespective of whether by any term in such contract the insurance granted thereby shall not cover, come into force, attach, or become insurance until after full or partial payment of any loss under any other policy, it is a condition of this Policy that the claim hereunder shall be adjusted with the Insured, on the basis that such policy or policies will contribute a rateable proportion of the loss unless it is otherwise expressly agreed in writing.

10. Co-Insurance

This clause applies separately to each item for which a co-insurance percentage is specified on the "Declarations Page" in any one occurrence and only where the total loss exceeds the lesser of 5% of the applicable amount of insurance or $10,000.

The Insured shall maintain insurance concurrent with this Form on the property insured to the extent of at least the amount produced by multiplying the actual cash value of the property by the co-insurance percentage specified on the "Declarations Page" and failing so to do, shall only be entitled to recover that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

11. Valuation of Property Insured

Applicable to all Crime Riders only:

In no case shall the Insurer be liable in respect of loss or damage to:

(a) property, other than securities and property held by the Insured as a pledge or as collateral for an advance or loan, for more than the actual cash value thereof determined after due allowance for depreciation at the time the loss or damage was discovered by the Insured;

(b) securities, if insured by these Riders, for more than the cost of an equivalent amount of securities of the same issue purchased by or at the instance of the Insurer; provided, however, that if, prior to such purchase by or at the instance of the Insurer, the Insured shall be compelled, by the demands of a third party or by market rules, to assume the cost of an equivalent amount of securities of the same issue, and shall notify the Insurer, in writing, of such compulsion, such cost shall be taken as the value of such securities. If the securities cannot be replaced and the value cannot be established, it may be determined by agreement or by arbitration;

(c) property held by the Insured as a pledge or as collateral for an advance or loan, for more than the value of the property as determined and recorded by the Insured when making the advance or loan. In the absence of such record the Insurer's liability shall be limited to the unpaid portion of the advance or loan plus accrued interest at legal rates.

12. Verification of Values

The Insurer or its duly authorized representative shall be permitted at all reasonable times during the term of the Policy or within one year after termination or expiration of the Policy to:

inspect the premises and the receptacles in which the records of accounts receivable are kept by the Insured;

examine and audit the Insured's books, records and such policies as relate to any property insured hereunder;

verify statements of any outstanding record of accounts receivable submitted by the Insured and the amount of recoveries of accounts receivable on which the Insurer has made any settlement.

Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

13. Procedure in Event of Claim for Property of Persons Other Than the Insured

In the event of a claim for loss involving property not owned by the Insured, the Insurer may adjust such loss or damage either with the Insured or with the owner of such property and payment of such loss or damage to the Insured or owner shall constitute full satisfaction of the claim. If legal proceedings are taken against the Insured to recover for such loss or damage, the Insured shall immediately notify the Insurer in writing and the Insurer may conduct and control the defence in the name and on behalf of the Insured.

14. Provision for Insurer to Repair or Replace (not applicable in Alberta or British Columbia)

Applicable to all Crime Riders only:

The Insurer may elect to repair any damaged property or replace any lost or damaged property with other of like quality and value or pay for the same in money.

15. Recoveries

Applicable to all Crime Forms only:

If the Insured shall sustain any loss covered by this policy which exceeds the applicable amount of insurance hereunder the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Insurer) by whomsoever made, on account of such loss under this Policy until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Insurer.

16. Currency

Unless specifically stated otherwise, all amounts and limits are stated in Canadian currency.

17. Notice to Insured
Notice to the first Named Insured shall constitute notice to all Named Insureds, for purposes of any condition of this Policy. Notices to any other party of interest shall be only as agreed in writing.

18. Duplication of Insurance Coverage
The amount payable under this Policy, even though the loss would be covered under more than one form attached, will not exceed the actual amount of loss nor the highest single limit payable under the various forms which would apply to the loss.

19. Breach of Conditions
Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the insured to recover under the rider, the breach shall not disentitle the insured to recover if the insured establishes that the loss was not caused or contributed to by the breach of condition.

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

ADDITIONAL CONDITIONS

1. Notice to Authorities
Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereat, or is suspected to be so due, the insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

2. No Benefit to Bailee
It is warranted by the Insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee.

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

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

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

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

7. Subrogation
The Insurer, upon making any payment or assuming liability therefor under this Form, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively. Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

8. Statutory Conditions 1-3-4-5 and 15 (and 6 and 14 as amended) shall apply as Policy Conditions to all Liability Forms; Statutory Conditions and Additional Conditions shall apply as Policy Conditions to all other coverages except as these conditions may be modified or supplemented by the Form(s), Rider(s), or Endorsement(s) attached.

DEDUCTIBLE
(Not Applicable to Commercial General Liability Form)

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the "Declarations Page" in any one occurrence.

Should one occurrence give rise to the application of more than one deductible, only the largest individual deductible amount shall apply.

GENERAL EXCLUSIONS
These General Exclusions apply to all perils insured by this policy except as modified or supplemented by Form(s), Rider(s), or Endorsement(s) attached.

This Policy does not cover:
(a) loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
(b) loss or damage caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof, nuclear explosion or contamination by radioactive material;
(c) loss or damage caused directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

PERMISSION

Permission is hereby granted:
(a) for other insurance concurrent with this Form;

(b) to make additions, alterations or repairs;
(c) to do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to the Insured's business.

WAIVER CONDITION

No term or condition of this Policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the Policy.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.
In Witness Whereof the INSURER has executed this policy as evidenced by the signature of the authorized representative of the Insurer.

PRESIDENT AND CHIEF EXECUTIVE OFFICER

2180 (01/2013)

STATUTORY CONDITIONS 2184 (04/2024)

(Applicable to the provinces of British Columbia, Alberta, Saskatchewan and Manitoba)

The following Statutory Conditions apply to all of the perils insured by this form (including fire) unless applicable legislation provides otherwise.

In respect of liability coverage(s), only Statutory Conditions 2., 3., 4., 5. and 14. apply.

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

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

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

4. Material change in risk
(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 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.

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

* In Alberta: Recorded mail.
** In Saskatchewan: The 15 day period referred to in subparagraph (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.

6. Requirements after loss

(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 wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

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

7. Fraud

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

8. Who may give notice and proof

Notice of loss under Statutory Condition 6. (1) (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 subparagraph (a) of this condition.

9. Salvage

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

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

10. Entry, control, abandonment

After loss or damage to insured property, the insurer has

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

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

11. In case of disagreement

(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.

*In Saskatchewan: *The Insurance Act*.

12. When loss payable

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

13. Repair or replacement

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

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

14. Notice

(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.

* In Alberta: Recorded mail.

**In Saskatchewan: chief office.

STATUTORY CONDITIONS

(Applicable to the provinces/territories of Newfoundland & Labrador, Nova Scotia, Prince Edward Island, New Brunswick, Nunavut, Yukon and the Northwest Territories.)

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

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

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

4. Material change
Any change material to the risk and within the control and knowledge of the insured shall avoid 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 days of the receipt of the notice, pay to the insurer an additional premium; and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

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

* In Northwest Territories and Nunavut: or electronic funds transfer

6. Requirements after loss
(1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if such 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 wilful 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,
    (vii) showing the place where the property insured was at the time of loss;
  (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  (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 subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12. and 13.

7. Fraud
Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

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

9. Salvage
(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 any 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.

10. Entry, Control, Abandonment
After any loss or damage to insured property, the insurer shall have 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 shall not be entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

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

12. When Loss Payable
The loss shall be payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

13. Replacement
(1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty 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 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

14. Action
Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year* next after the loss or damage occurs.
* In Northwest Territories, Nunavut, and Yukon: two years

15. Notice
Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province or territory, as applicable. Written notice may be given to the insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

STATUTORY CONDITIONS
(Applicable to Ontario Only)

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

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

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

4. Material Change
Any change material to the risk and within the control and knowledge of the insured 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 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.

5. Termination
(1) This contract may be terminated,
  (a) by the insurer giving to the insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent;
  (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 proportionate premium for the expired time, but, in no event, shall the proportionate 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 shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
(4) The refund may be made by money, postal or express company money order or cheque payable at par.
(5) The fifteen days mentioned in clause (1) (a) 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. The five days mentioned in clause (1) (a) of this condition commences to run on the day following the day there is a record by the person who delivered it that the notice has been sent.

6. Requirements after Loss
(1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9., 10. and 11.,
  (a) 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 wilful 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,
(vii) showing the place where the property insured was at the time of loss;

(c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
(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 subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12. and 13.

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

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

9. Salvage
(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 proportionately 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.

10. Entry, Control, Abandonment
After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make 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.

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

12. When Loss Payable
The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

13. Replacement
(1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty 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 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

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

15. Notice
(1) Written notice may be given to the insurer in the following ways:
1. It may be personally delivered at the chief agency or head office of the insurer in the Province.
2. It may be sent by registered mail to the chief agency or head office of the insurer in the Province.
3. It may be delivered by electronic means.

(2) Written notice may be given to the insured named in the contract in the following ways:
1. It may be personally delivered.
2. It may be delivered by prepaid courier to the latest address of the insured on the records of the insurer if there is a record by the person who has delivered it that the notice has been sent.
3. It may be sent by registered mail to the latest address of the insured on the records of the insurer.
4. It may be delivered by electronic means if the insured consents to delivery by electronic means.

(3) In this condition, the expression “registered” means registered in or outside Canada.

2184 (04/2024)

DECLARATION OF EMERGENCY ENDORSEMENT 4246 (01/2010)
EXTENSION OF TERMINATION or EXPIRY DATE

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an “emergency” is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The “emergency” must have a direct effect or impact on:
i) the Insured, the insured site or insured property located in the declared emergency area; or

ii) the operations of the Insurer or its agent/broker located in the declared emergency area.

2.
A. Any time limitation described in the Cancellation or Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
   i) 30 days; or
   ii) the number of days equal to the total time the "emergency" order was in effect.
B. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
   i) 30 days; or
   ii) the number of days equal to the total time the "emergency" order was in effect.

3. In no event shall the total term of this extension exceed 120 consecutive days. The Insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

"Emergency" means the first statutory declaration of an emergency:

a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
b) as provided for by the relevant governing legislation if different from a), but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

All other terms and conditions of the Policy to which this endorsement applies remain unchanged.

4246 (01/2010)

COMMERCIAL BUILDING, EQUIPMENT AND STOCK 2182 (05/2015)

BROAD FORM

WORDS AND PHRASES IN QUOTATION HAVE SPECIAL MEANING AS DEFINED IN CLAUSE 20

1. Indemnity Agreement

In the event that any of the property insured be lost or damaged by the perils insured against, the Insurer will indemnify the Insured against the direct loss so caused, to an amount not exceeding whichever is the least of:

A. the actual cash value of the property at the time of loss or damage;
B. the interest of the Insured in the property;
C. the amount of insurance specified on the "Declarations Page" in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of insurance specified on the "Declarations Page".

2. Property Insured

A. This Form insures the following property but only those items for which an amount of insurance is specified on the "Declarations Page":
   (i) "BUILDING"
   (ii) "EQUIPMENT"
   (iii) "STOCK"
   (iv) "CONTENTS OF EVERY DESCRIPTION"
   (v) "PROPERTY OF EVERY DESCRIPTION"

   The insurance in this Clause 2(A) applies only while at the location(s) specified on the "Declarations Page".

B. This form also insures "equipment" and "stock" but only those items for which an amount of insurance is specified on the "Declarations Page":
   (i) "TEMPORARY LOCATIONS": "Equipment" and "stock" other than at a specified location except while in transit, but there shall be no liability under this item at any location owned, rented or controlled in whole or in part by the Insured.
   (ii) "NEWLY ACQUIRED LOCATION": "Equipment" and "stock" at any acquired location that is owned rented or controlled by the Insured in whole or in part or in or on vehicles within 100 meters of such location. This limit of insurance attaches at the time of the acquisition and extends for a period of 30 days or to the date of endorsement of this Form adding such location whichever first occurs.
   (iii) "PARCEL POST": "Equipment" and "stock" in any one package in course of transit by parcel post.
   (iv) "OTHER TRANSIT": "Equipment" and "stock", in transit other than by parcel post.
   (v) "SALES REPRESENTATIVE": "Equipment" and "stock", whether in transit or otherwise, in the custody of a sales representative of the Insured.

   The insurance in this clause 2(B) applies only while the described property is within Canada and the continental United States of America (excluding Alaska).

3. Deductible

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the "Declarations Page" in any one occurrence.

Should one occurrence give rise to the application of more than one deductible, only the largest individual deductible amount shall apply.

4. Co-insurance

This clause applies separately to each item for which a co-insurance percentage is specified on the "Declarations Page" in any one occurrence and only where the total loss exceeds the lesser of 2% of the applicable amount of insurance or $5,000.

The Insured shall maintain insurance concurrent with this Form on the property insured to the extent of at least the amount produced by multiplying the actual cash value of the property by the co-insurance percentage specified on the "Declarations Page" and failing so to do, shall only be entitled to recover that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

5. Perils Insured

This Form, except as herein provided, insures against all risks of direct physical loss or damage to the property insured.

6. Exclusions:

A. **PROPERTY EXCLUDED**

This Form does not insure loss of or damage to:

(i) sewers, drains or water mains located beyond the outside bearing walls or foundations of the property insured, outside communication towers, antennae (including satellite receivers) and equipment attached thereto, street clocks, exterior signs, exterior glass or vitrolite and lettering or ornamentation thereon, but this exclusion does not apply to loss or damage caused directly by "Named Perils";
(ii) property at locations which to the knowledge of the Insured, are vacant, unoccupied or shut down for more than thirty (30) consecutive days;
(iii) electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion as described in Clause 20(K) ensues and then only for such ensuing loss or damage;
(iv) growing plants, trees, shrubs or flowers, all while in the open except as provided in the Extensions of Coverage Clause 7(E);
(v) animals, fish or birds, but this exclusion does not apply to loss or damage caused directly by "Named Perils";
(vi) money, bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, evidence of debt or title;
(vii) automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property, but this exclusion shall not apply to watercraft, amphibious or air cushion vehicles held for sale, unlicensed automobiles or unlicensed trailers used in the business of the Insured when on the premises of the Insured;
(viii) furs, fur garments, jewels, jewellery, watches, pearls, precious and semi-precious stones, and pre-recorded video tapes, but this exclusion does not apply to:
  (a) the first one thousand dollars ($1,000.) of any loss insured herein;
  (b) any loss or damage caused by "Named Perils";
(ix) property insured under the terms of any Marine Insurance and property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;
(x) property on loan or on rental or sold by the Insured under conditional sale, instalment payment or other deferred payment plan, from the time of leaving the Insured's custody, but this exclusion does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at the risk of the Insured;
(xi) property in the custody of a sales representative outside the "premises" of the Insured, unless an amount of insurance is shown on the "Declarations Page" pertaining to "Sales Representative";
(xii) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
  (a) any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or
  (b) any boiler, including the piping and equipment connected thereto, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimeters (24 inches) or less used for the storage of hot water for domestic use);
  caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use, but this exclusion does not apply to:
  i. manually portable gas cylinders;
  ii. explosion of natural, coal or manufactured gas;
  iii. explosion of gas or unconsumed fuel within a furnace or within the gas passages therefrom to the atmosphere.

B. **PERILS EXCLUDED**

This Form does not insure against loss or damage caused directly or indirectly:
(i) by earthquake, except for ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment, all as described in Clause 20(K);
(ii) by flood, including waves, tides, tidal waves, tsunamis, or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made, but this exclusion does not apply to ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment all as described in Clause 20(K) or leakage from a water main;
exclusions (I) and (II) do not apply to property in transit;
(iii)
  (a) by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings therein, foundations, basement floors, sidewalks, sidewalk lights, or by the backing up of sewers, sumps, septic tanks or drains, unless concurrently and directly caused by a peril not otherwise excluded in Clause 6(B) hereof;
  (b) by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded in Clause 6(B) hereof;
(iv) by centrifugal force, mechanical or electrical breakdown or derangement in or on the "premises" unless fire ensues and then only for the loss or damage caused directly by such ensuing fire;
(v) by dampness or dryness of atmosphere, changes of temperature, contamination, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in color or texture or finish, rust or corrosion, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by "Named Perils", rupture of pipes or breakage of apparatus not excluded under paragraph (XIII) of Clause 6.A. hereof, theft or attempt thereat or accident to transporting conveyance. Damage to pipes caused by freezing is insured provided such pipes are not excluded in paragraph (XIII) of Clause 6.A. hereof;
(vi) by smoke from agricultural smudging or industrial operations;
(vii) by rodents, insects or vermin, but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in Clause 6(B) hereof;
(viii) by delay, loss of market or loss of use or occupancy;
(ix) by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
(x) by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, nuclear explosion or contamination by radioactive material;
(xi) by any dishonest or criminal act on the part of the Insured or any other party of interest, employees or agents of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted),but this exclusion does not apply to physical damage, caused directly by employees of the Insured, which results from a peril otherwise insured and not otherwise excluded under this form;
(xii) to "buildings" by:
  (c) snow slide, landslide, subsidence or other earth movement, except for ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment all as described in Clause 20(K);
  (d) explosion (except with respect to explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured, unless fire ensues and then only for the loss or damage caused directly by such ensuing fire;
    (i) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
    (ii) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
    (iii) other vessels and apparatus and pipes connected therewith while under pressure, or while in use or in operation provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure but this exclusion does not apply to loss or damage resulting from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimeters (24 inches) or less used for the heating and storage of hot water for domestic use;

(iv) moving or rotating machinery or parts thereof;
(v) any vessels and apparatus and pipes connected therewith while undergoing pressure test but this exclusion does not apply to other property insured hereunder that has been damaged by such explosion;
(vi) gas turbines;

(e) settling, expansion, contraction, moving, shifting or cracking unless concurrently and directly caused by a peril not otherwise excluded in Clause 6(B) hereof;

(xiii) approximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

NOR DOES THIS FORM INSURE:

(xiv) wear and tear, gradual deterioration, latent defect, inherent vice, or the cost of making good faulty or improper material, faulty or improper workmanship, faulty or improper design, provided, however, to the extent otherwise insured and not otherwise excluded under this Form, resultant damage to the property is insured;
(xv) mysterious disappearance or shortage of "equipment" or "stock" disclosed on taking inventory;
(xvi) loss or damage sustained to "equipment" or "stock" while actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of "equipment" or "stock", unless fire or explosion as described in Clause 20(K) ensues and then only for ensuing loss or damage;
(xvii) disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning.

C. **POLLUTION EXCLUSION**

This form does not insure against:

(i) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up", but this exclusion does not apply:
  (a) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this form;
  (b) to loss or damage caused directly by a peril not otherwise excluded under this form;
(ii) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

7. Extensions of coverage

The following Extensions of Coverage shall not increase the amounts of insurance applying under this Form and are subject to all conditions of this Form.

(A) **Removal:** If any of the insured property is necessarily removed from the location(s) specified herein to prevent loss or damage or further loss or damage thereto, that part of the insurance under this Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 7 days only, or for the unexpired term of the Policy if less than 7 days, insure the property removed and any property remaining in the location(s) specified herein in the proportions which the value of the property in each of the respective location(s) bears to the value of the property in them all.

(B) **Debris Removal:** The Insurer will indemnify the Insured for expenses incurred in the removal from the Insured's "Premises" of debris of the property insured, occasioned by loss or damage to such property for which loss or damage insurance is afforded under this Form. The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Form but which has been blown by windstorm upon the location specified on the "Declarations Page". This extension, however, does not insure against direct or indirect loss, damage, cost or expense, arising out of the clean-up, removal, containment, treatment, detoxification, decontamination, stabilization, neutralization, or remediation resulting from any actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of "pollutants". Further, this extension does not insure against direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of "pollutants".

(C) **Personal Property of Officers and Employees:** At the option of the Insured, "equipment" also includes personal property of officers and employees of the Insured. The insurance on such property:

(i) shall not attach if it is insured by the owner unless the Insured is obliged to insure it or is liable for its loss or damage;
(ii) is, in any event, limited to a maximum recovery of $250 in respect of any one officer or employee
(iii) shall apply only to loss or damage occurring at a location specifically described on the "Declarations Page" or included in "Newly Acquired Location".

(D) **"Building" Damage by Theft:** This Form is extended to insure damage (except by fire) to that part of a "building" occupied by the Insured directly resulting from theft or any attempt thereat and from vandalism or "malicious acts" committed on the same occasion, provided the Insured is the owner of such "building" or is liable for such damage and the "building" is not otherwise insured hereunder. This extension of cover shall be limited to a maximum recovery of twenty-five hundred dollars ($2,500) in respect of any one loss. Glass and lettering or ornamentation thereon is excluded from this extension.

(E) **Growing Plants, Trees, Shrubs or Flowers in the Open:** This Form is extended to cover loss or damage to growing plants, trees, shrubs or flowers in the open caused directly by "Named Perils" (with the exception of windstorm or hail as described in Clause 20(K)) or from theft or attempt thereat. This extension of coverage shall be limited to a maximum recovery of five hundred dollars ($500) for each growing plant, tree, shrub or flower in the open including debris removal expense.

8. Permission

Permission is hereby granted:

(A) for other insurance concurrent with this Form;
(B) to make additions, alterations or repairs;
(C) to do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to the Insured's business.

9. Breach of Conditions

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the premises over which the Insured has no control.

10. Reinstatement

Loss under any item of this Form shall not reduce the applicable amount of insurance.

11. Subrogation

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

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

12. Property protection systems

(A) It is agreed that the Insured shall maintain in proper working order, connected both electrically and physically, all:
  (i) sprinkler or other fire extinguishing systems, which will be activated at all times;
  (ii) fire detection systems which will be activated at all times; and
  (iii) intrusion detection systems which will be activated when the occupiers are absent from the premises;
  and will notify forthwith with Insurer of any flaw or defect, coming to the knowledge of the Insured in any such protection systems.

(B) The Insured, if owner or lessee of the fire extinguishing system, shall provide for regular inspection and maintenance of the equipment as recommended by the Manufacturer's authorized representative, for the term of this policy.

(C) The Insured shall also notify forthwith the Insurer of the cancellation or non-renewal of any contract which provides monitoring or maintenance services to any of these systems or of the notification of the suspension of police service in response to any of these systems.

13. Premium Adjustment

(This clause applies only if this Form is on a Reporting Basis and an adjustment rate is shown on the "Declarations Page".)

(A) The premium shown on the "Declarations Page" is provisional only;

(B) The Insured shall file with the Insurer within 90 days of the expiry or anniversary date of each period of insurance of this Policy a statement, for the said period, showing the actual cash value of the "stock" insured on the last day of each month at each location as commented upon by the Insured's Accountant. The rate applying to each location as stated on the "Declarations Page" shall be applied on the average amount of the total values declared at each respective location and the earned premium determined;

(C) If the earned premium so determined exceeds the provisional premium, then the Insured shall pay forthwith the difference in premium to the Insurer;

(D) If the earned premium is less than the provisional premium then the Insurer shall refund the difference in premium forthwith to the Insured, subject to a minimum retained premium of 50% of the provisional premium.

14. Verification of Values

The Insurer or its duly authorized representative shall be permitted at all reasonable times during the term of the Policy or within one year after termination or expiration of the Policy to:

(A) inspect the premises and the receptacles in which the records of accounts receivable are kept by the Insured;

(B) examine and audit the Insured's books, records and such policies as relate to any property insured hereunder;

(C) verify statements of any outstanding record of accounts receivable submitted by the Insured and the amount of recoveries of accounts receivable on which the Insurer has made any settlement.

Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

15. Valuations

For the purpose of calculating the total value of the property for the application of Co-Insurance, value reporting and for loss adjustment, the following valuation basis applies:

(A) on unsold "stock" -- the actual cash value of the property at the time any loss occurs, but in no event to exceed what it would cost to repair or replace with material of like kind and quality;

(B) on sold "stock"-- the selling price after allowance for discounts;

(C) on property of others in the custody or control of the Insured for the purpose of performing work thereon -- the amount for which the Insured is liable but in no event to exceed the actual cash value at the time and place of loss plus allowance for labour and materials expended to such time;

(D) on tenant's improvements and records -- as defined in paragraphs (A) and (B) of Clause 16;

(E) on all other property insured under this Form and for which no more specific conditions have been set out -- the actual cash value at the time the loss or damage occurs but in no event to exceed what it would then cost to repair or replace with material of like kind and quality.

16. Special Basis of Settlement

(A) **Tenant's Improvements:** The liability of the Insurer shall be determined as follows:
  (i) if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended but in no event exceeding the actual cash value of the tenant's improvements immediately prior to the time of destruction or damage; or
  (ii) if not repaired or replaced with due diligence and dispatch after such loss, that portion of the original cost of the damaged or destroyed tenant's improvements which the unexpired term of the lease at the time of loss bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease.

(B) **Records:** The liability of the Insurer for loss or damage to:
  (i) books of accounts, drawings, card index systems and other records, other than as described in (II) below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labour for actually transcribing or copying said records; and
  (ii) media, data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, shall not exceed the cost of reproducing such media, data storage devices, and programme devices from duplicates or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or data for such reproduction.

  Whichever of the above is applicable shall be the basis to be adopted for the purpose of applying Co-Insurance.

17. Property of Others

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

18. Locked Vehicle Warranty

This clause does not apply to property that is under the control of a common carrier. Warranted by the Insured that property insured which is carried in any vehicle shall be contained within a fully enclosed metal body or compartment of the vehicle, and the Insurer shall be liable in case of loss by theft

from an unattended vehicle only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment, all points of entry of which shall have been securely locked.

19. Automatic Inflation Protection

It is agreed that the amount of insurance applicable to "building(s)" shall be increased during the policy period by the proportion by which the latest published Building Construction Index has increased since the last premium due date.

(A) At the premium due date, the amount of insurance shall be increased automatically in accordance with the latest published Building Construction Index and the appropriate premium charged;

(B) If the amount of insurance applicable to "building(s)" is changed at the request of the Insured during the policy period, the increase will be calculated from the effective date of such change;

(C) If the policy insures two or more items, the foregoing shall apply separately to each item to which this endorsement applies; and

(D) In this endorsement;

(i) "Building Construction Index" means the Construction Building Material Price Indexes (Non-residential) published by Statistics Canada; and

(ii) "Premium Due Date" means the inception, renewal or anniversary date of the policy.

20. Definitions

Wherever used in this Form:

(A) **"Declaration Page"** means the Declarations Page applicable to this Form.

(B) **"Building"** means: the building(s) described on the "Declarations Page" and includes:

(i) fixed structures pertaining to the building(s) and located on the "premises";

(ii) additions and extensions communicating and in contact with the building(s);

(iii) permanent fittings and fixtures attached to and forming part of the building(s);

(iv) materials, equipment and supplies on the "premises" for maintenance of, and normal repairs and minor alterations to the "building" or for building services; and

(v) growing plants, trees, shrubs or flowers inside the "building" used for decorative purposes when the Insured is the owner of the "building".

(C) **"Equipment"** means:

(i) generally all contents usual to the Insured's business including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances other than "building" or "stock" as herein defined;

(ii) similar property belonging to others that the Insured is under obligation to keep insured or for which he is legally liable; and

(iii) tenant's improvements which are defined as building improvements, alterations and betterments made at the expense of the Insured to a "building" occupied by the Insured and which are not otherwise insured, provided the Insured is not the owner of such "building". If the Insured purchased the use interest in tenant's improvements made by a predecessor tenant, this Form applies as though such tenant's improvements had been made at the expense of the Insured.

(D) **"Stock"** means:

(i) merchandise of every description usual to the Insured's business;

(ii) packing, wrapping and advertising materials; and

(iii) similar property belonging to others that the Insured is under obligation to keep insured or for which he is legally liable.

(E) **"Contents Of Every Description"** means: "equipment" and "stock" as defined above.

(F) **"Property Of Every Description"** means: "building(s)", "equipment" and "stock" as defined above.

(G) **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at the locations described on the "Declarations Page" and in or on vehicles within 100 metres (328 feet) of such locations.

(H) **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

(i) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

(ii) any watermains or appurtenances located outside of the described "premises" and forming a part of the public water distribution system; or

(iii) any pond or reservoir in which the water is impounded by a dam.

(I) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant, or contaminants including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

(J) **"Clean Up"** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to the aforementioned processes.

(K) **Named Perils"**

(i) FIRE OR LIGHTNING

(ii)

(iii) EXPLOSION: Except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:

(a)

(i) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;

(ii) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;

(iii) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;

(iv) smelt dissolving tanks;

(b) other vessels and apparatus, and pipes connected therewith, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;

(c) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;

(d) any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion shall not apply to other property insured hereunder that has been damaged by such explosion;

(e) gas turbines.

The following are not explosions within the intent or meaning of this Section:
(a) electric arcing or any coincident rupture of electrical equipment due to such arcing;
(b) bursting or rupture caused by hydrostatic pressure or freezing;
(c) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

(iv) IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE:
The terms "Aircraft" and "Spacecraft" include articles dropped therefrom.
There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:
(a) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
(b) to aircraft, spacecraft or land vehicles causing the loss;
(c) caused by any aircraft or spacecraft when being taxied or moved inside or outside of "buildings".

(v) RIOT, VANDALISM OR MALICIOUS ACTS: The term Riot includes open assemblies of strikers inside or outside the "premises" who have quitted work and of locked-out employees.
There shall in no event be any liability hereunder for loss or damage:
(a) due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
(b) due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Clause 20(J)(II);
(c) due to theft or attempt thereat.

(vi) SMOKE: The term "Smoke" means smoke due to a sudden, unusual and faulty operation of any stationary furnace.
There shall in no event be any liability hereunder for any cumulative damage.

(vii) "LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT": The term Leakage From Fire Protective Equipment means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" described on the "Declarations Page" or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.

(viii) WINDSTORM OR HAIL: There shall in no event be any liability hereunder for loss or damage:
(a) to the interior of the "buildings" insured or their contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail; or

directly or indirectly caused by any of the following whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, or landslip.

2182 (05/2015)

WATER DAMAGE DEDUCTIBLE ENDORSEMENT 6530 (05/2015)

This endorsement changes the form. Please read it carefully.

This endorsement applies to the building, equipment and stock, commercial condominium, or condominium unit form to which it is attached.

Each insured claim for water damage to “Building”, “Equipment” or “Stock” at the “Premises” that is insured by this Policy, except claims for “flood” that are insured under a Flood Endorsement forming part of this Policy, shall be adjusted separately and from the amount so determined the deductible amount specified on the “Declarations page” for the Water Damage Deductible Endorsement shall be deducted.

For the purpose of this endorsement, “flood” shall mean waves, tides, tidal waves, tsunamis, or the rising of, the breaking out or the overflow of any body of water whether natural or man-made.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged. All terms not specifically defined in this endorsement will have the same meaning as in the form to which this endorsement is attached.

6530 (05/2015)

COMMERCIAL GENERAL LIABILITY FORM 2294 (05/2019)

Throughout this form the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under Paragraph **3.** of **SECTION II – WHO IS AN INSURED.** The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

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

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as “Compensatory Damages” because of “Bodily Injury” or “Property Damage” to which this insurance applies. We will have the right and duty to defend the insured against any “Action” seeking those “Compensatory Damages”. However, we will have no duty to defend the insured against any “Action” seeking “Compensatory Damages” for “Bodily Injury” or “Property Damage” to which this insurance does not apply. We may, at our discretion, investigate any “Occurrence” and settle any claim or “Action” that may result. But:
(i) The amount we will pay for “Compensatory Damages” is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
(ii) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B** or **D** or medical expenses under Coverage **C.**
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A, B** and **D.**

(b) This insurance applies to “Bodily Injury” and “Property Damage” only if:
(i) The “Bodily Injury” or “Property Damage” is caused by an “Occurrence” that takes place in the “Coverage Territory”; and
(ii) The “Bodily Injury” or “Property Damage” occurs during the policy period; and

(iii) Prior to the policy period, no insured listed under Item 1. of **SECTION II – WHO IS AN INSURED** and no "Employee" authorized by you to give or receive notice of an "Occurrence" or claim, knew that the "Bodily Injury" or "Property Damage" had occurred, in whole or in part. If such a listed insured or authorized "Employee" knew, prior to the policy period, that the "Bodily Injury" or "Property Damage" occurred, then any continuation, change or resumption of such "Bodily Injury" or "Property Damage" during or after the policy period will be deemed to have been known prior to the policy period.

(c) "Bodily Injury" or "Property Damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Item 1. of **SECTION II – WHO IS AN INSURED** or any "Employee" authorized by you to give or receive notice of an "Occurrence" or claim, includes any continuation, change or resumption of that "Bodily Injury" or "Property Damage" after the end of the policy period.

(d) "Bodily Injury" or "Property Damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Item 1. of **SECTION II – WHO IS AN INSURED** or any "Employee" authorized by you to give or receive notice of an "Occurrence" or claim:
(i) Reports all, or any part, of the "Bodily Injury" or "Property Damage" to us or any other insurer;
(ii) Receives a written or verbal demand or claim for "Compensatory Damages" because of the "Bodily Injury" or "Property Damage"; or
(iii) Becomes aware by any other means that "Bodily Injury" or "Property Damage" has occurred or has begun to occur.

(e) "Compensatory Damages" because of "Bodily Injury" include "Compensatory Damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "Bodily Injury".

2. Exclusions

This insurance does not apply to:

(a) **Expected or Intended Injury**
"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "Bodily Injury" resulting from the use of reasonable force to protect persons or property.

(b) **Contractual Liability**
"Bodily Injury" or "Property Damage" for which the insured is obligated to pay "Compensatory Damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "Compensatory Damages":
(i) That the insured would have in the absence of the contract or agreement; or
(ii) Assumed in a contract or agreement that is an "Insured Contract", provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "Insured Contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "Compensatory Damages" because of "Bodily Injury" or "Property Damage", provided:
a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "Insured Contract"; and
b. Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "Compensatory Damages" to which this insurance applies are alleged.

(c) **Workers' Compensation and Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.

(d) **Employer's Liability**
"Bodily Injury" to:
(i) An "Employee" of the insured arising out of and in the course of:
a. Employment by the insured; or
b. Performing duties related to the conduct of the insured's business; or
(ii) The spouse, child, parent, brother or sister of that "Employee" as a consequence of Item 2.(d)(i) above.
This exclusion applies:
i. Whether the insured may be liable as an employer or in any other capacity; and
ii. To any obligation to share "Compensatory Damages" with or repay someone else who must pay "Compensatory Damages" because of the injury.
This exclusion does not apply to:
iii. Liability assumed by the insured under an "Insured Contract"; or
iv. A claim made or an "Action" brought by a Canadian resident "Employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

(e) **Aircraft or Watercraft**
"Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any insured of:
(i) Any aircraft, air cushion vehicle or watercraft that is owned, operated by rented or loaned to any insured; or
(ii) Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
Use includes operation and "Loading or Unloading".
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "Occurrence" which caused the "Bodily Injury" or "Property Damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned, operated by, rented or loaned to any insured.
This exclusion does not apply to:
i. A watercraft while ashore on premises you own or rent;
ii. A watercraft you do not own that is:
a. Less than 8 metres long; and
b. Not being used to carry persons or property for a charge;
iii. "Bodily Injury" to an "Employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the "Bodily Injury" results from an "Occurrence" involving watercraft.

(f) **Automobile**
"Bodily Injury" or "Property Damage" arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any "Automobile" that is owned, operated by, on behalf of, rented or loaned to any insured. Use includes operation and "Loading or Unloading".
This exclusion also applies to any motorized snow vehicle or its trailers and any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.
This exclusion also applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "Occurrence" which caused the "Bodily Injury" or "Property Damage" involved the ownership, maintenance, use or entrustment to others of any "Automobile" that is owned, operated by, on behalf of, rented or loaned to any insured.
This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "Bodily Injury" or "Property Damage".
This exclusion does not apply to:

(i) "Bodily Injury" to an "Employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law.
(ii) "Bodily Injury" or "Property Damage" arising out of a defective condition in, or improper maintenance of, any "Automobile" that is owned by the Insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the "Automobile" is insured.
(iii) "Bodily Injury" or "Property Damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. This exception however does not apply when such equipment is mounted on or attached to any "Automobile" and such equipment is used for the purpose of "Loading or Unloading".
(iv) "Bodily Injury" or "Property Damage" arising out of "Loading or Unloading" if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation.

(g) **Damage To Property**
"Property Damage" to:
(i) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
(ii) Premises you sell, give away or abandon, if the "Property Damage" arises out of any part of those premises;
(iii) Property loaned to you;
(iv) Personal property in your care, custody or control;
(v) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "Property Damage" arises out of those operations; or
(vi) That particular part of any property that must be restored, repaired or replaced because "Your Work" was incorrectly performed on it.
Paragraph (ii) of this exclusion does not apply if the premises are "Your Work" and were never occupied, rented or held for rental by you.
Paragraphs (iii), (iv), (v), and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.
Paragraph (vi) of this exclusion does not apply to "Property Damage" included in the "Products-Completed Operations Hazard".

(h) **Damage To Your Product**
"Property Damage" to "Your Product" arising out of it or any part of it.

(i) **Damage To Your Work**
"Property Damage" to "Your Work" arising out of it or any part of it and included in the "Products-Completed Operations Hazard".
This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

(j) **Damage To Impaired Property or Property Not Physically Injured**
"Property Damage" to "Impaired Property" or property that has not been physically injured, arising out of:
(i) A defect, deficiency, inadequacy or dangerous condition in "Your Product" or "Your Work"; or
(ii) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "Your Product" or "Your Work" after it has been put to its intended use.

(k) **Recall of Products, Work or Impaired Property**
"Compensatory Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
(i) "Your Product";
(ii) "Your Work"; or
(iii) "Impaired Property";
if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

(l) **Electronic Data and Access or Disclosure of Confidential or Personal Information**
"Compensatory Damages" arising out of:
(i) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "Electronic Data"; or
(ii) any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

(m) **Personal and Advertising Injury**
"Bodily Injury" arising out of "Personal and Advertising Injury".

(n) **Professional Services**
"Bodily Injury" (other than "Incidental Medical Malpractice Injury"), or "Property Damage" due to the rendering of or failure to render by you or on your behalf of any "Professional Services" for others, or any error or omission, malpractice or mistake in providing those services.

(o) **Abuse**
(i) Claims or "Action"(s) arising directly or indirectly from "Abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "Abuse".
(ii) Claims or "Action"(s) based on your practices of "Employee" hiring, acceptance of "Volunteer Worker"(s) or supervision or retention of any person alleged to have committed "Abuse".
(iii) Claims or "Action"(s) alleging knowledge by an insured of, or failure to report, the alleged "Abuse" to the appropriate authority(ies).

(p) **Asbestos –** see Common Exclusions
(q) **Fungi or Spores –** see Common Exclusions
(r) **Nuclear–** see Common Exclusions
(s) **Pollution –** see Common Exclusions
(t) **Terrorism –** see Common Exclusions
(u) **War Risks –** see Common Exclusions

COVERAGE B. PERSONAL and ADVERTISING INJURY LIABILITY

1. Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as "Compensatory Damages" because of "Personal and Advertising Injury" to which this insurance applies. We will have the right and duty to defend the insured against any "Action" seeking those "Compensatory Damages". However, we will have no duty to defend the insured against any "Action" seeking "Compensatory Damages" for "Personal and Advertising Injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "Action" that may result. But:
(i) The amount we will pay for "Compensatory Damages" is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
(ii) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B** or **D** or medical expenses under Coverage **C.**
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A, B** and **D.**

(b) This insurance applies to "Personal and Advertising Injury" caused by an offense arising out of your business but only if the offense was committed in the "Coverage Territory" during the policy period.

2. Exclusions

This insurance does not apply to:

(a) **Knowing Violation Of Rights Of Another**
"Personal and Advertising Injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "Personal and Advertising Injury".

(b) **Material Published With Knowledge Of Falsity**
"Personal and Advertising Injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(c) **Material Published Prior To Policy Period**
"Personal and Advertising Injury" arising out of oral or written publication of material whose first publication took place before the beginning of the form period.

(d) **Criminal Acts**
"Personal and Advertising Injury" arising out of a criminal act committed by or at the direction of the insured.

(e) **Contractual Liability**
"Personal and Advertising Injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "Compensatory Damages" that the insured would have in the absence of the contract or agreement.

(f) **Breach Of Contract**
"Personal and Advertising Injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "Advertisement".

(g) **Quality Or Performance Of Goods – Failure To Conform To Statements**
"Personal and Advertising Injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "Advertisement".

(h) **Wrong Description Of Prices**
"Personal and Advertising Injury" arising out of the wrong description of the price of goods, products or services stated in your "Advertisement".

(i) **Infringement Of Copyright, Patent, Trademark or Trade Secret**
"Personal and Advertising Injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "Advertisement", of copyright, trade dress or slogan.

(j) **Insureds In Media and Internet Type Businesses**
"Personal and Advertising Injury" committed by an insured whose business is:
(i) Advertising, broadcasting, publishing or telecasting;
(ii) Designing or determining content of web-sites for others; or
(iii) An Internet search, access, content or service provider.
However, this exclusion does not apply to Item 23. (a), (b), and (c) of "Personal and Advertising Injury" under **SECTION V - DEFINITIONS**.
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(k) **Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards**
"Personal and Advertising Injury" arising out of an electronic interactive website, chatroom, interactive forum or bulletin board the insured hosts, owns, or over which the insured exercises control.

(l) **Unauthorized Use Of Another's Name or Product**
"Personal and Advertising Injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(m) **Data-Related Liability and Access or Disclosure of Confidential or Personal Information**
"Personal and Advertising Injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

(n) **Asbestos –** see Common Exclusions

(o) **Fungi or Spores –** see Common Exclusions

(p) **Nuclear–** see Common Exclusions

(q) **Pollution –** see Common Exclusions

(r) **Terrorism –** see Common Exclusions

(s) **War Risks –** see Common Exclusions

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

(a) We will pay medical expenses as described below for "Bodily Injury" caused by an accident:
(i) On premises you own or rent;
(ii) On ways next to premises you own or rent; or
(iii) Because of your operations;
provided that:
a. The accident takes place in the "Coverage Territory" and during the policy period;
b. The expenses are incurred and reported to us within one year of the date of the accident; and
c. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

(b) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in **SECTION III – LIMITS OF INSURANCE**. We will pay reasonable expenses for:
(i) First aid administered at the time of an accident;
(ii) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(iii) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "Bodily Injury":

(a) **Any Insured**
To any insured, except "Volunteer Worker"(s).

(b) **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

(c) **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

(d) **Workers Compensation and Similar Laws**
To a person, whether or not an "Employee" of any insured, if benefits for the "Bodily Injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

(e) **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

(f) **Products-Completed Operations Hazard**
Included within the "Products-Completed Operations Hazard".

(g) **Coverage A Exclusions**
Excluded under Coverage **A.**

COVERAGE D. TENANTS' LEGAL LIABILITY

1. Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as "Compensatory Damages" because of "Property Damage" to which this insurance applies. This insurance applies only to "Property Damage" to premises of others rented to you or occupied by you. We will have the right and duty to defend the insured against any "Action" seeking those "Compensatory Damages". However, we will have no duty to defend the insured against any "Action" seeking "Compensatory Damages" for "Property Damage" to which this insurance does not apply. We may, at our discretion, investigate any "Occurrence" and settle any claim or "Action" that may result. But:
(i) The amount we will pay for "Compensatory Damages" is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
(ii) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B** or **D** or medical expenses under Coverage **C.**
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A, B** and **D.**

(b) This insurance applies to "Property Damage" only if:
(i) The "Property Damage" is caused by an "Occurrence" that takes place in the "Coverage Territory";
(ii) The "Property Damage" occurs during the policy period; and
(iii) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no "Employee" authorized by you to give or receive notice of an "Occurrence" or claim, knew that the "Property Damage" had occurred, in whole or in part. If such a listed insured or authorized "Employee" knew, prior to the policy period, that the "Property Damage" occurred, then any continuation, change or resumption of such "Property Damage" during or after the policy period will be deemed to have been known prior to the policy period.

(c) "Property Damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "Employee" authorized by you to give or receive notice of an "Occurrence" or claim, includes any continuation, change or resumption of that "Property Damage" after the end of the policy period.

(d) "Property Damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "Employee" authorized by you to give or receive notice of an "Occurrence" or claim:
(i) Reports all, or any part, of the "Property Damage" to us or any other insurer;
(ii) Receives a written or verbal demand or claim for "Compensatory Damages" because of the "Property Damage"; or
(iii) Becomes aware by any other means that "Property Damage" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

(a) **Expected or Intended Injury**
"Property Damage" expected or intended from the standpoint of the insured.

(b) **Contractual Liability**
"Property Damage" for which the insured is obligated to pay "Compensatory Damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "Compensatory Damages" that the insured would have in the absence of the contract or agreement.

(c) **Asbestos –** see Common Exclusions
(d) **Fungi or Spores –** see Common Exclusions
(e) **Nuclear–** see Common Exclusions
(f) **Pollution –** see Common Exclusions
(g) **Terrorism –** see Common Exclusions
(h) **War Risks –** see Common Exclusions

COMMON EXCLUSIONS – COVERAGES A, B, C and D

This insurance does not apply to:

1. Asbestos

"Bodily Injury", "Property Damage" or "Personal and Advertising Injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.
This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "Bodily Injury", "Property Damage" or "Personal and Advertising Injury".

2. Fungi or Spores

(a) "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "Fungi" or "Spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "Fungi" or "Spores";
(b) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or
(c) Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "Bodily Injury", "Property Damage" or "Personal and Advertising Injury".

For the purpose of the following exception:
(d) "Property Damage" means physical injury to animals.

(e) "Products-Completed Operations Hazard" means all "Bodily Injury" and "Property Damage" that arises out of "Your Product" provided the "Bodily Injury" or "Property Damage" occurs after you have relinquished physical possession of "Your Product".

This exclusion does not apply to "Bodily Injury" or "Property Damage" included in the "Products-Completed Operations Hazard" arising directly or indirectly from "Fungi" or "Spores" that are found in or on, or are, "Your Product", and you intend "Your Product" to be:

(i) applied topically to; or
(ii) ingested by;

humans or animals.

3. Nuclear Energy Liability

(a) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;

(b) "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" with respect to which an insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;

(c) "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" resulting directly or indirectly from the "Nuclear Energy Hazard" arising from:

(i) The ownership, maintenance, operation or use of a "Nuclear Facility" by or on behalf of an insured;
(ii) the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "Nuclear Facility";
(iii) the possession, consumption, use, handling, disposal or transportation of "Fissionable Substances", or of other "Radioactive Material" (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

This exclusion applies regardless of any other contributing or aggravating cause or event that contribute concurrently or in any sequence to the "Bodily Injury", "Property Damage" or "Personal and Advertising Injury".

4. Pollution

(a) "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "Pollutants":

(i) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
  a. "Bodily Injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
  b. "Bodily 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
  c. "Bodily Injury" or "Property Damage" arising out of heat, smoke or fumes from a "Hostile Fire";
(ii) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
(iii) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  a. Any insured; or
  b. Any person or organization for whom you may be legally responsible; or
(iv) 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:
  a. "Bodily 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 permanent and integral mobile equipment 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;
  b. "Bodily Injury" or "Property Damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  c. "Bodily Injury" or "Property Damage" arising out of heat, smoke or fumes from a "Hostile Fire".
(v) 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".

(b) Any loss, cost or expense arising out of any:

(i) 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"; or
(ii) 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 (b) 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.

5. Terrorism

"Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising directly or indirectly, in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "Bodily Injury", "Property Damage" or "Personal and Advertising Injury".

6. War Risks

"Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "Bodily Injury", "Property Damage" or "Personal and Advertising Injury".

SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

1. We will pay, with respect to any claim we investigate or settle, or any "Action" against an insured we defend:

(a) All expenses we incur.
(b) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
(c) All reasonable expenses you incur at our request to assist us in the investigation or defense of the claim or "Action", including actual loss of earnings up to $250 a day because of time off from work.
(d) All costs assessed or awarded against you in the "Action".
(e) Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against an "Action" and an indemnitee of the insured is also named as a party to the "Action", we will defend that indemnitee if all of the following conditions are met:
(a) The "Action" against the indemnitee seeks "Compensatory Damages" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "Insured Contract";
(b) This insurance applies to such liability assumed by the insured;
(c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "Insured Contract";
(d) The allegations in the "Action" and the information we know about the "Occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
(e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "Action" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
(f) The indemnitee:
  (i) Agrees in writing to:
    a. Cooperate with us in the investigation, settlement or defense of the "Action";
    b. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "Action";
    c. Notify any other insurer whose coverage is available to the indemnitee; and
    d. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  (ii) Provides us with written authorization to:
    a. Obtain records and other information related to the "Action"; and
    b. Conduct and control the defense of the indemnitee in such "Action".

So long as the above conditions are met, legal fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Item 2.b.(ii) of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be "Compensatory Damages" for "Bodily Injury" and "Property Damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:
(a) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
(b) The conditions set forth above, or the terms of the agreement described in Paragraph **(f)** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
(b) A partnership, limited liability partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
(d) An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "Executive Officer"(s) and directors are insureds, but only with respect to their duties as your officers or directors. Your shareholders are also insureds, but only with respect to their liability as shareholders.
(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
(a) Your "Volunteer Worker"(s) only while performing duties related to the conduct of your business, or your "Employee"(s), other than either your "Executive Officer"(s) (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "Employee"(s) or "Volunteer Worker"(s) are insureds for:
  (i) "Bodily Injury" or "Personal and Advertising Injury":
    a. To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company), to a co-"Employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "Volunteer Worker"(s) while performing duties related to the conduct of your business;
    b. To the spouse, child, parent, brother or sister of that co-"Employee" or "Volunteer Worker" as a consequence of Item **(i) a.** above;
    c. For which there is any obligation to share "Compensatory Damages" with or repay someone else who must pay "Compensatory Damages" because of the injury described in Item (i) a. or b. above;
    d. Arising out of his or her providing or failing to provide professional health care services; or
    e. To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
  (ii) "Property Damage" to property that is:
    a. Owned, occupied or used by,
    b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "Employee"(s), "Volunteer Worker"(s), any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member (if you are a limited liability company).
(b) Any person (other than your "Employee" or "Volunteer Worker"), or any organization while acting as your real estate manager.
(c) Any person or organization having proper temporary custody of your property if you die, but only:
  (i) With respect to liability arising out of the maintenance or use of that property; and
  (ii) Until your legal representative has been appointed.
(d) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
(e) Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.

3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
(b) Coverage **A** and **D** does not apply to "Bodily Injury" or "Property Damage" that occurred before you acquired or formed the organization; and
(c) Coverage **B** does not apply to "Personal 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 Declarations.

4. Blanket Additional Insured – When required by an "Insured Contract".
Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy. Such person or organization is an additional insured only with respect to liability for "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" caused in whole or in part, by:
(a) Your acts or failure to act; or
(b) The acts or failure to act of those acting on your behalf;
in the performance of the terms of your contract.
A person's or organization's status as an additional insured under this form ends when your contract with that additional insured is completed.
There is no coverage under this form for any liability of the additional insured caused by its own acts or omissions.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(a) Insureds;
(b) Claims made or "Action"(s) brought; or
(c) Persons or organizations making claims or bringing "Action"(s).
2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for "Compensatory Damages" because of "Bodily Injury" and "Property Damage" included in the "Products-Completed Operations Hazard".
3. The Each Occurrence Limit is the most we will pay for the sum of:
(a) "Compensatory Damages" under Coverage **A**; and
(b) Medical expenses under Coverage **C**
because of all "Bodily Injury" and "Property Damage" arising out of any one "Occurrence".
4. The Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "Compensatory Damages" because of all "Personal and Advertising Injury" sustained by any one person or organization.
5. The Tenants' Legal Liability Limit is the most we will pay under Coverage **D** for "Compensatory Damages" because of "Property Damage" to any one premises.
6. Subject to Item 3. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "Bodily Injury" sustained by any one person.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

7. Deductible
(a) Our obligation under Property Damage Liability and Tenants' Legal Liability to pay "Compensatory Damages" on your behalf applies only to the amount of "Compensatory Damages" in excess of any deductible amounts stated in the Declarations as applicable to such coverages, and the limits of insurance applicable to each "Occurrence" for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
(b) The deductible amount applies as follows:
(i) Under Coverage **A**: To all "Compensatory Damages" because of "Property Damage" as the result of any one "Occurrence", regardless of the number of persons or organizations who sustain "Compensatory Damages" because of that "Occurrence".
(ii) Under Coverage **D**, Tenants' Legal Liability, to all "Compensatory Damages" because of "Property Damage" as the result of any one "Occurrence", regardless of the number of persons or organizations who sustain "Compensatory Damages" because of that "Occurrence".
(c) The terms of this insurance, including those in respect to:
(i) our right and duty to defend any "Action" seeking those "Compensatory Damages"; and
(ii) your duties in the event of an "Occurrence", claim or "Action";
apply irrespective of the application of the deductible amount.
(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "Action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

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

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

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

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

4. Duties In The Event Of Occurrence, Offense, Claim or Action
(a) You must see to it that we are notified as soon as practicable of an "Occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
(i) How, when and where the "Occurrence" or offense took place;
(ii) The names and addresses of any injured persons and witnesses; and
(iii) The nature and location of any injury or damage arising out of the "Occurrence" or offense.

(b) If a claim is made or "Action" is brought against any insured, you must:
   (i) Immediately record the specifics of the claim or "Action" and the date received; and
   (ii) Notify us as soon as practicable.
   You must see to it that we receive written notice of the claim or "Action" as soon as practicable.
(c) You and any other involved insured must:
   (i) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "Action";
   (ii) Authorize us to obtain records and other information;
   (iii) Cooperate with us in the investigation or settlement of the claim or defense against the "Action"; and
   (iv) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
(d) No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books and Records.

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

6. Inspections and Surveys

(a) We have the right to:
   (i) Make inspections and surveys at any time;
   (ii) Give you reports on the conditions we find; and
   (iii) Recommend changes.
(b) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   (i) Are safe or healthful; or
   (ii) Comply with laws, regulations, codes or standards.
(c) Items (a) and (b) of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
(d) Item (b) of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under provincial or municipal statutes, ordinances, by-laws or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this form:
(a) To join us as a party or otherwise bring us into an "Action" asking for "Compensatory Damages" from an insured; or
(b) To sue us on this form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "Compensatory Damages" that are not payable under the terms of this form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Every action or proceeding against an insurer for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation in the province or territory where you, as the first Named Insured in the declarations, have your head office.

8. Other Insurance

If other valid and collectible insurance is available to the insured under any other form or policy issued to you by an insurer other than us or an "Affiliate" of ours for a loss we cover under Coverages **A**, **B** or **D** of this policy, our obligations are limited as follows:

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

(b) **Excess Insurance**
This insurance is excess over:
   (i) Any of the other insurance, whether primary, excess, contingent or on any other basis:
      a. That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "Your Work";
      b. That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
      c. If the loss arises out of the maintenance or use of watercraft or "Automobile" to the extent not subject to either Exclusion (e) or (f) of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
   (ii) Any other primary insurance available to you covering liability for "Compensatory Damages" arising out of the premises or operations or products-completed operations for which you have been added as an additional insured by attachment of an endorsement.

   When this insurance is excess, we will have no duty under Coverages **A**, **B** or **D** to defend you against any "Action" if any other insurer has a duty to defend you against that "Action". If no other insurer defends, we will undertake to do so, but we will be entitled to your rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (iii) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (iv) The total of all deductible and self-insured amounts under all that other insurance.

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

(c) **Method Of Sharing**
   If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
   If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premium Audit

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

10. Premiums
The first Named Insured shown in the Declarations:
(a) Is responsible for the payment of all premiums; and
(b) Will be the payee for any return premiums we pay.

11. Representations
By accepting this form, you agree:
(a) The statements in the Declarations are accurate and complete;
(b) Those statements are based upon representations you made to us; and
(c) We have issued this policy in reliance upon your representations.

12. Separation Of Insureds, Cross Liability
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
(a) As if each Named Insured were the only Named Insured; and
(b) Separately to each insured against whom claim is made or "Action" is brought.

13. Transfer Of Rights Of Recovery Against Others To Us
If the insured has rights to recover all or part of any payment we have made under this form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "Action" or transfer those rights to us and help us enforce them.

14. Transfer Of Your Rights and Duties Under This Form
Your rights and duties under this form may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

15. Two or More Forms or Policies Issued by Us
If this form and any other form or policy issued to you by us or any "Affiliate" of ours is available for the same loss, whether in whole or in part, the combined maximum limit of insurance under all of the forms or policies shall not exceed the highest applicable limit of insurance under any one form or policy. This condition does not apply to any form or policy issued by us or any "Affiliate" of ours to apply as excess insurance over this form.

SECTION V – DEFINITIONS

1. "Abuse" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.

2. "Action" means a civil proceeding in which "Compensatory Damages" because of "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" to which this insurance applies are alleged. "Action" includes:
(a) An arbitration proceeding in which such "Compensatory Damages" are claimed and to which the insured must submit or does submit with our consent; or
(b) Any other alternative dispute resolution proceeding in which such "Compensatory Damages" are claimed and to which the insured submits with our consent.

3. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
(a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
(b) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

4. "Affiliate" means any legal entity that, now or in the future, we own, owns us or is under common control with us.

5. "Automobile" means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.

6. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

7. "Compensatory Damages" means damages due or awarded in payment for actual injury or economic loss. "Compensatory Damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.

8. "Coverage Territory" means:
(a) Canada and the United States of America (including its territories and possessions).
(b) International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **(a)** above; or
(c) All other parts of the world if the injury or damage arises out of:
(i) Goods or products made or sold by you in the territory described in **(a)** above; or
(ii) The activities of an insured person whose home is in the territory described in **(a)** above, but is away for a short time on your business; or
(iii) "Personal and Advertising Injury" offenses that take place through the Internet or similar electronic means of communication
provided the insured's responsibility to pay "Compensatory Damages" is determined in an "Action" on the merits, in the territory described in **(a)** above or in a settlement we agree to.

9. "Electronic Data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, source codes, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

10. "Employee" includes a "Leased Worker" and a "Temporary Worker".

11. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

12. "Fissionable Substances" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

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

14. "Hostile Fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

15. "Impaired Property" means tangible property, other than "Your Product" or "Your Work", that cannot be used or is less useful because:
(a) It incorporates "Your Product" or "Your Work" that is known or thought to be defective, deficient, inadequate or dangerous; or
(b) You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
(c) The repair, replacement, adjustment or removal of "Your Product" or "Your Work"; or
(d) Your fulfilling the terms of the contract or agreement.

16. "Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render, during the form period, the following services:
(a) medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
(b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
by any insured or any indemnitee causing the "Incidental Medical Malpractice Injury" who is not engaged in the business or occupation of providing any of the services described in Items (a) and (b) above.

17. "Insured Contract" means:
(a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured Contract";
(b) A sidetrack agreement;
(c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
(d) Any other easement agreement;
(e) An obligation, as required by ordinance or by-law, to indemnify a municipality, except in connection with work for a municipality;
(f) An elevator maintenance agreement;
(g) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "Compensatory Damages" because of "Bodily Injury" or "Property Damage" to a third person or organization, provided the "Bodily Injury" or "Property Damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Item (g) does not include that part of any contract or agreement:
(i) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
(ii) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render "Professional Services", including those listed in Item (i) above and supervisory, inspection, architectural or engineering activities.

18. "Leased Worker" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased Worker" does not include a "Temporary Worker".

19. "Loading or Unloading" means the handling of property:
(a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "Automobile";
(b) While it is in or on an aircraft, watercraft or "Automobile"; or
(c) While it is being moved from an aircraft, watercraft or "Automobile" to the place where it is finally delivered;
but "Loading or Unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "Automobile".

20. "Nuclear Energy Hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;

21. "Nuclear Facility" means:
(a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
(b) any equipment or device designed or used for:
(i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, or
(ii) processing or packaging waste;
(c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;
and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

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

23. "Personal and Advertising Injury" means injury, including consequential "Bodily Injury", arising out of one or more of the following offenses:
(a) False arrest, detention or imprisonment;
(b) Malicious prosecution;
(c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
(d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

(e) Oral or written publication, in any manner, of material that violates a person's right of privacy;
(f) The use of another's advertising idea in your "Advertisement"; or
(g) Infringing upon another's copyright, trade dress or slogan in your "Advertisement".

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

25. "Products-Completed Operations Hazard":
(a) Includes all "Bodily Injury" and "Property Damage" occurring away from premises you own or rent and arising out of "Your Product" or "Your Work" except:
  (i) Products that are still in your physical possession; or
  (ii) Work that has not yet been completed or abandoned. However, "Your Work" will be deemed completed at the earliest of the following times:
    a. When all of the work called for in your contract has been completed.
    b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
(b) Does not include "Bodily Injury" or "Property Damage" arising out of:
  (i) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle that is not owned or operated by you, and that condition was created by the "Loading or Unloading" of that vehicle by any insured; or
  (ii) The existence of tools, uninstalled equipment or abandoned or unused materials.

26. "Professional Services" shall include but not be limited to:
(a) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
(b) Any professional service or treatment conducive to health;
(c) Professional services of a pharmacist;
(d) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
(e) The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
(f) Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
(g) The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
(h) Supervisory, inspection, architectural, design or engineering services;
(i) Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
(j) Any computer programming or re-programming, consulting, advisory or related services; or
(k) Claim, investigation, adjustment, appraisal, survey or audit services.

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

For the purposes of this insurance, "Electronic Data" is not tangible property.

28. "Radioactive Material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;

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

30. "Temporary Worker" means a person who is furnished to you to substitute for a permanent "Employee" on leave or to meet seasonal or short-term workload conditions.

31. "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

32. "Volunteer Worker" means a person who is not your "Employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

33. "Your Product":
(a) Means:
  (i) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    a. You;
    b. Others trading under your name; or
    c. A person or organization whose business or assets you have acquired; and
  (ii) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
(b) Includes
  (i) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "Your Product"; and
  (ii) The providing of or failure to provide warnings or instructions.
(c) Does not include vending machines or other property rented to or located for the use of others but not sold.

34. "Your Work":
(a) Means:
  (i) Work or operations performed by you or on your behalf; and
  (ii) Materials, parts or equipment furnished in connection with such work or operations.
(b) Includes
  (i) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "Your Work", and
  (ii) The providing of or failure to provide warnings or instructions.

EMPLOYERS BODILY INJURY LIABILITY EXTENSION ENDORSEMENT 2299OAPSB (08/2024)

This endorsement changes the form. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY FORM

For the purposes of this endorsement only, we agree that exclusion (d) **Employer's Liability** under **SECTION I – COVERAGES**, **COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY, 2. Exclusions** does not apply to "Bodily Injury" to an "Employee" of the insured arising out of and in the course of:

i. employment by the insured; or
ii. performing duties related to the conduct of the insured's business.

LIMIT OF LIABILITY
The most we will pay for claims for "Compensatory Damages" arising out of "Bodily Injury" payable because of this endorsement is $1,000,000.

Payments of claims under this endorsement do not increase and are not payable in addition to the limit of insurance stated in the Declarations for Commercial General Liability. Such payments will be included in and will reduce the Products-Completed Operations Aggregate Limit and the Each Occurrence Limit described in **SECTION III – LIMITS OF INSURANCE**, items 2. and 3.

Except as otherwise provided in this form, all terms, provisions and conditions of the policy shall have full force and effect. All terms not specifically defined in this endorsement will have the same meaning as in the form to which this endorsement is attached.

2299OAPSB (08/2024)

EXPERT® CYBER 4358 (11/2018)
SUPPLEMENTAL DECLARATIONS (CANADA)

Policy Aggregate Limit of Liability Aggregate for all loss, including "Claims Expenses", subject to the following:	**$50,000**
Information Security and Privacy Liability Limit:	**$50,000**
Regulatory Defense and Penalties Sublimit:	**$10,000**
PCI Fines, Expenses and Costs Sublimit:	**$5,000**
Cyber Extortion Sublimit:	**$10,000**
First Party Data Protection Sublimit:	**$10,000**
First Party Network Business Interruption Sublimit:	**$10,000**
Liability Retention Per Claim or Incident:	**$2,500**
Information Security and Privacy Liability:	**$2,500**
Regulatory Defense and Penalties:	**$2,500**
PCI Fines, Expenses and Costs:	**$2,500**
Cyber Extortion:	**$2,500**
First Party Data Protection:	**$2,500**
Income Loss Retention under First Party Network Business Interruption:	**the greater of $5,000 or income loss during 12 hour waiting period**
Privacy Breach Response Services Limit of Coverage "Computer Expert Services", "Legal Services" and "Public Relations and Crisis Management Expenses" Aggregate Limit:	**$25,000**
Notified Individuals - "Notification Services", "Call Center Services" and "Breach Resolution and Mitigation Services" Aggregate Limit:	**5,000 Notified Individuals**
Privacy Breach Response Services Retention Per Incident "Computer Expert Services", "Legal Services" and "Public Relations and Crisis Management Expenses":	**$2,500**
Notified Individuals:	**100 Notified Individuals**
Retroactive Date	The Retroactive Date is the date on which this form was first added to this policy, unless otherwise shown on the "Declarations Page"

This cyber policy is only intended to cover the given Named Insureds, being the individual Police Service Boards which are members of the Ontario Association of Police Service Boards. In respect to the given policy, there shall be no coverage for any and all Cyber claims, breaches or losses sustained by any municipality involved.

EXPERT® CYBER (CANADA)

NOTICE: INSURING AGREEMENTS A., C. AND D. OF THIS FORM PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO US DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN CLAUSE IX. OF THIS FORM. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS FORM SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS. INSURING AGREEMENT B. OF THIS FORM PROVIDES FIRST PARTY COVERAGE ON AN INCIDENT DISCOVERED AND REPORTED BASIS AND APPLIES ONLY TO INCIDENTS FIRST DISCOVERED BY THE INSURED AND REPORTED TO US DURING THE POLICY PERIOD.

INSURING AGREEMENTS E., F. AND G. OF THIS FORM PROVIDE FIRST PARTY COVERAGE AS DESCRIBED HEREIN.

*THROUGHOUT THIS FORM, THE WORDS "YOU" AND "YOUR" REFER TO THE "NAMED INSURED(S)" SHOWN IN THE POLICY DECLARATIONS AND ANY OTHER PERSON(S) OR ORGANIZATION(S) QUALIFYING AS A "NAMED INSURED" UNDER THIS FORM. THE WORDS "WE", "US" AND "OUR" REFER TO THE COMPANY PROVIDING THIS COVERAGE. THE WORD "INSURED" MEANS ANY PERSON OR ORGANIZATION QUALIFYING AS SUCH UNDER **CLAUSE V. DEFINITIONS** OF THIS FORM.*

*WORDS AND PHRASES BETWEEN QUOTATION MARKS HAVE SPECIAL MEANING. THESE WORDS AND PHRASES ARE DEFINED IN THIS FORM EITHER IN **CLAUSE V. DEFINITIONS** OR EXCEPTIONALLY IN THE CLAUSE THAT FIRST USES THE WORD OR PHRASE.*

TO THE EXTENT ANY WORDS OR PHRASES USED IN THIS FORM ARE DEFINED ELSEWHERE IN THE POLICY, SUCH DEFINITIONS PROVIDED ELSEWHERE DO NOT APPLY TO GIVE MEANING TO THE WORDS OR PHRASES USED IN THIS FORM.

I. INSURING AGREEMENTS

A. Information Security & Privacy Liability

To pay on behalf of the "Insured":

"Damages" and "Claims Expenses", in excess of the "Retention", which the "Insured" shall become legally obligated to pay because of any "Claim", including a "Claim" for violation of a "Privacy Law", first made against any "Insured" during the "Policy Period" or Optional Extension Period (if applicable) and reported in writing to us during the "Policy Period" or as otherwise provided in Clause IX. of this Form for:

1. theft, loss, or "Unauthorized Disclosure" of "Personally Identifiable Information" or "Third Party Information" that is in the care, custody or control of the "Insured Organization", or a third party for whose theft, loss or "Unauthorized Disclosure" of "Personally Identifiable Information" or "Third Party Information" the "Insured Organization" is legally liable, provided such theft, loss or "Unauthorized Disclosure" first takes place on or after the "Retroactive Date" and before the end of the "Policy Period";
2. one or more of the following acts or incidents that directly result from a failure of "Computer Security" to prevent a "Security Breach", provided that such act or incident first takes place on or after the "Retroactive Date" and before the end of the "Policy Period";
   (a) the alteration, corruption, destruction, deletion, or damage to data stored on "Computer Systems";
   (b) the failure to prevent transmission of malicious code from "Computer Systems" to computer or network systems that are not owned, operated or controlled by an "Insured"; or
   (c) the participation by the "Insured Organization"'s "Computer Systems" in a denial-of-service attack directed against computer or network systems that are not owned, operated or controlled by an "Insured";
3. the "Insured Organization"'s failure to timely disclose an incident described in Insuring Agreement A.1. or A.2. in violation of any "Breach Notice Law"; provided such incident giving rise to the "Insured Organization"'s obligation under a "Breach Notice Law" must first take place on or after the "Retroactive Date" and before the end of the "Policy Period"; or
4. failure by the "Insured" to comply with that part of a "Privacy Policy" that specifically:
   (a) prohibits or restricts the "Insured Organization"'s disclosure, sharing or selling of a person's "Personally Identifiable Information";
   (b) requires the "Insured Organization" to provide access to "Personally Identifiable Information" or to correct incomplete or inaccurate "Personally Identifiable Information" after a request is made by a person; or
   (c) mandates procedures and requirements to prevent the loss of "Personally Identifiable Information";

   provided the acts, errors or omissions that constitute such failure to comply with a "Privacy Policy" must first take place on or after the "Retroactive Date" and before the end of the "Policy Period", and the "Insured Organization" must, at the time of such acts, errors or omissions have in force a "Privacy Policy" that addresses those subsections above that are relevant to such "Claim".

B. Privacy Breach Response Services

To provide "Privacy Breach Response Services" to the "Insured Organization" in excess of the "Retention" because of an incident (or reasonably suspected incident) described in Insuring Agreement A.1. or A.2. that first takes place on or after the "Retroactive Date" and before the end of the "Policy Period" and is discovered by the "Insured" and is reported to us during the "Policy Period".

"Privacy Breach Response Services" means the following:

1. "Computer Expert Services";
2. "Legal Services";
3. "Notification Services" to provide notification to:
   (a) individuals who are required to be notified by the "Insured Organization" under the applicable "Breach Notice Law"; or
   (b) in our discretion, individuals affected by an incident in which their "Personally Identifiable Information" has been subject to theft, loss or "Unauthorized Disclosure" in a manner which compromises the security or privacy of such individual by posing a significant risk of financial, reputational or other harm to the individual;
4. "Call Centre Services";
5. "Breach Resolution and Mitigation Services"; and
6. "Public Relations and Crisis Management Expenses".

"Privacy Breach Response Services" will be subject to the applicable retentions and limitations set forth in the Supplemental Declarations, and shall not include any internal salary or overhead expenses of the "Insured Organization". It is a condition precedent under this Form that our prior written consent be obtained for "Privacy Breach Response Services" to be covered. "Privacy Breach Response Services" will be provided by a service provider selected from our panel in consultation with the "Insured Organization".

C. Regulatory Defence and Penalties

To pay on behalf of the "Insured":

"Claims Expenses" and "Penalties" in excess of the "Retention", which the "Insured" shall become legally obligated to pay because of any "Claim" in the form of a "Regulatory Proceeding", first made against any "Insured" during the "Policy Period" or Optional Extension Period (if applicable) and reported to us in writing during the "Policy Period" or as otherwise provided in Clause IX. of this Form, for a violation of a "Privacy Law" and caused by an incident described in Insuring Agreements A.1., A.2. or A.3. that first takes place on or after the "Retroactive Date" and before the end of the "Policy Period".

D. PCI Fines, Expenses and Costs

To indemnify the "Insured" for "PCI Fines, Expenses and Costs", in excess of the "Retention", which the "Insured" shall become legally obligated to pay because of a "Claim" first made against any "Insured" during the "Policy Period" or Optional Extension Period (if applicable) and reported to us in writing during the "Policy Period" or as otherwise provided in Clause IX. of this Form. Coverage under this Insuring Agreement is sub-limited to the amount set forth in the Supplemental Declarations and we shall have no duty to defend any "Claim" or pay "Claims Expenses" with respect to any "Claim" under this Insuring Agreement.

E. Cyber Extortion

To indemnify the "Named Insured" for:
"Cyber Extortion Loss", in excess of the "Retention", incurred by the "Insured Organization" as a direct result of an "Extortion Threat" first made against the "Insured Organization" during the "Policy Period".

F. **First Party Data Protection**
To indemnify the "Named Insured" for:
"Data Protection Loss", in excess of the "Retention", incurred by the "Insured Organization" as a direct result of:
1. alteration, corruption, destruction, deletion or damage to a "Data Asset", or
2. inability to access a "Data Asset",
that is directly caused by a failure of "Computer Security" to prevent a "Security Breach"; provided that such "Security Breach" must take place on or after the "Retroactive Date" and before the end of the "Policy Period".

G. **First Party Network Business Interruption**
To indemnify the "Named Insured" for the actual "Business Interruption Loss", in excess of the applicable "Retention", the "Insured Organization" sustains during the "Period of Restoration" as a direct result of an actual and necessary interruption of "Computer Systems" caused directly by a failure of "Computer Security" to prevent a "Security Breach"; provided that such "Security Breach" must first take place on or after the "Retroactive Date" and before the end of the "Policy Period".

II. DEFENCE AND SETTLEMENT OF CLAIMS

A. We shall have the right and duty to defend, subject to all the provisions, terms and conditions of this Form:
1. any "Claim" against the "Insured" seeking "Damages" which are payable under the terms of this Form, even if any of the allegations of the "Claim" are groundless, false or fraudulent; or
2. under Insuring Agreement C., any "Claim" in the form of a "Regulatory Proceeding".
Defence Counsel shall be mutually agreed upon between us and the "Named Insured", but in the absence of such agreement, our decision shall be final.

B. With respect to any "Claim" against the "Insured" seeking "Damages" or "Penalties" which are payable under the terms of this Form, we will pay "Claims Expenses" incurred with their prior written consent. The Limit of Liability available to pay "Damages" and "Penalties" shall be reduced and may be completely exhausted by payment of "Claims Expenses". "Damages", "Penalties", and "Claims Expenses" shall be applied against each "Claim" "Retention" payable by the "Insured".
"Claims Expenses" incurred without our prior written consent shall not be covered hereunder and shall not be applied against the "Claim" "Retention".

C. If the "Insured" shall refuse to consent to any settlement or compromise recommended by us and acceptable to the claimant and elects to contest the "Claim", our liability for any "Damages", "Penalties" and "Claims Expenses" shall not exceed:
1. the amount for which the "Claim" could have been settled, less the remaining "Retention", plus the "Claims Expenses" incurred up to the time of such refusal; plus
2. fifty percent (50%) of any "Claims Expenses" incurred after the date such settlement or compromise was recommended to the "Insured" plus fifty percent (50%) of any "Damages" above the amount for which the "Claim" could have been settled. The remaining fifty percent (50%) of such "Claims Expenses" and "Damages" must be borne by the "Insured" at their own risk and uninsured;
or the applicable Limit of Liability, whichever is less, and we shall have the right to withdraw from further defence thereof by tendering control of said defence to the "Insured". The portion of any proposed settlement or compromise that requires the "Insured" to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not "Damages" (or "Penalties" for "Claims" covered under Insuring Agreement C.) shall not be considered in determining the amount for which a "Claim" could have been settled.

III. TERRITORY

This Insurance applies to "Claims" made, acts committed, or "Loss" occurring anywhere in the world.

IV. EXCLUSIONS

The coverage under this Insurance does not apply to any "Claim" or "Loss";

A. **Bodily Injury and Property Damage**
For, arising out of or resulting from:
1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; provided that electronic data shall not be considered tangible property for purposes of this exclusion;

B. **Employment**
For, arising out of or resulting from any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such "Claim" is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person; provided, that this exclusion shall not apply to an otherwise covered "Claim" under Insuring Agreement A.1., A.2., or A.3. by a current or former employee of the "Insured Organization" or to the providing of "Privacy Breach Response Services" involving current or former employees of the "Insured Organization";

C. **Directors' and Officers' Liability**
For, arising out of or resulting from any actual or alleged act, error or omission or breach of duty by any director or officer in the discharge of their duty if the "Claim" is brought by or on behalf of the "Named Insured", a "Subsidiary", or any principals, directors, officers, shareholders, members or employees of the "Named Insured" or a "Subsidiary" in his or her capacity as such;

D. **Contractual Liability**
For, arising out of or resulting from obligation under or breach of any contract or agreement, except:
1. with respect to Insuring Agreement A.1., to an obligation to maintain the confidentiality or security of "Personally Identifiable Information" or of "Third Party Information" (provided this exception D.1. does not apply to any obligation under a "Merchant Services Agreement");
2. to "Computer Expert Services" or "Legal Services" covered under Insuring Agreement B.;
3 to "PCI Fines, Expenses and Costs" covered under Insuring Agreement D.; or

4. to the extent the "Insured" would have been liable in the absence of such contract or agreement;

E. **Competition and Restraint of Trade**
For, arising out of or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Competition Act in Canada, the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act in the United States, as amended, or any similar national, federal, provincial, or territorial statute or regulation;

F. **Unfair Trade Practices and Consumer Protection**

For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices, however this exclusion does not apply to:

1. any "Claim" covered under Insuring Agreements A.1., A.2., A.3. or C.; or
2. the providing of "Privacy Breach Response Services" covered under Insuring Agreement B.,

that results from a theft, loss or "Unauthorized Disclosure" of "Personally Identifiable Information" provided that no member of the "Control Group" participated or is alleged to have participated or colluded in such theft, loss or "Unauthorized Disclosure";

G. **Unlawful Collection of Information Unlawful Communications**

For, arising out of or resulting from:

1. the actual or alleged unlawful collection, acquisition or retention of "Personally Identifiable Information" (except as otherwise covered under Insuring Agreement A.5.) or other personal information by, on behalf of, or with the consent or cooperation of the "Insured Organization"; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of "Personally Identifiable Information"; provided, that this exclusion shall not apply to the actual or alleged unlawful collection, acquisition or retention of "Personally Identifiable Information" by a person or entity that is not a "Related Party" and without the knowledge of the "Insured Organization"; or
2. the distribution of unsolicited email, text messages, direct mail, or facsimiles, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping or recording is done by or on behalf of the "Insured Organization";

H. **Prior Acts, Errors, Omissions or Incidents**

For, arising out of or resulting from

1. that which was the subject of written notice given to us or to any other insurer prior to the initial inception date of this coverage; or
2. which was the subject of any prior and/or pending written demand made against any "Insured" or a civil, administrative, or arbitration proceeding commenced against any "Insured", prior to the initial inception date of this coverage, or that involved the same or substantially the same fact, circumstance or situation underlying or alleged in such prior demand or proceeding;

I. **"Retroactive Date"**

For, arising out of or resulting from any related or continuing acts, errors, omissions, incidents or events, where the first such act, error, omission, incident or event was committed or occurred prior to the "Retroactive Date";

J. **Racketeering, Securities, Pensions and Discrimination**

For, arising out of resulting from any of the following:

1. any actual or alleged violation of any racketeering law or legislation (including any order, ruling or regulation issued pursuant thereto), whether such law is statutory, regulatory or common law;
2 any actual or alleged violation of any securities law, regulation or legislation, or any order, ruling or regulation issued pursuant to such law, regulation or legislation;
3. any actual or alleged violation of any employment or labour law, regulation or legislation, or any order, ruling or regulation issued pursuant to such law, regulation or legislation; or
4. any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;

however this exclusion does not apply to an otherwise covered "Claim" under Insuring Agreement A.1., A.2., or A.3., or to providing "Privacy Breach Response Services" covered under Insuring Agreement B., that results from a theft, loss or "Unauthorized Disclosure" of "Personally Identifiable Information", provided that no member of the "Control Group" participated, or is alleged to have participated or colluded, in such theft, loss or "Unauthorized Disclosure";

K. **Pensions, Investment Plans and Trusts**

For, arising out of or resulting from any actual or alleged acts, errors, or omissions related to any of the "Insured Organization"'s pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; however this exclusion does not apply to an otherwise covered "Claim" under Insuring Agreement A.1., A.2., or A.3., or to the providing of "Privacy Breach Response Services" under Insuring Agreement B., that results from a theft, loss or "Unauthorized Disclosure" of "Personally Identifiable Information", provided that no member of the "Control Group" participated, or is alleged to have participated or colluded, in such theft, loss or "Unauthorized Disclosure";

L. **Criminal, Malicious or Intentional Acts**

Arising out of or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional "Security Breach", intentional violation of a "Privacy Policy", or intentional or knowing violation of the law, if committed by any "Insured", or by others if such "Insured" colluded or participated in any such conduct or activity;

this exclusion shall not apply to:

1. "Claims Expenses" incurred in defending any "Claim" alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the "Insured", or written admission by the "Insured", establishing such conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the policyholder shall reimburse us for all "Claims Expenses" incurred defending the "Claim" and we shall have no further liability for "Claims Expenses"; or
2. a "Claim" or "Loss" against a natural insured person if such "Insured" did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such "Claim" or "Loss";

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the "Control Group" will be imputed to the "Insured Organization";

M. **Intellectual Property**

For, arising out of or resulting from any actual or alleged:

1. infringement of patent or patent rights or misuse or abuse of patent;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or "Unauthorized Access or Use" of software code by a person who is not a "Related Party";
3. use or misappropriation of any ideas, trade secrets or "Third Party Information" (i) by, or on behalf of, the "Insured Organization", or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the "Control Group";
4. disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person or entity prior to the date the person or entity became an employee, officer, director, principal, partner or "Subsidiary" of the "Insured Organization"; or
5. under Insuring Agreement A.2., theft of or "Unauthorized Disclosure" of data;

N. **Regulatory**

For, in connection with or resulting from any "Claim" brought by or on behalf of any governmental entity, in such entity's regulatory or official capacity; provided, this exclusion shall not apply to an otherwise covered "Claim" under Insuring Agreement C. or to the providing of "Privacy Breach Response Services" under Insuring Agreement B. to the extent such services are legally required to comply with a "Breach Notice Law";

O. **"Insured" v. "Insured"**

For, arising out of or resulting from a "Claim" by or on behalf of one or more "Insureds" under this Insurance against any other "Insured" or "Insureds" under this Insurance; provided this exclusion shall not apply to an otherwise covered "Claim" under Insuring Agreement A.1., A.2., or A.3. made by a current or former employee of the "Insured Organization";

P. **Related Entities**

For, arising out of or resulting from:

1. any "Claim" made by any business enterprise in which any "Insured" has greater than a fifteen percent (15%) ownership interest or made by any parent company or other entity which owns more than fifteen percent (15%) of the "Named Insured"; or
2. the "Insured"'s activities as a trustee, partner, member, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the "Insured Organization";

Q. **Trading Losses and Monetary Transactions**

For, arising out of or resulting from any of the following: (1) trading losses, trading liabilities or change in value of accounts; (2) any loss, transfer or theft of monies, securities or tangible property of others in the care, custody or control of the "Insured Organization"; (3) the monetary value of any transactions or electronic fund transfers by or on behalf of the "Insured" which is lost, diminished, or damaged during transfer from, into or between accounts; or (4) the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

R. **Licensing Bodies; Joint Ventures; Product Descriptions; Pricing; Contests**

For, arising out of or resulting from:

1. the actual or alleged obligation to make licensing fee or royalty payments, including but limited to the amount or timeliness of such payments;
2. any costs or expenses incurred or to be incurred by the "Insured" or others for the reprinting, reposting, recall, removal or disposal of any "Media Material" or any other information, content or media, including any media or products containing such "Media Material", information, content or media;
3. any "Claim" brought by or on behalf of any intellectual property licensing bodies or organizations, including but not limited to, the Composers, Authors and Publishers Association of Canada, the Society of European Stage Authors and Composers or Broadcast Music, Inc, or the American Society of Composer, Authors and Publishers;
4. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, or contract price estimates, the authenticity of any goods, products or services, or the failure of any goods or services to conform with any represented quality or performance;
5. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
6. any "Claim" made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in "Media Material" or services provided by such independent contractor, joint venturer or venture partner;

S. **War**

Arising out of or resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to "Cyber Terrorism".

For purposes of this exclusion, “Cyber Terrorism” means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

T. **Asbestos, Pollution and Contamination**

Either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

   We will have no duty or obligation to defend any "Insured" with respect to any "Claim" or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;
3. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof, nuclear explosion or contamination by radioactive material;
4. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
5. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the "Insured" or anyone acting under the direction or control of the "Insured" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed;

U. **Telecommunications Infrastructure; Act of God; Satellite Failures**

With respect to Insuring Agreements F. and G., arising out of or resulting from:

1. any failure or malfunction of electrical or telecommunications infrastructure or services, provided that this exclusion shall not apply to an otherwise covered "Claim" or "Loss" arising out of failure of "Computer Security" to prevent a "Security Breach" that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the "Insured Organization"'s direct operational control;
2. fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event; or
3. any satellite failures;

V. **Cyber Extortion**

With respect to Insuring Agreement E., arising out of or resulting from:

1. any threat to physically harm or kidnap any person;
2. any threat to harm, take, or transfer property other than a "Data Asset", even if such threat is made in conjunction with a threat to "Data Assets";

3. an "Extortion Threat" first made against the "Insured Organization" during the "Policy Period" by any of the "Insured Organization"'s directors, officers, principals, trustees, governors, members, management committee members, members of the management board, partners, or any person in collusion with any of the foregoing;

W. **Nationalization**

Arising out of or resulting from any seizure, nationalization, confiscation, or destruction of "Computer Systems" or "Data Assets" by order of any governmental or public authority.

V. DEFINITIONS

A. "Application" means all applications, including any attachments thereto, and all other information and materials submitted to us by or on behalf of the "Insured" in connection with the underwriting of this Form, or prior policies of which this Form is a renewal thereof.

B. "Breach Notice Law" means:

1. any Canadian national, federal, provincial, or territorial statute or regulation that requires notice to persons whose "Personally Identifiable Information" was accessed or reasonably may have been accessed by an unauthorized person;
2. any United States federal, state, or territorial statute or regulation that requires notice to persons whose "Personally Identifiable Information" was accessed or reasonably may have been accessed by an unauthorized person; and
3. a foreign statute or regulation that requires notice to persons whose "Personally Identifiable Information" was accessed or reasonably may have been accessed by an unauthorized person.

C. "Breach Resolution and Mitigation Services" means a credit monitoring, identity monitoring or other solution selected from our panel providers in consultation with the "Insured Organization".

D. "Business Interruption Loss" means the actual "Income Loss" and "Forensic Expenses" and "Extra Expense" incurred, during the "Period of Restoration".

"Business Interruption Loss" shall not include:

1. "Loss" arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; "Loss" incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or costs or expenses the "Insured Organization" incurs to identify and remove software program errors or vulnerabilities; or

2. Expenses incurred by the "Insured" to update, upgrade, enhance or replace "Computer Systems" to a level beyond that which existed prior to the actual and necessary interruption of "Computer Systems"; or the costs and expenses incurred by the "Insured Organization" to restore, reproduce, or regain access to any "Data Asset" that was altered, corrupted, destroyed, deleted, damaged or rendered inaccessible as a result of the failure of "Computer Security" to prevent a "Security Breach".

E. "Call Centre Services" means the provision of a call centre to answer calls during standard business hours for a period of ninety (90) days following notification (or longer if required by applicable law or regulation) of an incident for which notice is provided pursuant to Insuring Agreement B.3. ("Notification Services"). Such notification shall include a toll free telephone number that connects to the call centre during standard business hours. Call centre employees will answer questions about the incident from "Notified Individuals" and will provide information required by applicable law or regulation.

"Call Centre Services" will include up to 10,000 calls per day and will be provided by a service provider from our panel selected by us in consultation with the "Insured Organization".

F. "Claim" means:

1. a written demand received by any "Insured" for money or services, including the service of a suit or institution of regulatory or arbitration proceedings;
2. with respect to coverage provided under Insuring Agreement C. only, institution of a "Regulatory Proceeding" against any "Insured";
3. a written request or agreement to toll or waive a statute of limitations relating to a potential "Claim" described in paragraph 1. above; and
4. with respect to coverage provided under Insuring Agreement A.1. only, a demand received by any "Insured" to fulfill the "Insured Organization"'s contractual obligation to provide notice of an incident (or reasonably suspected incident) described in Insuring Agreement A.1. pursuant to a "Breach Notice Law";

Multiple "Claims" arising from the same or a series of related or repeated acts, errors, or omissions, or from any continuing acts, errors, omissions, or from multiple "Security Breaches" arising from a failure of "Computer Security", shall be considered a single "Claim" for the purposes of this Form, irrespective of the number of claimants or "Insureds" involved in the "Claim". All such "Claims" shall be deemed to have been made at the time of the first such "Claim".

G. "Claims Expenses" means:

1. reasonable and necessary fees charged by an attorney designated pursuant to Clause II., Defence and Settlement of Claims, paragraph A.;
2. all other legal costs and expenses resulting from the investigation, adjustment, defence and appeal of a "Claim", suit, or proceeding arising in connection therewith, or circumstance which might lead to a "Claim", if incurred by us, or by the "Insured" with our prior written consent; and
3. the premium cost for appeal bonds for covered judgements or bonds to release property used to secure a legal obligation, if required in any "Claim" against an "Insured"; provided we shall have no obligation to appeal or to obtain bonds.

"Claims Expenses" do not include any salary, overhead, or other charges by the "Insured" for any time spent in cooperating in the defence and investigation of any "Claim" or circumstance that might lead to a "Claim" notified under this Form, or costs to comply with any regulatory orders, settlements or judgements.

H. "Computer Expert Services" means costs for:

1. a computer security expert to determine the existence and cause of an actual or suspected electronic data breach which may require the "Insured Organization" to comply with a "Breach Notice Law" and to determine the extent to which such information was accessed by an unauthorized person or persons; and
2. a PCI Forensic Investigator that is approved by the PCI Security Standards Council and is retained by the "Insured Organization" in order to comply with the terms of a "Merchant Services Agreement" to investigate the existence and extent of an actual or suspected compromise of credit card data; and in the our discretion, where a computer security expert described in 1. above has not been retained, for a computer security expert to provide advice and oversight in connection with the investigation conducted by the PCI Forensic Investigator; and
3. a computer security expert to demonstrate the "Insured"'s ability to prevent a future electronic data breach as required by a "Merchant Services Agreement".

"Computer Expert Services" will be provided by a service provider from our panel selected by the "Insured Organization" in consultation with us.

I. "Computer Security" means software, computer or network hardware devices, as well as the "Insured Organization"'s written information security policies and procedures, the function or purpose of which is to prevent "Unauthorized Access or Use", a denial-of-service attack against "Computer Systems", infection of "Computer Systems" by malicious code or transmission of malicious code from "Computer Systems". "Computer Security" includes anti-virus and

intrusion detection software, firewalls and electronic systems that provide access control to "Computer Systems" through the use of passwords, biometric or similar identification of authorized users.

J. "Computer Systems" means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
   1. operated by and either owned by or leased to the "Insured Organization"; or
   2. systems operated by a third party service provider and used for the purpose of providing hosted computer application services to the "Insured Organization" or for processing, maintaining, hosting or storing the "Insured Organization"'s electronic data, pursuant to written contract with the "Insured Organization" for such services.

K. "Control Group" means the individuals holding the following positions in the "Insured Organization": President; members of the Board of Directors; executive officers, including the Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, staff attorneys employed by the "Insured Organization"; Chief Information Officer; Chief Security Officer; Chief Privacy Officer; and any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual and any individual who previously held any of the above referenced positions.

L. "Cyber Extortion Loss" means:
   1. any "Extortion Payment" that has been made under duress by or on behalf of the "Insured Organization" with our prior written consent, but solely to prevent or terminate an "Extortion Threat"; and
   2. reasonable and necessary expenses incurred by the "Insured Organization" with our prior written approval, that directly relate to the "Insured"'s efforts to prevent or terminate an "Extortion Threat".

M. "Damages" means a monetary judgement, award or settlement; provided that the term "Damages" shall not include or mean:
   1. future profits, restitution, disgorgement of unjust enrichment or profits by an "Insured", or the costs of complying with orders granting injunctive or equitable relief;
   2. return or offset of fees, charges, or commissions charged by or owed to an "Insured" for goods or services already provided or contracted to be provided;
   3. any damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties;
   4. punitive or exemplary damages, unless insurable by law in any applicable venue that most favors coverage for such punitive or exemplary damages;
   5. discounts, coupons, prizes, awards or other incentives offered to the "Insured"'s customers or clients;
   6. liquidated damages to the extent that such damages exceed the amount for which the "Insured" would have been liable in the absence of such liquidated damages agreement;
   7. fines, costs or other amounts an "Insured" is responsible to pay under a "Merchant Services Agreement"; or
   8. any amounts for which the "Insured" is not liable, or for which there is no legal recourse against the "Insured".

N. "Data Asset" means any software or electronic data that exists in "Computer Systems" and that is subject to regular back-up procedures.

O. "Data Protection Loss" means the reasonable and necessary costs and expenses incurred by the "Insured Organization" to regain access to, replace, restore, re-assemble or recollect any "Data Asset", or if any "Data Asset" cannot reasonably be accessed, replaced, restored, re-assembled or recollected, then the actual, reasonable and necessary costs and expenses incurred by the "Insured Organization" to reach such determination.

   "Data Protection Loss" shall not mean, and there shall be no coverage under Insuring Agreement F. for:
   1. costs or expenses incurred by the "Insured Organization" to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance a "Data Asset" or "Computer Systems" to a level beyond that which existed prior to the alteration, corruption, destruction, deletion or damage of such "Data Asset";
   2. costs or expenses to research or develop any "Data Asset", including but not limited to trade secrets or other proprietary information;
   3. the monetary value of profits, royalties, or lost market share related to a "Data Asset", including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of the "Data Asset";
   4. loss arising out of any liability to any third party for whatever reason;
   5. legal costs or legal expenses of any type; or
   6. internal salary expenses, wages, remuneration, overhead, or benefits incurred by the "Insured Organization".

P. "Extortion Payment" means cash, marketable goods or services demanded to prevent or terminate an "Extortion Threat".

Q. "Extortion Threat" means a threat to:
   1. alter, destroy, damage, delete or corrupt any "Data Asset";
   2. prevent access to "Computer Systems" or a "Data Asset",
   3. perpetrate a theft or misuse of a "Data Asset" on "Computer Systems" through external access;
   4. introduce malicious code into "Computer Systems" or to third party computers systems from "Computer Systems";
   5. interrupt or suspend "Computer Systems"; or
   6. publicly disclose a "Data Asset", "Personally Identifiable Information" or "Third Party Information" that is obtained by "Unauthorized Access or Use" to the "Insured Organization"'s "Computer Systems",

   unless an "Extortion Payment" is received from or on behalf of the "Insured Organization".

R. "Extra Expense" means reasonable and necessary expenses that are incurred by the "Insured Organization" during the "Period of Restoration" to minimize, reduce or avoid "Income Loss", over and above those expenses the "Insured Organization" would have incurred had no interruption of "Computer Systems" occurred.

S. "Forensic Expenses" means reasonable and necessary expenses incurred by the "Insured Organization" to investigate the source or cause of the failure of "Computer Security" to prevent a "Security Breach".

T. "Income Loss" means an amount equal to:
   1. net profit or loss before interest and tax that the "Insured Organization" would have earned or incurred; and
   2. continuing normal operating expenses incurred by the "Insured Organization" (including payroll), but only to the extent that (a) such operating expenses must necessarily continue during the "Period of Restoration"; and (b) such expenses would have been incurred by the "Insured Organization" had such interruption not occurred;

   In determining "Income Loss", due consideration shall be given to:
   a. the prior experience of the "Insured Organization"'s business operations before the beginning of the "Period of Restoration";
   b. the probable business operations the "Insured Organization" could have performed had no actual and necessary interruption occurred as result of a failure of "Computer Security" to prevent a "Security Breach"; and

   c. the "Insured Organization"'s ability to reasonably reduce or limit the interruption of "Computer Systems" or conduct its business operations by other means.

U. "Insured" means:
   1. The "Named Insured" and any "Subsidiaries" of the "Named Insured";

2. A director or officer of the "Insured Organization", but only with respect to the performance of his or her duties as such on behalf of the "Insured Organization";
3. An employee (including a part time or temporary employee) of the "Insured Organization", but only for work done while acting within the scope of his or her employment and related to the conduct of the "Insured Organization"'s business;
4. A principal if the "Named Insured" is a sole proprietorship, or a partner if the "Named Insured" is a partnership, but only with respect to the performance of his or her duties as such on behalf of the "Insured Organization";
5. Any person who previously qualified as an "Insured" under 2., 3. or 4. above prior to the termination of the required relationship with the "Insured Organization", but only with respect to the performance of his or her duties as such on behalf of the "Insured Organization";
6. The estate, heirs, executors, administrators, assigns and legal representatives of any "Insured" in the event of such "Insured"'s death, incapacity, insolvency or bankruptcy, but only to the extent that such "Insured" would otherwise be provided coverage under this Insurance; and
7. The lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable national, federal, provincial, territorial or local law, of any "Insured", but solely by reason of any act, error or omission of an "Insured" other than such spouse or domestic partner.

V. "Insured Organization" means the "Named Insured" and any "Subsidiaries" of the "Named Insured".

W. "Legal Services" means fees charged by an attorney:
1. to determine the applicability of and actions necessary for the "Insured Organization" to comply with "Breach Notice Laws" due to an actual or reasonably suspected theft, loss or "Unauthorized Disclosure" of "Personally Identifiable Information";
2. to provide necessary legal advice to the "Insured Organization" in responding to actual or suspected theft, loss or "Unauthorized Disclosure" of "Personally Identifiable Information"; and
3. to advise the "Insured Organization" in responding to credit card system operating regulation requirements for any actual or suspected compromise of credit card data that is required to be reported to the "Insured Organization"'s merchant bank under the terms of a "Merchant Services Agreement", but "Legal Services" does not include fees incurred in any actual or threatened legal proceeding, arbitration or mediation, or any advice in responding to credit card system operating regulations in connection with an assessment of "PCI Fines, Expenses and Costs".

"Legal Services" will be provided by an attorney from our panel selected by us in consultation with the "Insured Organization".

X. "Loss" means "Damages", "Claims Expenses", "Penalties", "PCI Fines, Expenses and Costs", "Cyber Extortion Loss", "Data Protection Loss", "Business Interruption Loss" and "Privacy Breach Response Services".

Y. "Management Control" means:
1. owning, directly or indirectly, more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of an entity's directors (in the case of a corporation), members of the board of managers (in the case of a United States limited liability company), management committee members (in the case of a joint venture or partnership) or persons serving in a functionally equivalent role for such an entity operating or organized outside of Canada or the United States; or
2. having the right, pursuant to a written contract or the bylaws, charter, operating agreement or similar documents of an entity to elect, appoint or designate a majority of: the board of directors of a corporation; the management committee of a joint venture or partnership; the management board of a limited liability company; or persons serving in a functionally equivalent role for such an entity operating or organized outside of Canada or the United States.

Z. "Media Material" means any information in electronic form, including words, sounds, numbers, images, or graphics and shall include advertising, video, streaming content, web-casting, online forum, bulletin board and chat room content, but does not mean computer software or the actual goods, products or services described, illustrated or displayed in such "Media Material".

AA. "Merchant Services Agreement" means any agreement between an "Insured" and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an "Insured" to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.

BB. "Named Insured" means the "Named Insured" listed in the policy Declarations.

CC. "Notification Services" means :
1. notification by first class mail or e-mail to Canadian or United States residents; and
2. notification by first class mail or e-mail to individuals residing outside Canada or the United States, but only to the extent reasonably practicable.

E-mail notification will be provided in lieu of first class mail to the extent reasonable, practicable and where permitted under the applicable "Breach Notice Law". "Notification Services" will be provided by a service provider from our panel selected by us in consultation with the "Insured Organization".

DD. "Notified Individual" means an individual person to whom notice is given or attempted to be given under Insuring Agreement B.3 pursuant to a "Breach Notice Law".

EE. "PCI Fines, Expenses and Costs" means the direct monetary fines, penalties, reimbursements, fraud recoveries or assessments owed by the "Insured Organization" under the terms of a "Merchant Services Agreement", but only where such fines, penalties, reimbursements, fraud recoveries or assessments result both from the "Insured Organization"'s actual or alleged noncompliance with published PCI Data Security Standards and from a data breach caused by an incident (or reasonably suspected incident) described in Insuring Agreement A.1. or A.2.; provided, that the term "PCI Fines, Expenses and Costs" shall not include or mean any charge backs, interchange fees, discount fees or prospective service fees.

FF. "Penalties" means:
1. any civil fine or money penalty payable to a governmental entity that was imposed in a "Regulatory Proceeding" by any national, federal, provincial, territorial or foreign governmental entity, in such entity's regulatory or official capacity; the insurability of "Penalties" shall be in accordance with the law in the applicable venue that most favors coverage for such "Penalties"; and
2. amounts which the "Insured" is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgement or settlement of a "Regulatory Proceeding" (including such amounts required to be paid into a consumer redress fund); but shall not include payments to charitable organizations or disposition of such funds other than for payment of consumer claims for losses caused by an event covered pursuant to Insuring Agreements A.1., A.2. or A.3.;

but shall not mean (a) costs to remediate or improve "Computer Systems", (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies, (c) audit, assessment, compliance or reporting costs, or (d) costs to protect the confidentiality, integrity and/or security of "Personally Identifiable Information" from theft, loss or disclosure, even if it is in response to a "Regulatory Proceeding" or investigation.

GG. "Period of Restoration" means the time period that:
1. begins after the expiration of the "Waiting Period" following the actual and necessary interruption of "Computer Systems"; and
2. ends one hundred twenty (120) days after the actual and necessary interruption of "Computer Systems" ends (or would have ended with the exercise of due diligence and dispatch);

provided that in no event shall the "Period of Restoration" mean a period of time greater than one hundred eighty (180) days; and provided further that restoration of "Computer Systems" will not end the "Period of Restoration" if such systems are actually and necessarily interrupted or suspended again within one hour of such restoration due to the same cause as the original interruption or suspension.

HH. "Personally Identifiable Information" means:

1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
2. information concerning the individual that constitutes "personal information" as defined under the Personal Information Protection and Electronic Documents Act, S.C. 2000 c. 5 ("PIPEDA") as may be amended, and regulations issued pursuant to the Act;
3. medical or heath care information concerning the individual, including "personal health information" as defined in PIPEDA, or "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to such Acts;
4. information concerning the individual that is defined as "private personal information" under statutes enacted to protect such information in any country outside Canada, including but not limited to any United States national, federal, or state statutes or regulations, for "Claims" subject to the law of such jurisdiction;
5. information concerning the individual that is defined as private personal information under a "Breach Notice Law";
6. education records as defined by the Family Educational Rights and Privacy Act (FERPA), which are directly related to an individual's attendance as a student;
7. the individual's drivers licence or federal or provincial identification number, social insurance number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or pins; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

"Personally Identifiable Information" does not include publicly available information that is lawfully made available to the general public from government records, unless expressly included in any "Breach Notice Law".

II. "Policy Period" means the period of time between the inception date shown in the Supplemental Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any Optional Extension Period or any prior policy period or renewal period.

JJ. "Privacy Law" means a national, federal, provincial, territorial, local or foreign statute or regulation requiring the "Insured Organization" to protect the confidentiality and/or security of "Personally Identifiable Information".

KK. "Privacy Policy" means the "Insured Organization"'s public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to "Personally Identifiable Information".

LL. "Public Relations and Crisis Management Expenses" shall mean the following costs approved by us in advance and in our discretion, and which are directly related to mitigating harm to the "Insured Organization"'s reputation or potential "Loss" covered by the Form resulting from an incident described in Insuring Agreement A.1. or A.2. or from a "Public Relations Event":

1. costs incurred by a public relations or crisis management consultant;
2. costs for media purchasing or for printing or mailing materials intended to inform the general public about the incident;
3. for incidents or events in which notification services are not otherwise provided pursuant to Insuring Agreement A. or B., costs to provide notifications and notices via e-mail or first class mail to customers or patients where such notifications are not required by law ("voluntary notifications"), including to non-affected customers or patients of the "Insured Organization";
4. costs to provide government mandated public notices related to breach events;
5. costs to provide services to restore healthcare records of "Notified Individuals" residing in Canada or the United States whose "Personally Identifiable Information" was compromised as a result of theft, loss or "Unauthorized Disclosure"; and
6. other costs approved by us in advance.

"Public Relations and Crisis Management Expenses" must be incurred no later than twelve (12) months following the reporting of such "Claim" or breach event to us and, with respect to clauses 1. and 2. above, within ninety (90) days following the first publication of such "Claim" or incident. If voluntary notifications are provided, e-mail notification will be provided in lieu of first class mail to the extent practicable.

MM. "Public Relations Event" means the publication or imminent publication in a newspaper (or other general circulation print publication) or on radio, television or a publicly accessible website of a covered "Claim" under this Form.

NN. "Regulatory Proceeding" means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of any national, federal, provincial, territorial or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding.

OO. "Retention" means the applicable retention for each "Claim" or incident as specified in the Supplemental Declarations.

PP. "Related Party" means the "Insured Organization" and any past, present or future employees, directors, officers, partners or natural person independent contractors of the "Insured Organization".

QQ. "Retroactive Date" means the date shown in the Supplemental Declarations.

RR. "Security Breach" means:

1. "Unauthorized Access or Use" of "Computer Systems", including "Unauthorized Access or Use" resulting from the theft of a password from a "Computer System" or from any "Insured";
2. a denial-of-service attack against "Computer Systems" or computer systems that are not owned, operated or controlled by an "Insured"; or
3. infection of "Computer Systems" by malicious code or transmission of malicious code from "Computer Systems",

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

A series of continuing "Security Breaches", related or repeated "Security Breaches", or multiple "Security Breaches" resulting from a continuing failure of "Computer Security" shall be considered a single "Security Breach" and be deemed to have occurred at the time of the first such "Security Breach".

SS. "Subsidiary" means any corporation, limited liability company, joint venture, or partnership while the "Named Insured" has "Management Control" over such entity, if the "Named Insured":

1. had "Management Control" over such entity on the inception date of this Form or such entity was an insured under a form issued by us of which this Form is a renewal;
2. acquires "Management Control" after the inception date of this Form provided the revenues of the entity do not exceed ten percent (10%) of the "Named Insured"'s annual revenues for the four quarterly periods directly preceding inception of the "Policy Period"; or
3. acquires "Management Control" after the inception date of this Form provided that if the revenues of the entity exceed ten percent (10%) of the "Named Insured"'s annual revenues for the four quarterly periods directly preceding inception of the "Policy Period", the provisions of Clause XV., Mergers and Acquisitions, must be fulfilled;

provided that this Form only provides coverage for acts, errors, omissions, incidents or events that take place while the "Named Insured" has "Management Control" over such entity.

TT. "Third Party Information" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Form which is not available to the general public and is provided to the "Insured" subject to a mutually executed written confidentiality agreement or which the "Insured Organization" is legally required to maintain in confidence; however, "Third Party Information" shall not include "Personally Identifiable Information".

UU. "Unauthorized Access or Use" means the gaining of access to or use of "Computer Systems" by an unauthorized person or persons or the use of "Computer Systems" in an unauthorized manner.

VV. "Unauthorized Disclosure" means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the "Insured Organization" and is without knowledge of, consent, or acquiescence of any member of the "Control Group".

WW. "Waiting Period" means the period of time beginning when the actual and necessary interruption of "Computer Systems" caused directly by a failure of "Computer Security" to prevent a "Security Breach" begins and expiring after the elapse of the number of hours set forth in the Supplemental Declarations. A "Waiting Period" shall apply to each "Period of Restoration".

VI. LIMIT OF LIABILITY AND COVERAGE

A. The Policy Aggregate Limit of Liability set forth in the Supplemental Declarations (the "Policy Aggregate Limit of Liability") is our combined total limit of liability for all "Damages", "Penalties", "PCI Fines, Expenses and Costs", "Cyber Extortion Loss", "Data Protection Loss", "Business Interruption Loss" and "Claims Expenses" payable under this Form.
The sublimit of liability stated in the Supplemental Declarations for Insuring Agreement C. is the aggregate sublimit of liability payable under Insuring Agreement C. of this Form.
The sublimit of liability stated in the Supplemental Declarations for Insuring Agreement D. is the aggregate sublimit of liability payable under Insuring Agreement D. of this Form.
The sublimit of liability stated in the Supplemental Declarations for Insuring Agreement E. is the aggregate limit of liability payable under this Form for all "Cyber Extortion Loss" covered under Insuring Agreement E. Prior to the payment of any "Extortion Payment", the "Insured Organization" shall make every reasonable effort to determine that the "Extortion Threat" is not a hoax, or otherwise not credible. The "Insured Organization" shall take all steps reasonable and practical to avoid or limit the payment of an "Extortion Payment".
The sublimit of liability stated in the Supplemental Declarations for Insuring Agreement F. is the aggregate limit of liability payable under this Form for all "Data Protection Loss" under Insuring Agreement F. of this Form.
The sublimit of liability stated in the Supplemental Declarations for "Business Interruption Loss" under Insuring Agreement G. is the aggregate limit of liability payable under this Form for all "Business Interruption Loss" under Insuring Agreement G. of this Form.
Each of the sublimits of liability described above is part of and not in addition to the "Policy Aggregate Limit of Liability". Neither the inclusion of more than one "Insured" under this Form, nor the making of "Claims" by more than one person or entity shall increase the Limit of Liability.

B. The Limit of Liability for the Optional Extension Period shall be part of and not in addition to the "Policy Aggregate Limit of Liability".

C. We shall not be obligated to pay any "Damages", "Penalties", "PCI Fines, Expenses and Costs", "Cyber Extortion Loss", "Data Protection Loss", "Business Interruption Loss" or "Claims Expenses", or to undertake or continue defence of any suit or proceeding, after the "Policy Aggregate Limit of Liability" has been exhausted by payment of "Damages", "Penalties", "PCI Fines, Expenses and Costs", "Cyber Extortion Loss", "Data Protection Loss", "Business Interruption Loss" or "Claims Expenses", or after deposit of the "Policy Aggregate Limit of Liability" in a court of competent jurisdiction. Upon such payment, we shall have the right to withdraw from the further defence of any "Claim" under this Form by tendering control of said defence to the "Insured".

D. The amount of "Notified Individuals" stated in the Supplemental Declarations is the maximum total number of "Notified Individuals" to whom notification will be provided or attempted for all incidents or series of related incidents giving rise to an obligation to provide "Notification Services", "Call Centre Services" or "Breach Resolution and Mitigation Services".
The aggregate limit of coverage stated in the Supplemental Declarations for "Computer Expert Services", "Legal Services" and "Public Relations and Crisis Management Services" is the aggregate limit of coverage for all "Computer Expert Services", "Legal Services" and "Public Relations and Crisis Management Services" combined.

E. We shall not be obligated to provide any "Privacy Breach Response Services" after the number of "Notified Individuals" under Insuring Agreement B.3. reaches an aggregate of the number of "Notified Individuals" stated in the Supplemental Declarations. If the total number of individuals to be notified under the Form exceeds the number of "Notified Individuals" stated in the Supplemental Declarations, the "Insured" shall be responsible for providing notification, credit monitoring services or identity monitoring services to such additional individuals in accordance with Clause VI.F. below.

F. If the total number of notifications made pursuant to Insuring Agreement B.3. aggregates to more than the number of notifications stated in the Supplemental Declarations, the "Insured Organization" will be responsible for paying for "Privacy Breach Response Services" with respect to any excess notifications, and such costs will not be covered by the Form. If an incident involves notifications made pursuant to Insuring Agreement B.3. both within the notification limit stated in the Supplemental Declarations and in excess of such limit, all excess notifications will be provided by the same service provider that provides "Notification Services" covered under the Form, and the costs will be allocated between us and the "Insured Organization" pro rata based on the number of covered and non-covered notifications.

G. Unless otherwise specified in this Form, "Privacy Breach Response Services" will be provided by service providers from our panel. In the event a service provider is unable to or does not provide the services set forth, we will procure similar services from other sources; provided, the maximum we will pay for the costs of procuring and providing all "Privacy Breach Response Services" under Insuring Agreement B., including substitute products and services shall be no more-than the specified Limit of Liability. In the event there is a change of law, regulation or enforcement that prevents us or our service providers from providing all or part of the "Privacy Breach Response Services", we will make reasonable efforts to substitute other services but, if this is not possible, we shall not be obligated to provide such services.

H. To the extent that costs to provide "Privacy Breach Response Services" are covered pursuant to a "Claim" described in Clause V.F.4., such costs shall be covered solely under Insuring Agreement A. and not under Insuring Agreement B. or any other Insuring Agreement in this Form.

I. Multiple related or continuing "Extortion Threats" shall be considered a single "Extortion Threat" for purposes of this Form and shall be deemed to have occurred at the time of the first such "Extortion Threat".

A "Data Protection Loss" will be deemed to occur at the time such alteration, corruption, destruction, deletion or damage to or inability to access a "Data Asset" is first discovered by the "Insured". All "Data Protection Loss" that arises out of the same or a continuing "Security Breach", from related or repeated "Security Breaches", or from multiple "Security Breaches" resulting from a failure of "Computer Security" shall be deemed to be a single "Data Protection Loss".

All "Business Interruption Loss" resulting from multiple covered interruptions of "Computer Systems" that arise out of the same or a continuing "Security Breach", from related or repeated "Security Breaches", or from multiple "Security Breaches" resulting from a failure of "Computer Security" shall be deemed to be a single "Business Interruption Loss"; provided, however, that a separate "Waiting Period" shall apply to each "Period of Restoration".

J. The amount payable under this Form, even though the "Loss" would be covered under more than one Insuring Agreement, will not exceed the actual amount of "Loss" nor the highest single limit payable under the various Insu Agreements which would apply to the "Loss".

VII. RETENTION

A. The "Retention" amount set forth in the Supplemental Declarations applies separately to each incident, event or related incidents or events giving rise to a "Claim". The "Retention" shall be satisfied by monetary payments by the "Named Insured" of "Damages", "Claims Expenses", "Penalties", or "PCI Fines, Expenses and Costs".
With respect to Insuring Agreement E., the "Retention" set forth in the Supplemental Declarations for this Insuring Agreement applies separately to each "Extortion Threat". The "Retention" shall be satisfied by monetary payments by the "Named Insured" of covered "Cyber Extortion Loss".
With respect to Insuring Agreement F., the "Retention" amount set forth in the Supplemental Declarations for this Insuring Agreement applies separately to each "Security Breach". The "Retention" shall be satisfied by monetary payments by the "Named Insured" of covered "Data Protection Loss".
With respect to Insuring Agreement G., the "Retention" set forth in the Supplemental Declarations for this Insuring Agreement applies separately to each "Security Breach". The "Retention" shall be satisfied by covered "Business Interruption Loss" retained by the "Insured Organization". The "Retention" applicable to Insuring Agreement G. shall be reduced on a dollar-for-dollar basis by the amount of "Income Loss" that was sustained by the "Insured Organization" during the "Waiting Period".

B. "Notification Services", "Call Centre Services", and "Breach Resolution and Mitigation Services" will only be provided for each incident, event or related incidents or events, requiring notification to at least the number of individuals set forth in the Supplemental Declarations. For incidents involving notification to fewer individuals there shall be no coverage for any such services under Insuring Agreement B.
For all "Computer Expert Services", "Legal Services" and "Public Relations and Crisis Management Services", the "Retention" amounts set forth in the Supplemental Declarations for "Computer Expert Services", "Legal Services" and "Public Relations and Crisis Management Services" apply separately to each incident, event or related incidents or events, giving rise to an obligation to provide such services; and the "Retention" applicable to each incident shall be satisfied by monetary payments by the "Named Insured" for such services.

C. In the event that "Damages", "Claims Expenses", "Penalties" and "PCI Fines, Expenses and Costs" arising out of a "Claim" are subject to more than one "Retention", the applicable "Retention" amounts shall apply to such "Damages", "Claims Expenses", "Penalties" and "PCI Fines, Expenses and Costs", provided that the sum of such "Retention" amounts shall not exceed the largest applicable "Retention" amount.
In the event that "Cyber Extortion Loss", "Data Protection Loss" or "Business Interruption Loss" arising out of a single incident are subject to more than one "Retention", the applicable "Retention" amounts shall apply to such "Cyber Extortion Loss", "Data Protection Loss" and "Business Interruption Loss", provided that the sum of such "Retention" amounts shall not exceed the largest applicable "Retention" amount.

D. Satisfaction of the applicable "Retention" is a condition precedent to payment of any amounts or providing of any services hereunder by us, and we shall be liable only for the amounts in excess of such "Retention" subject to our total liability not exceeding the "Policy Aggregate Limit of Liability" or the Limits of Coverage for "Privacy Breach Response Services" set forth in the Supplemental Declarations. The "Named Insured" shall make direct payments within the "Retention" to appropriate other parties designated by us.

VIII. OPTIONAL EXTENSION PERIOD

A. In the event of the termination of this Insurance for any reason except the non-payment of premium, the "Named Insured" designated in the policy Declarations shall have the right, upon payment in full and not proportionally or otherwise in part of the percentage shown in the Supplemental Declarations of the full premium set forth in the Supplemental Declarations, to have issued an endorsement providing an Optional Extension Period for the period of time set forth in the Supplemental Declarations for "Claims" first made against any "Insured" and reported to us during the Optional Extension Period, and arising out of any act, error or omission committed on or after the "Retroactive Date" and before the end of the "Policy Period", subject to the conditions set forth herein. In order for the "Named Insured" to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to us within thirty (30) days of the termination of this Insurance. If notice of election of the Optional Extension Period and full premium payment is not given to us within such thirty (30) day period, there shall be no right to purchase the Optional Extension Period.

B. The Limit of Liability for the Optional Extension Period shall be part of, and not in addition to, our applicable Limit of Liability for the "Policy Period" and the exercise of the Optional Extension Period shall not in any way increase the "Policy Aggregate Limit of Liability" or any sublimit of liability. The Optional Extension Period does not apply to Insuring Agreements B, E or F.

C. The right to the Optional Extension Period shall not be available to the "Named Insured" where the Form premium has not been paid in full, or where cancellation or non-renewal by us is due to non-payment of premium or failure of an "Insured" to pay such amounts in excess of the applicable limit of liability or within the amount of the applicable "Retention".

D. All notices and premium payments with respect to the Optional Extension Period option shall be directed to us through the entity named in the policy Declarations.

E. At the commencement of the Optional Extension Period the entire premium shall be deemed earned, and in the event the "Named Insured" terminates the Optional Extension Period for any reason prior to its natural expiration, we will not be liable to return any premium paid for the Optional Extension Period.

IX. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

A. If any "Claim" is made against the "Insured", the "Insured" shall forward us, as soon as practicable, through the persons named in the policy Declarations, a written notice of such "Claim", in the form of a telecopy, email or express or certified mail, together with every demand, notice, summons or other process received by the "Insured" or the "Insured"'s representative. In no event shall we be given notice of a "Claim" later than the end of the "Policy Period", the end of the Optional Extension Period (if applicable), or thirty (30) days after the expiration date of the "Policy Period" in the case of "Claims" first made against the "Insured" during the last thirty (30) days of the "Policy Period".

B. With respect to Insuring Agreement B., for a legal obligation to comply with a "Breach Notice Law" because of an incident (or reasonably suspected incident) described in Insuring Agreement A.1. or A.2., such incident or reasonably suspected incident must be reported as soon as practicable during the "Policy Period" after discovery by the "Insured" via the email address set forth in the policy Declarations; provided, that unless the "Insured" cancels the Form, or that we cancel for non-payment of premium, incidents discovered by the "Insured" within sixty (60) days prior to expiration of the Form shall be reported as soon as practicable, but in no event later than sixty (60) days after the end the "Policy Period"; provided further, that if this Form is renewed by us and "Privacy Breach Response Services "are provided

because of such incident or suspected incident that was discovered by the "Insured" within sixty (60) days prior to the expiration of the Form, and first reported during the sixty (60) day post "Policy Period" reporting period, then any subsequent "Claim" arising out of such incident or suspected incident is deemed to have been made during the "Policy Period".

Notwithstanding the foregoing, if the "Named Insured" reasonably believes that the "Privacy Breach Response Services" provided as a result of such incident or suspected incident are not likely to meet or exceed the "Retention", then reporting of such incident or suspected incident under this Clause IX.B. is at the "Named Insured"'s option, but unless such incident or suspected incident is reported in accordance with the first paragraph of this Clause IX.B., there shall be no coverage for "Privacy Breach Response Services" in connection with such incident or suspected incident.

C. With respect to Insuring Agreement E., the "Named Insured" must forward us a written notice by express mail, email or telecopy through persons named in the policy Declarations immediately upon receipt of any "Extortion Threat" and no later than five (5) days following the "Extortion Threat".

D. With respect to Insuring Agreement F., the "Named Insured" must forward us a written notice by express mail, email or telecopy through persons named in the policy Declarations immediately upon discovery of alteration, corruption, destruction, deletion or damage to or inability to access a "Data Asset" to which this Insurance applies; provided that all covered "Data Protection Loss" must be discovered and reported (in accordance with Clause XXIII., Proof and Appraisal of Loss) to us no later than six (6) months after the end of the "Policy Period".

E. The "Named Insured" shall forward us immediately, through persons named in the policy Declarations, written notice of the interruption or suspension of "Computer Systems" to which this Insurance applies in the form of a telecopy, email or express mail. Such notice must be provided during the "Policy Period", or no later than ten (10) days after the end of the "Policy Period" for interruptions or suspensions occurring within ten (10) days of the end of the "Policy Period"; provided, all covered "Business Interruption Loss" must be reported to us (in accordance with Clause XXIII., Proof and Appraisal of Loss) no later than six (6) months after the end of the "Policy Period".

F. If during the "Policy Period", the "Insured" becomes aware of any circumstance that could reasonably be the basis for a "Claim" it may give us a written notice in the form of a telecopy, email or express or certified mail through persons named in the policy Declarations as soon as practicable during the "Policy Period". Such a notice must include:

1. the specific details of the act, error, omission, or "Security Breach" that could reasonably be the basis for a "Claim";
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the "Insured" first became aware of the act, error, omission or "Security Breach".

Any subsequent "Claim" made against the "Insured" arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time the written notice complying with the above requirements was first given to us.

An incident or reasonably suspected incident reported to us during the "Policy Period" and in conformance with Clause IX.B. shall also constitute notice of a circumstance under this Clause IX.F.

G. A "Claim" or legal obligation under paragraph A. or B. above shall be considered reported to us when written notice is first received by us in the form of a telecopy, email or express or certified mail or email through persons named in the policy Declarations of the "Claim" or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a "Claim" if provided in compliance with paragraph C. above.

X. ASSISTANCE AND COOPERATION

A. We shall have the right to make any investigation we deem necessary, and the "Insured" shall cooperate with us in all investigations, including investigations regarding the "Application" for and coverage under this Form. The "Insured" shall execute or cause to be executed all papers and render all assistance as is requested by us. The "Insured" agrees not to take any action which in any way increases our exposure under this Form.

B Upon our request, the "Insured" shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the "Insured" because of acts, errors or omissions, incidents or events with respect to which insurance is afforded under this Form; and the "Insured" shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

C. The "Insured" shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgement or award or dispose of any "Claim" without our written consent. No settlement made without our consent may be set up against us.

Compliance with a "Breach Notice Law" will not be considered an admission of liability for purposes of this Clause X.C.

D. Expenses incurred by the "Insured" in assisting and cooperating with us do not constitute "Claims Expenses" under the Form.

XI. SUBROGATION

We, upon making any payment under this Form, shall be subrogated to all rights of recovery of the "Insureds" against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Form. Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between us and the "Insureds" in the proportion in which the loss or damage has been borne by each respectively.

The "Insured" shall do nothing after an incident or event giving rise to a "Claim" or "Loss" to prejudice such rights.

Any release from liability entered into by the "Insureds" prior to "Loss" shall not affect our right to recover.

XII. OTHER INSURANCE

If, on the happening of any "Claim" or "Loss", there is in force more than one policy covering the same interest, irrespective of whether by any term in such contract the insurance granted thereby shall not cover, come into force, attach, or become insurance until after full or partial payment of any loss under any other policy, it is a condition of this Form that the "Claim" or "Loss" hereunder shall be adjusted with the "Insured", on the basis that such policy or policies will contribute a rateable proportion of the loss unless it is otherwise expressly agreed in writing.

XIII. ACTION AGAINST US

No action shall lie against us or our representatives unless and until, as a condition precedent thereto, the "Insured" shall have fully complied with all provisions, terms and conditions of this Insurance and the amount of the "Insured"'s obligation to pay shall have been finally determined either by judgement or award against the "Insured" after trial, regulatory proceeding, arbitration or by written agreement between the "Insured", the claimant, and us.

No person or organization shall have the right under this Form to join us as a party to an action or other proceeding against the "Insured" to determine the "Insured"'s liability, nor shall we be impleaded by the "Insured" or the "Insured"'s legal representative.

The "Insured"'s bankruptcy or insolvency or of the "Insured"'s estate shall not relieve us from our obligations hereunder.

Every action or proceeding against us for the recovery of insurance money payable under the Form is absolutely barred unless commenced within the time set out in the applicable Insurance Act.

XIV. CHANGES

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

XV. MERGERS AND ACQUISITIONS

A. **Newly Acquired Subsidiaries**

During the "Policy Period", if the "Named Insured" or any "Subsidiary" acquires another entity whose annual revenues are more than ten percent (10%) of the "Named Insured"'s total annual revenues for the four quarterly periods directly preceding inception of the "Policy Period", such acquired entity shall not be a "Subsidiary", and no "Insured" shall have coverage under this Form for any "Claim" or "Loss" that arises out of any act, error omission, incident or event whether committed before or after such acquisition:

1. by or on behalf of the acquired entity or any person employed by the acquired entity;
2. involving or relating to the assets, liabilities, media activities or policies or procedures of the acquired entity or to data, information, computers, or networks, security systems, of or under the care, custody or control of the acquired entity, a Business Associate of the acquired entity, or a third party on behalf of the acquired entity; or
3. by any person or entity holding, processing, managing or transferring information or operating "Computer Systems" on behalf of the acquired entity;

unless the "Named Insured" gives us written notice prior to the acquisition, obtains our written consent to extend coverage to such additional entities, assets, exposures, or "Computer Systems", and agrees to pay any additional premium required by us.

If during the "Policy Period" the "Named Insured" or any "Subsidiary" acquires an entity whose annual revenues are more than ten percent (10%) of the "Named Insured"'s total annual revenues for the four quarterly periods directly preceding inception of the "Policy Period", then, subject to the "Policy Period" and all other terms and conditions of this Form, coverage under this Form shall be afforded for a period of sixty (60) days, but only for any "Claim" that arises out of any act, error or omission first committed or incident or event first occurring after the entity becomes so owned. Coverage beyond such sixty (60) day period shall only be available if the "Named Insured" gives us written notice of the acquisition, obtains our written consent to extend coverage beyond such sixty (60) day period to the entity and agrees to pay any additional premium required by us.

B. **Mergers or Consolidations**

If during the "Policy Period" the "Named Insured" consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to any other entity, then this Form shall remain in full force and effect, but only with respect to a "Security Breach", or other act or incidents that occur prior to the date of the consolidation, merger or acquisition. There shall be no coverage provided by this Form for any other "Claim" or "Loss" unless the "Named Insured" provides us with written notice prior to such consolidation, merger or acquisition, that the "Named Insured" has agreed to any additional premium and terms of coverage required by us and that we have issued an endorsement extending coverage under this Form.

B. All notices and premium payments made under this Clause XV. shall be directed to us through the entity named in the policy Declarations.

XVI. ASSIGNMENT

Any assignment of interest in this Form of insurance by the "Insured" shall not be binding on us, without our written consent.

XVII. CANCELLATION

The terms and conditions of the Cancellation provision of the Statutory Conditions and any amendment to such terms are incorporated herein and shall apply to coverage as is afforded by this Form, unless specifically stated otherwise in an endorsement(s) attached hereto.

XVIII. WARRANTY BY THE INSURED

By acceptance of this Form, all "Insureds" agree that the statements contained in the "Application" are their agreements and representations and that we issue this Form, and assume the risks hereunder, in reliance upon the truth thereof.

XIX. NAMED INSURED AS AGENT

The "Named Insured" shall be considered the agent of all "Insureds", and shall act on behalf of all "Insureds" with respect to the giving of or receipt of all notices pertaining to this Form, the acceptance of any endorsements to this Form, and the "Named Insured" shall be responsible for the payment of all premiums and "Retentions".

XX. CHOICE OF LAW

Any disputes involving this Form, including any interpretation of the coverage afforded by this Form, will be governed by the laws of the province in Canada in which this policy is issued.

XXI. VALUATION AND CURRENCY

All premiums, limits, deductibles, "Damages" and other amounts under this Form are expressed and payable in the currency of Canada. If judgement is rendered, settlement is denominated or another element of "Damages" under this Form is stated in a currency other than Canadian dollars or if "Claims Expenses" are paid in a currency other than Canadian dollars, payment under this Form shall be made in Canadian dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgement becomes final or payment of the settlement or other element of "Damages" is due or the date such "Claims Expenses" are paid.

XXII. AUTHORIZATION

By acceptance of this Form, the "Insureds" agree that the "Named Insured" will act on their behalf with respect to the giving and receiving of any notice provided for in this Form, the payment of premiums and the receipt of any return premiums that may become due under this Form, and the agreement to and acceptance of endorsements.

Notice to any other party of interest shall be only as agreed in writing.

XXIII. PROOF AND APPRAISAL OF LOSS

1. Before coverage under Insuring Agreement F. will apply, the "Named Insured" must:
   A. prepare and submit to the persons named in the policy Declarations a written and detailed proof of loss sworn by an officer of the "Named Insured" within ninety (90) days after the "Insured" discovers a "Data Protection Loss", but in no event later than six (6) months following the end of the "Policy Period". Such proof of loss shall include a narrative with full particulars of such "Data Protection Loss", including the time, place and cause of the "Data Protection Loss", a detailed calculation of the "Data Protection Loss", the "Insured Organization"'s interest and the interest of all others in the property, the sound value thereof, the amount of "Data Protection Loss" or damage thereto, and all other insurance thereon; and
   B. upon our request, submit to an examination under oath and provide copies of the underlying documents, data and materials that reasonably relate to or are part of the basis of the claim for such "Data Protection Loss".

The costs and expenses of preparing and submitting a proof of loss, and establishing or proving "Data Protection Loss" or any other "Loss" under this Form shall be the "Insured"'s obligation, and are not covered under this Form.

2. If we and the "Named Insured" do not agree on the amount of a "Loss", each party shall select and pay an appraiser or other qualified expert (the "Appraiser") to state the amount of the loss or reasonable expenses, and the "Appraisers" shall choose an umpire. If the "Appraisers" cannot agree on an umpire, we and the "Named Insured" may request a judge of a court having jurisdiction to make the selection. Each "Appraiser" shall submit the amount of the "Loss" or reasonable expenses to the umpire, and agreement by the umpire and at least one of the "Appraisers" as to the amount of a "Loss" shall be binding on us and all "Insureds". We and the "Named Insured" will equally share the costs of the umpire and any other costs other than the cost of the "Appraisers". This provision shall govern only the appraisal of the amount of a "Loss", and shall not control the determination of whether such "Loss" is otherwise covered by the Form; and compliance with this provision shall have no effect on our rights or ability to deny coverage or enforce any obligation under this Form.
3. If we or the "Insured" recover any property, money or "Data Assets" after a loss payment is made, the party making the recovery must give prompt notice of the recovery to the other party. If the recovered property is money or other funds, the recovery shall be applied first to "Loss" payments made by us, second to any "Retention" payment made by the "Named Insured", and third to any costs incurred by us in recovering the property. If property other than money or funds is recovered, the "Named Insured" may (i) keep the recovered property and return the "Loss" payment plus all costs of recovery incurred by us, or (ii) keep the "Loss" payment less the costs of recovery incurred by us and transfer us all rights in the property.

XXIV. INSPECTION

The "Insured" hereby agrees that we shall be permitted, but are not in any way obligated, to inspect the "Insured"'s property and operations at any reasonable time during the term of the Form or within one year after the Form's termination or expiration.
In conducting an inspection, our rights include, but are not limited to inspecting the premises and the receptacles in which the records of accounts receivable are kept by the "Insured", as well as examining and auditing the "Insured"'s books, records and such policies.
However, our right to inspect, any inspection and/or any report of such inspection will not be considered as determining or warranting the safety, healthfulness or compliance with any laws, rules or regulations of said operations or property. Furthermore, any such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

XXV. WAIVER

No term or condition of this Form shall be deemed to have been waived by us in whole or in part unless the waiver is clearly expressed in writing, signed by a person we authorized for that purpose. Neither we nor the "Insureds" shall be deemed to have waived any term or condition of this Form by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any "Claim" under the Form.

XXVI. NOTICE TO AUTHORITIES

Where a "Loss" is due to malicious acts, burglary, robbery, theft, or attempt thereat, or is suspected to be so due, the "Named Insured" shall give immediate notice thereof to the police or other authorities having jurisdiction.

XXVII. BREACH OF CONDITIONS

Where a "Loss" occurs and there has been a breach of condition relating to a matter before the happening of the "Loss", which breach would otherwise disentitle the "Insureds" to recover under the Form, the breach shall not disentitle the "Insureds" to recover if the "Insureds" establish that the "Loss" was not caused or contributed to by the breach of condition.

4358 (11/2018)

ABUSE LIABILITY FORM 2404 (02/2008)

This wording provides Claims Made Coverage. Please Read The Entire Policy Carefully.

Various provisions in this form restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. The word "Insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED. Other words and phrases that appear in quotation marks have special meaning as defined in SECTION VI - DEFINITIONS.

SECTION I - COVERAGES

COVERAGE A **"ABUSE"** LIABILITY

1. Insuring Agreement.
   a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as compensatory damages arising out of **"abuse"** to which this insurance applies but only if a "claim" for these compensatory damages is first made against any Insured and reported to the Insurer during the Policy Period. A "claim" first made during any applicable Extended Reporting Period will be deemed to have been made on the last day of the Policy Period provided that the "claim" is for compensatory damages arising out of **"abuse"** that occurred before the end of the Policy Period (but not before any applicable Retroactive Date). No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments. This insurance does not apply to **"abuse"** which occurred before the Retroactive Date, if any shown in the Declarations, or which occurs after the Policy Period. The **"abuse"** must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". The Insurer will have the right and duty to defend any "action" seeking those compensatory damages. But:
      (i) The amount the Insurer will pay for the sum of all compensatory damages because of **"abuse"** and all Supplementary Payments is limited as described in SECTION III - LIMITS OF INSURANCE;
      (ii) The Insurer may investigate and settle any "claim" or "action" at the Insurer's discretion; and
      (iii) The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements or Supplementary Payments.
   b. Compensatory damages arising out of **"abuse"** include compensatory damages claimed by any person or organization for care, loss of services or death resulting at any time from the **"abuse"**.
2. Exclusions.
   a. Legal liability arising out of a human immunodeficiency virus or acquired immune deficiency syndrome.
   b. Any Insured who allegedly or actually participated in, instigated, promoted, condoned, caused or had knowledge of or otherwise was involved in any way with the "abuse".
   c. "Abuse" allegedly or actually caused by any person with respect to whom any Insured having supervisory authority either knew or had reasonable grounds to suspect that the person either had previously caused "abuse" or was likely to cause "abuse".
   d. Legal liability arising from the failure of any Insured to comply with any obligations imposed by any Child and Family Services Act or any similar law.
   e. "Abuse" expected or intended from the standpoint of the Insured. This exclusion does not apply to "abuse" resulting from the use of reasonable force to protect persons or property.

f. "Abuse" for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages:
   (i) Assumed in a contract or agreement that is an "insured contract" provided the "abuse" occurs subsequent to the execution of the "insured contract"; or
   (ii) That the Insured would have in the absence of the contract or agreement.

g. Any obligation of the Insured under a workers compensation, disability benefits, unemployment compensation law or any similar law.

h. **"Abuse"** to any Insured.
   (i) Whether the Insured may be liable as an employer or in any other capacity; and
   (ii) To any obligation to share compensatory damages with or repay someone else who must pay compensatory damage because of the injury.

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

j. Legal liability arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others by or on behalf of any Insured of any watercraft.

k.
   (i) Legal liability arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others by or on behalf of any Insured of:
      a) Any aircraft; or
      b) Any air cushion vehicle.
   (ii) Legal liability arising out of the ownership, existence, use, operation or entrustment to others by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

l. Legal liability arising out of the rendering of or failure to render any professional service which shall include but not be limited to:
   (i) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith,
   (ii) Any service or treatment conducive to health or of a professional nature,
   (iii) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances,
   (iv) The handling of deceased human bodies or performing of autopsies thereon,
   (v) Any cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical service or treatments,
   (vi) The preparation or approval of maps, drawings, plans, opinions, reports, surveys, change orders, designs or specifications,
   (vii) Supervisory, inspection, architectural or engineering services, or
   (viii) Accountants, lawyers, notaries (Quebec), public notaries, real estate brokers or agents, Insurance brokers or agents, travel agents, financial institutions or consultants professional advice or activities.

m. Fines, penalties, punitive or exemplary damages.

n. **Data Exclusion**
   Legal liability arising from:
   - erasure, destruction, corruption, misappropriation of “data”;
   - erroneously creating, amending , entering, deleting or using “data”;
     Including any loss of use arising there from;
   - arising out of the distribution or display of “data”, by means of an Internet website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of “data”.

o. **Terrorism**
   Legal liability arising directly or indirectly, in whole, or in part out of ‘Terrorism” or out of any activity or decision of a government agency or other entity to prevent, respond to, or terminate “Terrorism”. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to produce the injury, damage, expenses, costs, or “**abuse”** of any Insured.

p. **Fungi And Fungal Derivatives**
   Legal Liability:
   a) arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of ‘fungi” or “spores”, or
   b) arising out of any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or
   c) any obligation to pay damages, share damages with, or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

   This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses, costs or **“abuse”** of any Insured
   For the purpose of this exclusion, the following definitions are added:
   “Fungi” includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any “Fungi” or “Spores” or resultant mycotoxins, allergens, or pathogens.
   “Spores” includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any “Fungi”

q. **Asbestos**
   Legal Liability:
   a) arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos in any form; or
   b) arising out of any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with (a) above; or
   c) any loss, cost or expense incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean-up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with, dispose of, or assess the presence or effects of asbestos.

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

r. Legal liability arising from any cause other than **"abuse"**.

SUPPLEMENTARY PAYMENTS

The Insurer will pay, subject to the limitations as described in SECTION III - LIMITS OF INSURANCE, with respect to any "claim" or "action" the Insurer defends:

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

SECTION II - WHO IS AN INSURED

1. If the Named Insured is:
   a. An individual, the Named Insured and the Named Insured's spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
   b. A partnership or joint venture, the Named Insured is an Insured. The Named Insured's members, the Named Insured's partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business.
   c. An organization other than a partnership or joint venture, the Named Insured is an Insured. The Named Insured's executive officers and directors are Insureds, but only with respect to their duties as the Named Insured's officers and directors. The Named Insured's stockholders are also Insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an Insured:
   a. The Named Insured's employees, other than the Named Insured's executive officers, committees, organizations, their respective members or volunteers but only for acts within the scope of the Named Insured's operations. However, none of these is an Insured for:
      (i) **"Abuse"** to any Insured; or
      (ii) **"Abuse"** to any person who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law; or
      (iii) **"Abuse"** arising out of his or her providing or failing to provide professional health care services; or
   b. Any person (other than the Named Insured's employee), or any organization while acting as the Named Insured 's real estate manager.
   c. The Named Insured's legal representative if the Named Insured dies, but only with respect to duties as such. That representative will have all the Named Insured's rights and duties under this form.
3. Any organization the Named Insured newly acquires or forms, other than a partnership or joint venture, and over which the Named Insured maintains ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 30th day after the Named Insured acquires or forms the organization or the end of the Policy Period, whichever is earlier;
   b. Coverage does not apply to **"abuse"** that occurred before the Named Insured acquired or formed the organizations.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown on the Declarations and the rules below fix the most the Insurer will pay regardless of the number of:
   a. Insureds;
   b. "Claims" made or "actions" brought; or
   c. Persons or organizations making "claims" or bringing "actions".
2. The Aggregate Limit is the most the Insurer will pay for the sum of all compensatory damages and all Supplementary Payments.
3. Subject to 2. above, each "Occurrence" Limit is the most the Insurer will pay for the sum of all compensatory damages because of all "abuse" and all Supplementary Payments arising out of any one "occurrence".

The limits of this form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the “Limits of Insurance”.

SECTION IV - CONDITIONS

1. Changes.
   This policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The First Named Insured shown in the policy is authorized to make changes in the terms of this form with the Insurer's consent. This form's terms can be amended or waived only by endorsement or amendment issued by the Insurer and made a part of this policy.
2. Deductibles.
   a. The Insurer's obligation to pay applies only to the amount in excess of the deductible amount stated in the declarations. Each “occurrence limit” will be reduced by the amount of such deductible. The “aggregate limit” for such coverage shall not be reduced by the application of such deductible amount.
   b. The deductible amount applies to all compensatory damages sustained by any one person or organization as the result of any one "occurrence". If more than one "claim" arises out of the same "occurrence", then the deductible amount shall be applied to each claimant separately.
   c. The terms of Insurance, including those with respect to:
      (i) The Insurer's right and duty to defend any "action" seeking those damages; and
      (ii) The duties of an Insured in the event of an "occurrence", "claim" or "action"
      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 "action" and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.
3. Duties in the Event of "Occurrence", "Claim" or "Action".
   a. The Named Insured must see to it that the Insurer is notified promptly of any "occurrence" which may result in a "claim". Notice should include:
      (i) How, when and where the "occurrence" took place; and
      (ii) The names and addresses of any injured persons and witnesses.
   b. If a "claim" is made or "action" is brought against any Insured, the Named Insured must see to it that the Insurer receives prompt written notice of the "claim" or "action".
   c. The Named Insured and any other involved Insured must:
      (i) Immediately send to the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "action";
      (ii) Authorize the Insurer to obtain records and other information;
      (iii) Cooperate with the Insurer in the investigation, settlement or defence of the "claim" or "action"; and
      (iv) Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the Insured because of liability to which this insurance may also apply.
   d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, without the Insurer's consent.

4. Examination of the Named Insured's Books and Records.
   The Insurer may examine and audit the Named Insured's books and records as they relate to this coverage at any time during the "Policy Period" and up to three years afterward.
5. Inspections and Surveys.
   The Insurer has the right but is not obligated to:
   a. Make inspections and surveys at any time;
   b. Give the Named Insured reports on the conditions the Insurer finds; and
   c. Recommend any changes.
   Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The Insurer does not warrant that conditions;
   (i) Are safe or healthful; or
   (ii) Comply with laws, regulations, codes or standards.
   This condition applies not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
6. Legal Action Against The Insurer.
   No person or organization has a right under this form:
   a. To join the Insurer as a party or otherwise bring the Insurer into an "action" asking for compensatory damages from an Insured; or
   b. To sue the Insurer on this policy unless all of its terms have been fully complied with.
   A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but the Insurer will not be liable for compensatory damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant's legal representative. Every "action" or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or agreed settlement and not afterwards.
7. Other Insurance.
   If other valid and collectable insurance is available to the Insured for a loss the Insurer covers under this form, the Insurer's obligations are limited as follows:
   a. Primary Insurance.
      This insurance is primary except when b. below applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by the method described in c. below.
   b. Excess Insurance.
      This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis;
      That is effective prior to the beginning of the policy period shown in the declarations of this insurance and applies to **"abuse"** on other than a claims made basis, if:
      (i) No Retroactive Date is shown in the declarations of this insurance; or
      (ii) The other insurance has a Policy Period which continues after the Retroactive Date shown in the declarations of this insurance;
      When this insurance is excess, the Insurer will have no duty to defend any "claim" or "action" that any other Insurer has a duty to defend. If no other Insurer defends, the Insurer will undertake to do so, but the Insurer will be entitled to all the Insured's rights against all those other Insurers.
      When this insurance is excess over other insurance, the Insurer will pay only the Insurer's share of the amount of the loss, if any, that exceeds the sum of:
      (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
      (ii) The total of all deductible and self-insured amounts under all other insurance.
      The Insurer will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown on the declarations of this policy.
      If the Optional Extended Reporting Period Endorsement is purchased, the following is added to the policy:
      This insurance is excess over any other collectible insurance available to the Insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Optional Extended Reporting Period Endorsement takes effect.
   c. Method of Sharing.
      If all of the other insurance permits contributions by equal shares, the Insurer will follow this method also.Under this approach, each Insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
      If any of the other insurance does not permit contribution by equal shares, the Insurer will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all Insurers.
8. Premium Audit.
   a. The Insurer will compute all premiums for this form in accordance with the Insurer's rules and rates.
   b. Premiums shown in this policy as advance premiums are deposit premiums only. At the close of each audit period the Insurer will compute the earned premium for that period. All additional audit premiums are due and payable on notice to the First Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the calculated earned premium, the Insurer will return the excess to the First Named Insured subject to the retention of the minimum retained premium shown on the declarations of the policy.
   c. The First Named Insured must keep records of the information the Insurer needs for premium computation, and send to the Insurer copies at such times as the Insurer may request.
9. Premiums.
   The First Named Insured shown in the policy;
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums the Insurer pays.
10. Representations.
    By accepting this policy, the Named Insured agrees;
    a. The statements in the declarations are accurate and complete;
    b. Those statements are based upon representations the Named Insured made to the Insurer; and
    c. The Insurer has issued this policy in reliance upon the Named Insured's representations.
11. Separation of Insureds, Cross Liability.
    Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the First Named Insured, this insurance applies:
    a. As if each Named Insured were the only Named Insured; and
    b. Separately to each Insured against whom "claim" is made or "action" is brought.
12. Transfer of Rights of Recovery Against Others to the Insurer.
    If the Insured has rights to recover all or part of any payment we have made under this form, those rights are transferred to the Insurer. The Insured must do nothing after loss to impair them. At the Insurer's request, the Insured will bring "action" or transfer those rights to the Insurer and help the Insurer enforce them.
13. Transfer of the Named Insured's Rights and Duties Under this form.

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

14. Canadian Currency Clause.
    All limits of Insurance premiums and other amounts as expressed in this Policy are in Canadian currency.

SECTION V - EXTENDED REPORTING PERIODS

1. The Insurer will provide an automatic Extended Reporting Period as described in paragraph 3 below or, if the Named Insured purchases it, an Optional Extended Reporting Period Endorsement as described in paragraph 4 below, only if:
   a. This policy is cancelled or not renewed for any reason except non-payment of the premium;
   b. The Insurer renews or replaces this policy with other insurance that:
      (i) Provides claims made coverage for **"abuse"** Liability; and
      (ii) Has a Retroactive Date later than the one shown in this policy's declarations; or
   c. The Insurer replaces this policy with other insurance that applies to **"abuse"** on other than a claims made basis.
2. Any Extended Reporting Period will not reinstate or increase the Limits of Insurance or extend the Policy Period.
3. The automatic Extended Reporting Period will be as set forth below:
   This automatic Extended Reporting Period applies only to "claims" as a result of an "occurrence" which occurred after the Retroactive Date, if any, shown on the declarations of which the Insurer is notified no later than 15 days after the end of the Policy Period. Notification of the "occurrence" must be in accordance with item 3 (Duties in the Event of Occurrence, Claim or Action) of SECTION IV - CONDITIONS.
4. If the Named Insured purchases the Optional Extended Reporting Period Endorsement, the extended reporting period will be 12 months, starting with the end of the Policy Period. The Insurer will issue the Endorsement if the first Named Insured shown in the Declarations:
   a. Makes a written request for it, which the Insurer receives within 30 days after the end of the policy period; and
   b. Promptly pays the additional premium when due.

The Optional Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be cancelled.
The Insurer will determine the actual premium for the Optional Extended Reporting Period Endorsement in accordance with the Insurer's rules and rates.
The premium for the Optional Extended Reporting Period Endorsement will not exceed 75% of the expiring annual premium for this form to which the endorsement is attached and the premium for the endorsement will be fully earned when the Endorsement takes effect.

SECTION VI - DEFINITIONS

1. "Abuse" means mental anguish, sexual dysfunction, sexual aversion, depression, suicidal tendencies, psychological problems, psychiatric problems, "physical abuse" or "sexual abuse" resulting from any actual, threatened or alleged;
   a. Misconduct of a sexual nature;
   b. Molestation;
   c. Harassment;
   d. Corporal punishment; or
   e. Any other form of psychological, emotional or mental abuse
   committed or alleged to have been committed by an Insured or by anyone for whom the Insured is legally or contractually liable.
2. "Action" means a civil proceeding in which compensatory damages because of **"abuse"** to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which the Named Insured must submit or submit with the Insurer's consent.
3. "Automobile" means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto), which is principally designed and is being used for transportation of persons or property on public roads.
4. "Claim(s)" means any verbal or written notice of any actual, threatened or alleged **"abuse"** or factor or circumstance, which could reasonably give rise to a "claim" or "action".
5. "Coverage territory" means:
   a. Canada;
   b. All parts of the world if:
      (i) The injury arises out of the activities of a person whose home is in the territory described in a. above, but is away for a short time on the Named Insured's business: and
      (ii) The Insured's responsibility to pay compensatory damages is determined in an "action" on the merits, in the territory described in a. above or in a settlement the Insurer agrees to in writing.
6. "Data" means representations of information or concepts, in any form.
7. "Insured contract" means:
   a. A lease of premises;
   b. A sidetrack agreement;
   c. An easement of license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
   d. Any other easement agreement;
   e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
   f. An elevator maintenance agreement; or
   g. That part of any other contract or agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another to pay compensatory damages because of "abuse" to a third person or organization, if the contract or agreement is made prior to the "abuse". Tort liability means liability that would be imposed by law in the absence of any contract or agreement.
8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
9. "Physical abuse" means wilful and deliberate misconduct;
   a. causing or permitting another person to suffer unjustifiable pain or suffering, or
   b. causing or permitting another person to be placed in a situation in which his or her life or limb likely would be endangered or his or her health likely would be impaired.
10. "Sexual abuse" means any conduct constituting a sexual offence under the Criminal Code of Canada or similar statutes including sexual assault offences resulting from physical contact.
11. "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

2404 (02/2008)

S.P.F. No. 6 6063 (05/2023)

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

ITEMS — APPLICATION

1. FULL NAME AND POSTAL ADDRESS OF APPLICANT (INCLUDING COUNTY OR DISTRICT)
As Per Policy Declaration Page

2. POLICY PERIOD FROM **As Per Policy Declaration Page** TO **As Per Policy Declaration Page** ALL TIMES ARE LOCAL TIMES AT THE APPLICANT'S ADDRESS STATED HEREIN

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

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

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

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

TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATES PER $100 OF COST PER HIRE	ADVANCE PREMIUM
Private Passenger Vehicles or Light Commercial Vehicles less than 4,501 kg Gross Vehicle Weight Rating (GVWR), unless otherwise stated on the Policy Declaration Page under Form 6063.			

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

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

TYPE OF AUTOMOBILE AND DESCRIPTION OF USE	ESTIMATED CONTRACT COST	RATES PER $100 OF CONTRACT COST	ADVANCE PREMIUM
Not insured unless otherwise stated on the Policy Declaration Page under Form 6063			

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

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

INSURING AGREEMENT	PERILS	LIMIT	COMBINED PREMIUMS
SECTION A THIRD PARTY LIABILITY	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE APPLICANT.	**$ Refer to Form No. 6063 in the coverage summary of the Policy Declaration Page.** (EXCLUSIVE OF INTEREST AND COSTS) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.	**$ Included**
ENDORSEMENTS	Refer to Form No. 6063 in the coverage summary of the Policy Declaration Page		**$ Included**
MINIMUM RETAINED PREMIUM $ **Refer to Form No. 6063 on the Policy Declaration Page**		TOTAL PREMIUM	**$ Included**

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

As known to Insurer

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

INJURY TO PERSONS	DAMAGE TO PROPERTY OF OTHERS
As known to Insurer	**As known to Insurer**

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

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

STANDARD NON-OWNED AUTOMOBILE POLICY

(applicable in Common Law Provinces except Alberta)

INSURING AGREEMENT

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

SECTION A - THIRD PARTY LIABILITY

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

Bodily Injury to or the death of any person or damage to property of others not in the care, custody or control of the Insured:

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

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

* Not applicable in the Province of Ontario

ADDITIONAL AGREEMENTS OF INSURER

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

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

AGREEMENTS OF INSURED

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

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

GENERAL PROVISIONS AND DEFINITIONS

1. Additional Insureds

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

2. Territory

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

3. Hired Automobiles Defined

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

4. Automobiles Operated under Contract Defined

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

5. Two or More Automobiles

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

6. Premium Adjustment

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

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

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

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

STATUTORY CONDITIONS

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

NON-OWNED AUTOMOBILE POLICY
(applicable in Alberta)

INSURING AGREEMENTS

In consideration of the payment of the premium specified and of the statements contained in the application and **subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated**

SECTION A – THIRD PARTY LIABILITY

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

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

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

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

See also General Provisions, Definitions and Statutory Conditions of this Policy

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this Policy the Insurer shall,

(1) upon receipt of notice of loss or damage caused to persons or property, 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) 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) pay all costs taxed against any person insured by this Policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit(s) 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(s) stated in section A of Item 7 of the application; and
(6) not set up any defence to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

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

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

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSUREDS

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

(a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of
    (i) the Insured, or
    (ii) such additional insured person, or
    (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or
(b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

2. TERRITORY

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

3. HIRED AUTOMOBILES DEFINED

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

4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

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

5. TWO OR MORE AUTOMOBILES

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

6. PREMIUM ADJUSTMENT

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

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

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

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

7. LIMITATION OF ACTIONS

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

STATUTORY CONDITIONS

In these Statutory Conditions, unless the context otherwise requires, "insured" means a person insured by the contract whether named in the contract or not.
(i) Statutory Condition 3 does not apply when the contract does not insure against liability for loss or damage to persons and property; and
(ii) Statutory Condition 4 does not apply when the contract does not insure against loss of or damage to the automobile.

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

2. **Prohibited Use by Insured**
   (1) The insured must not drive or operate the automobile
      (a) unless the insured is for the time being either authorized by law or qualified to drive or operate the automobile,
      (b) while the insured's licence to drive or operate an automobile is suspended or while the insured's right to obtain a licence is suspended or while the insured is prohibited under order of any court from driving or operating an automobile,
      (c) while the insured is under the age of 16 years or under any other age prescribed by the law of the province in which the insured resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the insured,
      (d) for any illicit or prohibited trade or transportation, or
      (e) in any race or speed test.

   Prohibited Use by Others
   (2) The insured must not permit or allow the use of the automobile
      (a) by any person
         (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile, or
         (ii) while that person is under the age of 16 years or under any other age prescribed by the law of the province in which the person resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person,
      (b) by any person who is a member of the household of the insured while the person's licence to drive or operate an automobile is suspended or while the person's right to obtain a licence is suspended or while the person is prohibited under order of any court from driving or operating an automobile,
      (c) for any illicit or prohibited trade or transportation, or
      (d) in any race or speed test.

3. **Requirements Where Loss or Damage to Persons or Property**
   (1) The insured must
      (a) promptly give to the insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident,
      (b) verify by statutory declaration, if required by the insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under the contract, and
      (c) forward immediately to the insurer every letter, document, advice or writ received by the insured from or on behalf of the claimant.
   (2) The insured must not

(a) voluntarily assume any liability or settle any claim except at the insured's own cost, or
(b) interfere in any negotiations for settlement or in any legal proceeding.

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

4. **Requirements Where Loss or Damage to the Automobile**

(1) When loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by the contract,
(a) promptly give notice of the loss or damage in writing to the insurer with fullest information obtainable at the time,
(b) at the expense of the insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and
(c) deliver to the insurer within 90 days after the date of the loss or damage a statutory declaration stating, to the best of the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the automobile, the encumbrances on the automobile, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.

(2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subparagraph (1) of this condition is not recoverable under the contract.

(3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, may be undertaken and no physical evidence of the loss or damage may be removed
(a) without the written consent of the insurer, or
(b) until the insurer has had a reasonable opportunity to make the inspection for which provision is made in Statutory Condition 5.

Examination of Insured

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

Insurer Liable for Cash Value of Automobile

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

Repair or Replacement

(6) Except where a dispute resolution process has been initiated, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar kind and quality if, within 7 days after the receipt of the proof of loss, it gives written notice of its intention to do so.

No Abandonment, Salvage

(7) There must be no abandonment of the automobile to the insurer without the insurer's consent.

(8) If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, vests in the insurer.

In Case of Disagreement

(9) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount of the loss or damage, those questions must be determined by a dispute resolution process as provided under the Insurance Act before there can be recovery under the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.

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

5. **Inspection of Automobile**

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

6. **Time and Manner of Payment of Insurance Money**

(1) The insurer must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted under Statutory Condition 4(9), within 15 days after the decision is rendered.

When Action May Be Brought

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

7. **Who May Give Notice and Proofs of Claim**

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

8. **Termination**

(1) The contract may be terminated
(a) by the insurer giving to the insured 15 days' notice of termination by recorded mail or 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, and
(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund must be made as soon as practicable.

(3) If 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, but in no event may the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

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

9. **Notice**
   (1) Any 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 may be given to the insured named in the contract by letter personally delivered to the insured or by recorded mail addressed to the insured at the insured's latest postal address as notified to the insurer.
   (3) In this condition, "recorded" means recorded in or outside Canada.

6063 (05/2023)

O.E.F. NO. 98B 6662 (09/2008)
REDUCTION OF COVERAGE FOR LESSEES OR DRIVERS OF LEASED VEHICLES ENDORSEMENT
(for attachment only to a Standard Non-Owned Automobile Liability Policy S.P.F. 6)

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

How the policy coverage is changed:

a. The Insurer also agrees to pay on behalf of every partner, officer or employee of the Insured who, in the business of the Insured stated in Item 3 of the application of the policy, leases an automobile **for a period of not more than 30 days** in their own name, all sums which such partner, officer or employee is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s).
b. The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the Insured or to the partner, officer or employee of the Insured includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

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

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

Date:	**Signature of Insured:**

6662 (09/2008)

S.E.F. NO. 96 6663 (05/2023)
CONTRACTUAL LIABILITY ENDORSEMENT
(applicable in Common Law Provinces except Alberta)
(for attachment only to a Standard Non-Owned Automobile Policy S.P.F. 6)

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

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

ALL WRITTEN CONTRACTS including any other written agreement assuming the liability of others except:
1. any contract or agreement assuming the legal liability of the automobile owner or lessee;
2. any contract or agreement wherein the Insured has assumed liability for the sole negligence of the indemnitee;
3. the leasing of an automobile(s) for a period in excess of thirty (30) days.

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

AB-S.E.F. No. 96
CONTRACTUAL LIABILITY ENDORSEMENT
(applicable in Alberta)
(for attachment only to a Non-owned Automobile Insurance Policy S.P.F No. 6)

In consideration of the premium charged, as set out in the Policy or in the Certificate of Automobile Insurance, exclusion (c), Section A – Third Party Liability of the Policy to which this endorsement is attached is amended to read as follows:

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

ALL WRITTEN CONTRACTS including any other written agreement assuming the liability of others except:
1. any contract or agreement assuming the legal liability of the automobile owner or lessee;
2. any contract or agreement wherein the Insured has assumed liability for the sole negligence of the indemnitee;
3. the leasing of an automobile(s) for a period in excess of thirty (30) days.

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

6663 (05/2023)

S.E.F. NO. 99
EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT 6664 (05/2023)
(applicable in Common Law Provinces except Alberta)
(for attachment only to a Standard Non-Owned Automobile Policy S.P.F. 6)

Item **3 (Hired Automobiles Defined)** of General Provisions and Definitions of the Standard Non-Owned Automobile Liability Form is hereby amended to read as follows:

The term "Hired Automobile" as used in the Standard Non-Owned Automobile Liability Form means automobile(s):
(a) hired or leased from others with drivers, or
(b) hired or leased by the named Insured from others without driver for periods not exceeding 30 days,
used under the control of the Insured in the business stated in Item 3 of the policy 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.

Date:	**Signature of Insured:**

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

AB-S.E.F. No. 99
LEASED VEHICLE EXCLUSION ENDORSEMENT
(applicable in Alberta)
(for attachment only to a Non-owned Automobile Insurance Policy S.P.F No. 6)

Item **3, Hired Automobiles Defined** of General Provisions and Definitions of the Policy to which this endorsement is attached is amended to read as follows:

The term "Hired Automobiles" as used in this Policy means an automobile(s)
(a) hired from others with a driver, or
(b) hired by the Insured from others without a driver for periods not exceeding 30 days
used under the control of the Insured in the business stated in Item 3 of the Policy or in the Certificate of Automobile Insurance 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.

Date:	**Signature of Insured:**

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

6664 (05/2023)

Police Governance Ontario
PO Box 43058
London RPO Highland, ON N6J 0A7
Tel 1-800-831-7727
E-Mail holly@policegovernanceontario.ca

Ontario Association of Police Services Boards

INVOICE 955	PO NUMBER	2026-10-02

BILL TO

Haliburton Highlands O.P.P. Detachment
Sue Tiffin
11 Newcastle Street,
Minden, ON K0M 2K0

MESSAGE

QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL
1	OPP Detachment Board Membership	Annual	5,773.46	5,773.46

SUBTOTAL	5,773.46
SALES TAX	750.55
SHIPPING & HANDLING	0.00
TOTAL	**6,524.01**
PAYMENT/CREDIT/WRITE OFF/DISCOUNTS APPLIED	(0.00)
TOTAL DUE BY 2026-10-02	**6,524.01**

Thank you for your business!

CURRENT	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL OPEN INVOICE
6,524.01	0.00	0.00	0.00	6,524.01

Submit payment online here

Ontario Provincial Police | Police provinciale de l'Ontario

Thomas Carrique
Commissioner *Le Commissaire* File #: OPP-7900

October 16, 2026

Mr. Andrew Fletcher
Chair
Haliburton Highlands OPP Detachment Board
11 Newcastle Street
Minden ON K0M 2K0

Dear Mr. Fletcher:

The Ontario Provincial Police (OPP) is in receipt of your correspondence, also sent to the Honourable Lisa Thompson, Minister of Rural Affairs, and forwarded to the Ministry of the Solicitor General, in relation to your concerns regarding OPP policing costs.

The OPP remains committed to supporting the ongoing review and administration of the municipal billing framework. We recognize the importance of ensuring policing costs are both sustainable and predictable for municipalities and will continue working closely with our ministry partners on these shared priorities.

Following the Ministry of the Solicitor General's 2025 review of the municipal policing cost recovery model, updates were made to support greater transparency and sustainability within the billing model, including changes to the regulatory discount table for outlier municipalities. In addition, on August 14, 2026, the Province of Ontario announced an update to OPP municipal policing costs by amending Ontario Regulation 413/23 under the *Community Safety and Policing Act*, 2019. For the 2027 calendar year, no OPP-policed municipality will see its total amount owed for OPP policing increase by more than 11 per cent compared to 2026, excluding costs associated with any additional policing services received through a separate agreement with the OPP.

Beyond the changes described above, no additional changes have been made to the current cost recovery process. The OPP remains committed to conducting thorough analysis and preparing annual billing statements each fall in support of municipalities' budgeting and financial planning processes.

777 Memorial Avenue, Orillia, Ontario, L3V 7V3
Telephone: 705 329-6199 // Facsimile: 705 329-6195
opp.ca

777 avenue Memorial, Orillia, Ontario, L3V 7V3
Téléphone : 705 329-6199 // Télécopieur : 705 329-6195
opp.ca

Preparation of the 2027 annual billing statements is already underway, with statements expected to be released in the fall of 2026.

Thank you again for your correspondence and for your continued commitment to community safety. I appreciate the opportunity to provide this update and look forward to continuing to work collaboratively with municipalities and detachment boards on these important matters.

Yours truly,

Thomas Carrique, C.O.M.

c: Ministry of Rural Affairs
The Honourable Michael S. Kerzner, Solicitor General of Ontario
Provincial Commander, Field Operations
Commander, Crime Prevention and Community Support Bureau

OPP Detachment Board Report
Collision Reporting System
September - October 2026

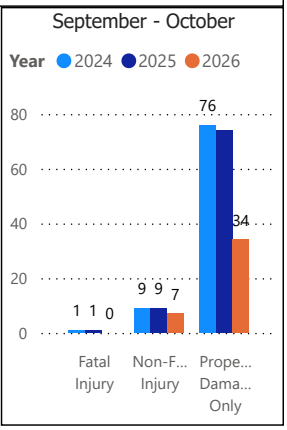
Motor Vehicle Collisions by Type

September - October

Year	2024		2025		2026	
CollisionType	Incidents	% Change	Incidents	% Change	Incidents	% Change
Fatal Injury	1	-50.0%	1	0.0%	0	-100.0%
Non-Fatal Injury	9	-10.0%	9	0.0%	7	-22.2%
Property Damage Only	76	-16.5%	74	-2.6%	34	-54.1%
Total	**86**	**-16.5%**	**84**	**-2.3%**	**41**	**-51.2%**

YTD

Year	2024		2025		2026	
CollisionType	Incidents	% Change	Incidents	% Change	Incidents	% Change
Fatal Injury	2	-60.0%	2	0.0%	2	0.0%
Non-Fatal Injury	63	16.7%	43	-31.7%	47	9.3%
Property Damage Only	386	-15.7%	347	-10.1%	294	-15.3%
Total	**451**	**-12.8%**	**392**	**-13.1%**	**343**	**-12.5%**



Data source (Collision Reporting System) date:
22-Oct-2026

Detachment: 1E - HALIBURTON HIGHLANDS
Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-2026

Report Generated on:
23-Oct-2026 11:51:42 AM

OPP Detachment Board Report
Collision Reporting System
September - October 2026

Fatalities in Detachment Area - Incidents

September - October

Type	Motor Vehicle			Motorized Snow Vehicle			Off-Road Vehicle		
Year	Alcohol/Drugs	Incidents	% Change	Alcohol/Drugs	Incidents	% Change	Alcohol/Drugs	Incidents	% Change
2024	0	0	-100.0%	0	0	--	1	1	0.0%
2025	0	1	--	0	0	--	0	0	-100.0%
2026	0	0	-100.0%	0	0	--	0	0	--

YTD

Type	Motor Vehicle			Motorized Snow Vehicle			Off-Road Vehicle		
Year	Alcohol/Drugs	Incidents	% Change	Alcohol/Drugs	Incidents	% Change	Alcohol/Drugs	Incidents	% Change
2024	0	0	-100.0%	0	0	-100.0%	1	2	-33.3%
2025	0	1	--	0	0	--	0	1	-50.0%
2026	0	2	100.0%	0	0	--	0	0	-100.0%

Fatalities in Detachment Area - Persons Killed

September - October

Type	Motor Vehicle		Motorized Snow Vehicle		Off-Road Vehicle	
Year	Persons Killed	% Change	Persons Killed	% Change	Persons Killed	% Change
2024	0	-100.0%	0	--	1	0.0%
2025	2	--	0	--	0	-100.0%
2026	0	-100.0%	0	--	0	--

YTD

Type	Motor Vehicle		Motorized Snow Vehicle		Off-Road Vehicle	
Year	Persons Killed	% Change	Persons Killed	% Change	Persons Killed	% Change
2024	0	-100.0%	0	-100.0%	2	-33.3%
2025	2	--	0	--	1	-50.0%
2026	2	0.0%	0	--	0	-100.0%

Primary Causal Factors in Fatal Motor Vehicle Collisions

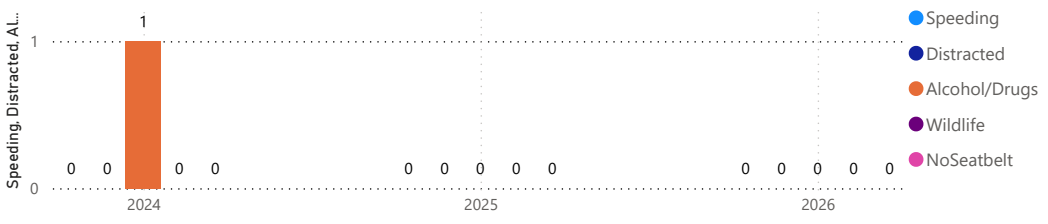
September - October

	2024	2025	2026
Speeding	0	0	0
Speeding % Change	--	--	--
Distracted	0	0	0
Distracted % Change	--	--	--
Alcohol/Drugs	1	0	0
Alcohol/Drugs % Change	0.0%	-100.0%	--
Wildlife	0	0	0
Wildlife % Change	--	--	--
NoSeatbelt	0	0	0
NoSeatbelt YoY%	--	--	--

YTD

	2024	2025	2026
Speeding	1	0	0
Speeding % Change	0.0%	-100.0%	--
Distracted	0	0	0
Distracted % Change	--	--	--
AlcoholDrugs	1	0	0
AlcoholDrugs % Change	-66.7%	-100.0%	--
Wildlife	0	0	0
Wildlife % Change	--	--	--
NoSeatbeltYTD	0	0	0
NoSeatbeltYTD YoY%	--	--	--

September - October



Data source (Collision Reporting System) date:

22-Oct-2026

Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:

22-Oct-2026

Report Generated on:

23-Oct-2026 11:51:42 AM

AGENDA ITEM #8.2.

OPP Detachment Board Report
Records Management System
September - October 2026

Criminal Code and Provincial Statute Charges Laid

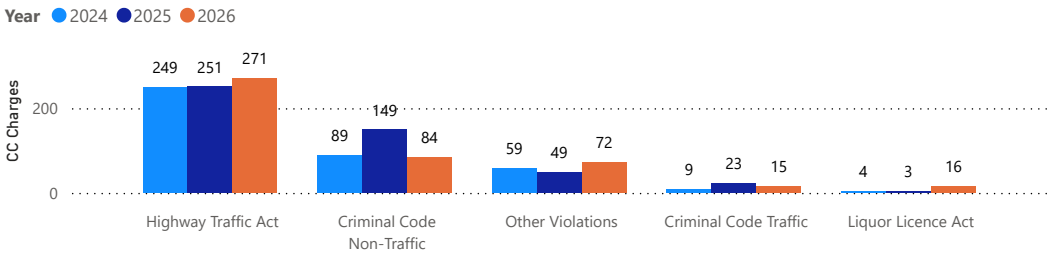
September - October

Year	2024		2025		2026	
ChargeCategory1	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Criminal Code Non-Traffic	89	-16.8%	149	67.4%	84	-43.6%
Criminal Code Traffic	9	-55.0%	23	155.6%	15	-34.8%
Highway Traffic Act	249	6.9%	251	0.8%	271	8.0%
Liquor Licence Act	4	-63.6%	3	-25.0%	16	433.3%
Other Violations	59	7.3%	49	-16.9%	72	46.9%
Total	**410**	**-3.8%**	**475**	**15.9%**	**458**	**-3.6%**

YTD

Year	2024		2025		2026	
ChargeCategory1	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Criminal Code Non-Traffic	638	13.7%	660	3.4%	450	-31.8%
Criminal Code Traffic	74	-26.7%	81	9.5%	85	4.9%
Highway Traffic Act	1,477	28.4%	1,620	9.7%	1,636	1.0%
Liquor Licence Act	34	-33.3%	45	32.4%	78	73.3%
Other Violations	331	10.3%	327	-1.2%	368	12.5%
Total	**2,554**	**18.1%**	**2,733**	**7.0%**	**2,617**	**-4.2%**

September - October



Traffic Related Charges

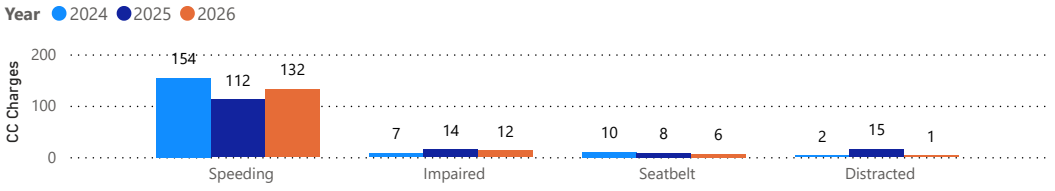
September - October

Year	2024		2025		2026	
ChargeCategory2	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Speeding	154	38.7%	112	-27.3%	132	17.9%
Seatbelt	10	400.0%	8	-20.0%	6	-25.0%
Impaired	7	-12.5%	14	100.0%	12	-14.3%
Distracted	2	--	15	650.0%	1	-93.3%

YTD

Year	2024		2025		2026	
ChargeCategory2	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Speeding	910	57.2%	934	2.6%	681	-27.1%
Seatbelt	18	-35.7%	29	61.1%	39	34.5%
Impaired	44	-33.3%	53	20.5%	53	0.0%
Distracted	2	0.0%	81	3950.0%	11	-86.4%

September - October



Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:

22-Oct-26

Report Generated on:

23-Oct-2026 11:51:42 AM

OPP Detachment Board Report
Records Management System
September - October 2026

eTicketing Warnings

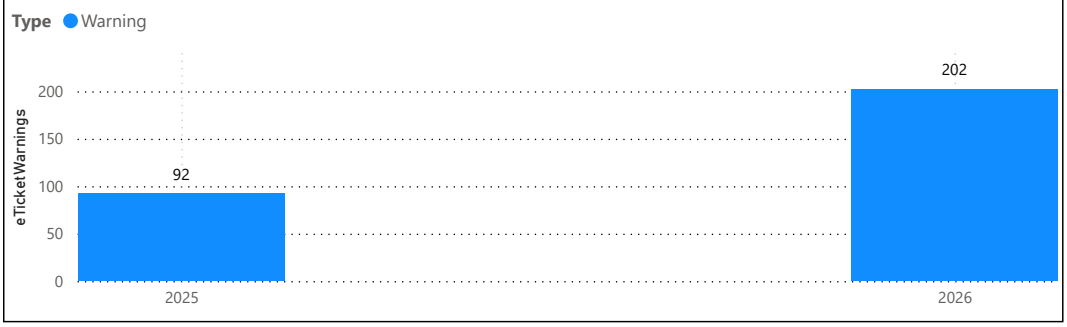
September - October

Year	2025		2026	
Type	Total	% Change	Total	% Change
Warning	92	-30.3%	202	119.6%

YTD

Year	2025		2026	
Type	Total	% Change	Total	% Change
Warning	583	-39.7%	1,193	104.6%

September - October



Note: The eTicketing system was not fully implemented until the end of 2022, therefore data is only available beginning in 2023. % Change in 2023 may appear higher in this report due to the incomplete 2022 data.

Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-26

Report Generated on:
23-Oct-2026 11:53:14 AM

OPP Detachment Board Report
Records Management System
September - October 2026

Violent Crime

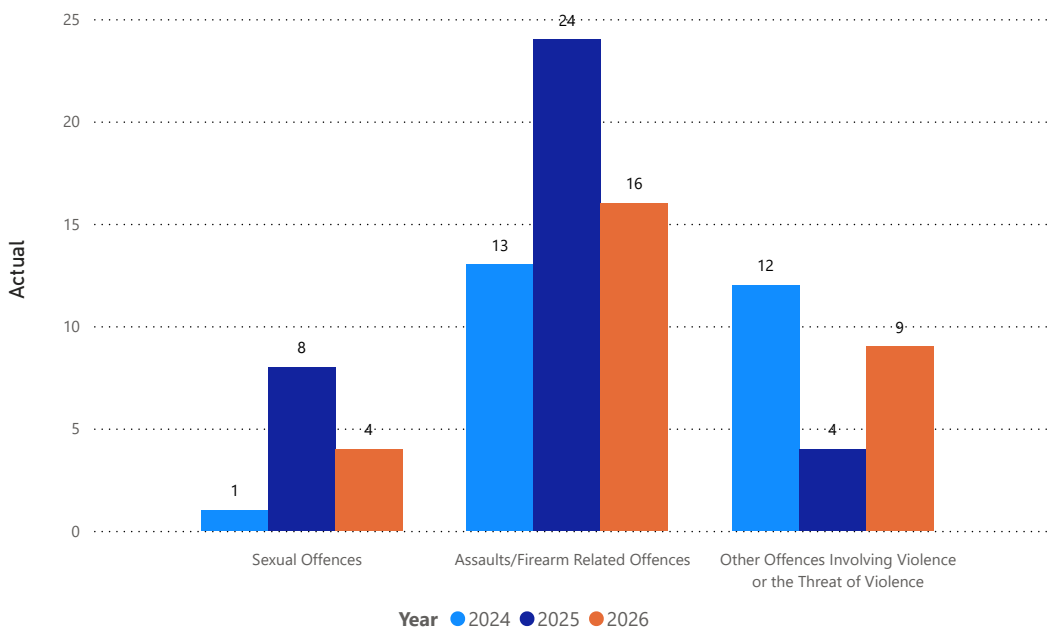
September-October

Year	2024		2025		2026	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Homicides	0	--	0	--	0	--
Other Offences Causing Death	0	--	0	--	0	--
Attempted Murder	0	--	0	--	0	--
Sexual Offences	1	-80.0%	8	700.0%	4	-50.0%
Assaults/Firearm Related Offences	13	-31.6%	24	84.6%	16	-33.3%
Offences Resulting in the Deprivation of Freedom	0	-100.0%	0	--	0	--
Robbery	0	--	0	--	0	--
Other Offences Involving Violence or the Threat of Violence	12	20.0%	4	-66.7%	9	125.0%
Offences in Relation to Sexual Services	0	--	0	--	0	--
Total	**26**	**-27.8%**	**36**	**38.5%**	**29**	**-19.4%**

YTD

Year	2024		2025		2026	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Homicides	1	--	0	-100.0%	0	--
Other Offences Causing Death	0	--	0	--	0	--
Attempted Murder	0	--	0	--	0	--
Sexual Offences	14	-46.2%	28	100.0%	16	-42.9%
Assaults/Firearm Related Offences	73	-7.6%	116	58.9%	76	-34.5%
Offences Resulting in the Deprivation of Freedom	2	-60.0%	0	-100.0%	1	--
Robbery	1	-75.0%	0	-100.0%	0	--
Other Offences Involving Violence or the Threat of Violence	45	-10.0%	43	-4.4%	41	-4.7%
Offences in Relation to Sexual Services	0	--	0	--	0	--
Total	**136**	**-17.1%**	**187**	**37.5%**	**134**	**-28.3%**

September - October



Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-2026

Report Generated on:
23-Oct-2026 11:51:42 AM

OPP Detachment Board Report
Records Management System
September - October 2026

Property Crime

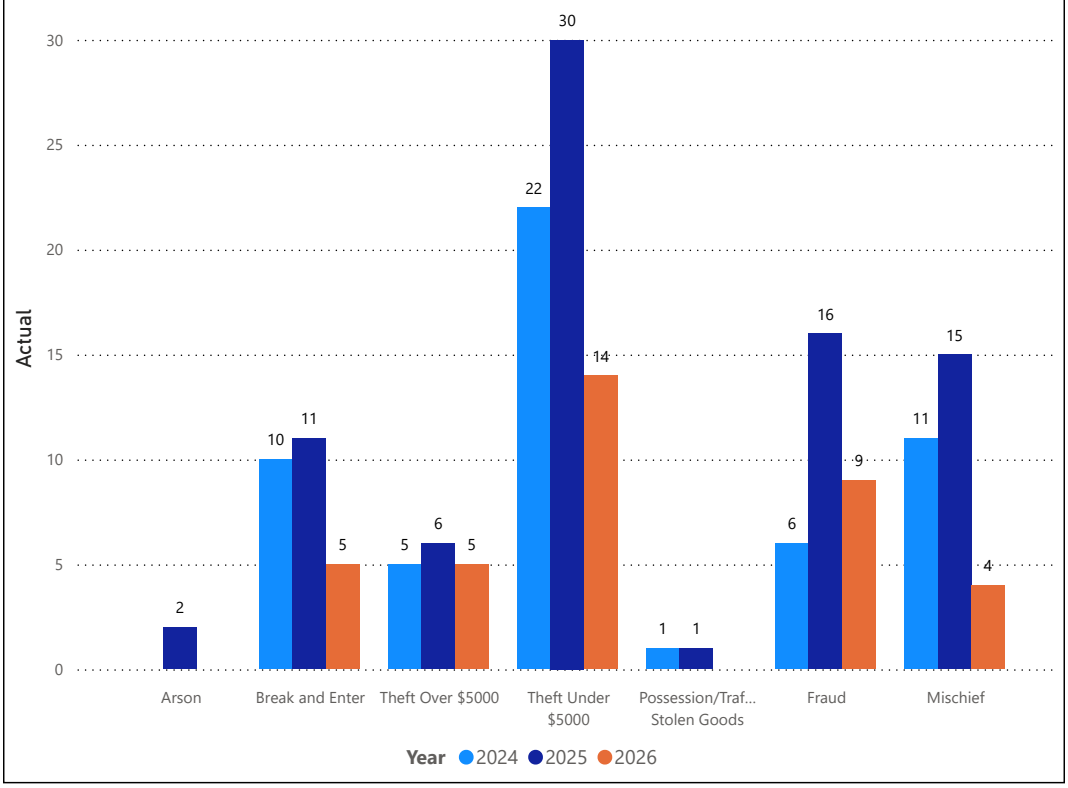
September - October

Year	2024		2025		2026	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Arson	0	--	2	--	0	-100.0%
Break and Enter	10	-16.7%	11	10.0%	5	-54.5%
Theft Over $5000	5	-72.2%	6	20.0%	5	-16.7%
Theft Under $5000	22	4.8%	30	36.4%	14	-53.3%
Possession/Trafficking Stolen Goods	1	0.0%	1	0.0%	0	-100.0%
Fraud	6	-40.0%	16	166.7%	9	-43.8%
Mischief	11	-31.3%	15	36.4%	4	-73.3%
Total	**55**	**-29.5%**	**81**	**47.3%**	**37**	**-54.3%**

YTD

Year	2024		2025		2026	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Arson	0	--	2	--	0	-100.0%
Break and Enter	40	-16.7%	47	17.5%	35	-25.5%
Theft Over $5000	31	-29.5%	33	6.5%	28	-15.2%
Theft Under $5000	100	23.5%	92	-8.0%	101	9.8%
Possession/Trafficking Stolen Goods	4	-50.0%	1	-75.0%	5	400.0%
Fraud	78	1.3%	63	-19.2%	77	22.2%
Mischief	47	-27.7%	55	17.0%	47	-14.5%
Total	**300**	**-7.1%**	**293**	**-2.3%**	**293**	**0.0%**

September - October



Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-2026

Report Generated on:
23-Oct-2026 11:51:42 AM

OPP Detachment Board Report
Records Management System
September - October 2026

Drug Crime

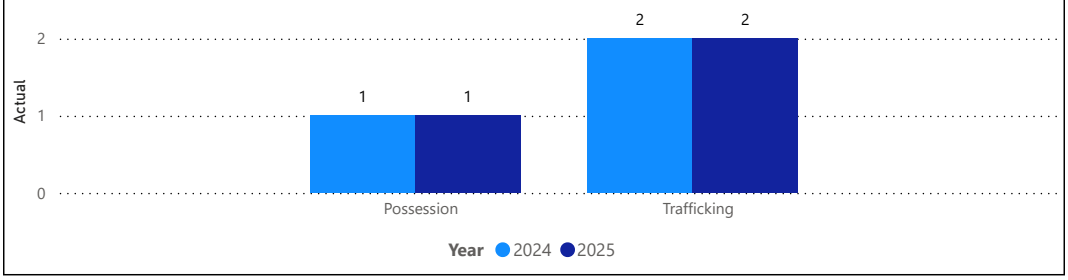
September - October

Year	2024		2025		2026	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Possession	1	--	1	0.0%	0	-100.0%
Trafficking	2	--	2	0.0%	0	-100.0%
Importation & Production	0	--	0	--	0	--
Cannabis Possession	0	--	0	--	0	--
Cannabis Distribution	0	--	0	--	0	--
Cannabis Sale	0	--	0	--	0	--
Cannabis Importation & Exportation	0	--	0	--	0	--
Cannabis Production	0	--	0	--	0	--
Other Cannabis Violations	0	--	0	--	0	--
Total	**3**	**--**	**3**	**0.0%**	**0**	**-100.0%**

YTD

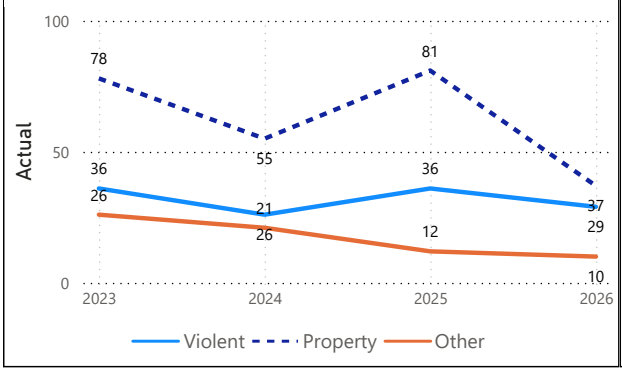
Year	2024		2025		2026	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Possession	8	300.0%	7	-12.5%	14	100.0%
Trafficking	7	250.0%	4	-42.9%	1	-75.0%
Importation & Production	0	--	0	--	0	--
Cannabis Possession	0	--	0	--	0	--
Cannabis Distribution	0	--	0	--	0	--
Cannabis Sale	0	--	0	--	0	--
Cannabis Importation & Exportation	0	--	0	--	0	--
Cannabis Production	0	--	0	--	0	--
Other Cannabis Violations	0	--	0	--	0	--
Total	**15**	**275.0%**	**11**	**-26.7%**	**15**	**36.4%**

September - October



Top 3 Violation Types

September - October



Top 5 Violation Groups

September - October

ViolationGrp	2023	2024	2025	2026	Total
Theft Under $5000	21	22	30	14	**87**
Assaults/Firearm Related Offences	19	13	24	16	**72**
Provincial Statutes	14	9	15	14	**52**
Mischief	16	11	15	4	**46**
Failure to Comply	19	13	5	6	**43**

Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-2026

Report Generated on:
23-Oct-2026 11:51:42 AM

OPP Detachment Board Report
Records Management System
September - October 2026

Other Crime Occurrences

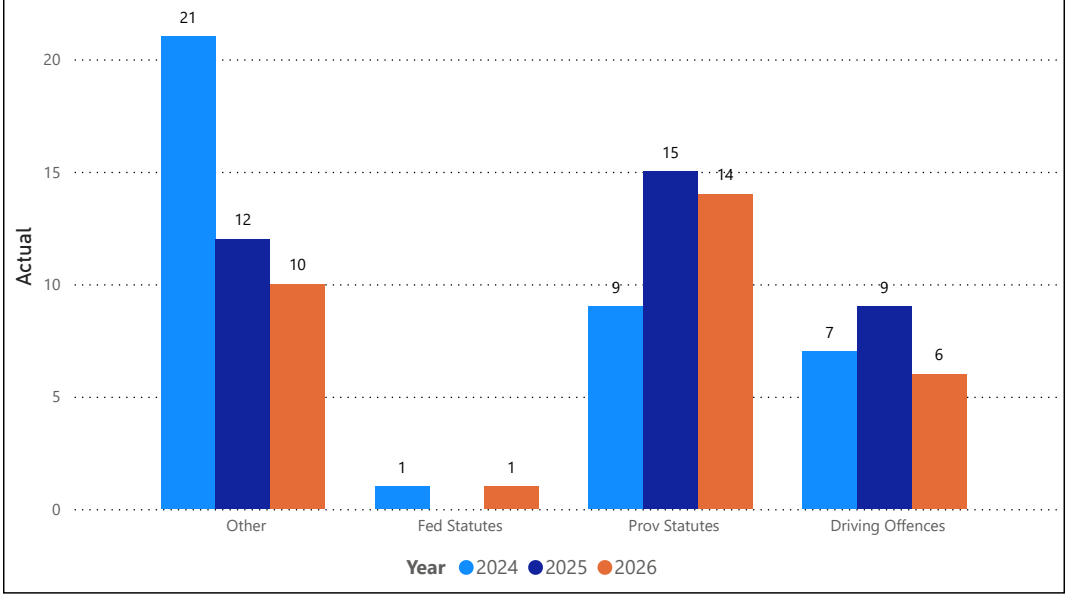
September - October

Year	2024		2025		2026	
Violation_rollup	Actual	% Change	Actual	% Change	Actual	% Change
Other	21	-19.2%	12	-42.9%	10	-16.7%
Fed Statutes	1	-94.1%	0	-100.0%	1	--
Prov Statutes	9	-35.7%	15	66.7%	14	-6.7%
Driving Offences	7	-22.2%	9	28.6%	6	-33.3%
Total	**38**	**-42.4%**	**36**	**-5.3%**	**31**	**-13.9%**

YTD

Year	2024		2025		2026	
Violation_rollup	Actual	% Change	Actual	% Change	Actual	% Change
Other	108	1.9%	111	2.8%	101	-9.0%
Fed Statutes	25	-47.9%	5	-80.0%	31	520.0%
Prov Statutes	52	4.0%	59	13.5%	89	50.8%
Driving Offences	49	2.1%	45	-8.2%	38	-15.6%
Total	**234**	**-7.1%**	**220**	**-6.0%**	**259**	**17.7%**

September - October



Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-2026

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23-Oct-2026 11:51:42 AM

AGENDA ITEM #8.2.

OPP Detachment Board Report
Records Management System
September - October 2026

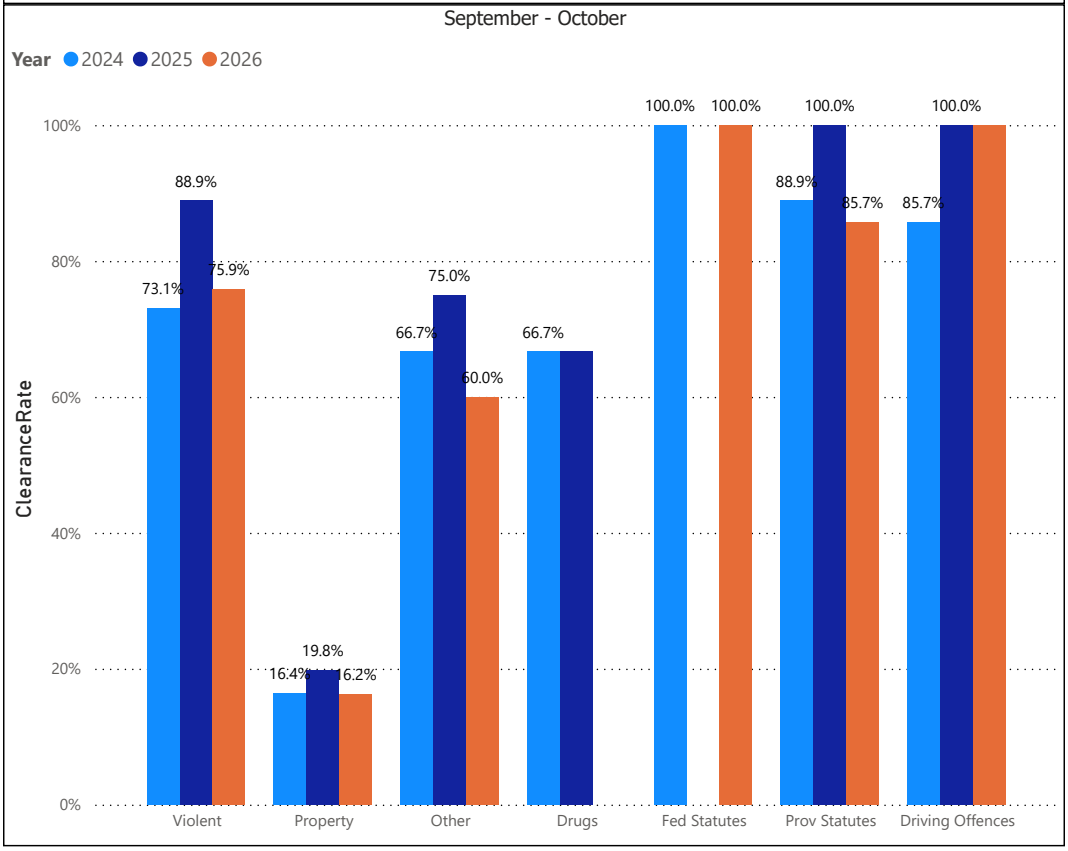
Clearance Rate

September - October

Year	2024		2025		2026	
	%	% Change	%	% Change	%	% Change
Violent	73.1%	1.2%	88.9%	21.6%	75.9%	-14.7%
Property	16.4%	59.5%	19.8%	20.7%	16.2%	-17.9%
Other	66.7%	-3.7%	75.0%	12.5%	60.0%	-20.0%
Drugs	66.7%	--	66.7%	0.0%		-100.0%
Fed Statutes	100.0%	0.0%		-100.0%	100.0%	--
Prov Statutes	88.9%	3.7%	100.0%	12.5%	85.7%	-14.3%
Driving Offences	85.7%	-3.6%	100.0%	16.7%	100.0%	0.0%

YTD

Year	2024		2025		2026	
Violation_rollup	%	% Change	%	% Change	%	% Change
Violent	75.7%	12.9%	82.9%	9.4%	78.4%	-5.5%
Property	22.7%	20.0%	18.1%	-20.2%	21.8%	20.8%
Other	75.0%	12.0%	72.1%	-3.9%	72.3%	0.3%
Drugs	86.7%	-13.3%	81.8%	-5.6%	86.7%	5.9%
Fed Statutes	96.0%	-2.0%	100.0%	4.2%	100.0%	0.0%
Prov Statutes	90.4%	-1.8%	94.9%	5.0%	96.6%	1.8%
Driving Offences	81.6%	-4.4%	88.9%	8.9%	97.4%	9.5%



Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-2026

Report Generated on:
23-Oct-2026 11:51:42 AM

OPP Detachment Board Report
Records Management System
September - October 2026

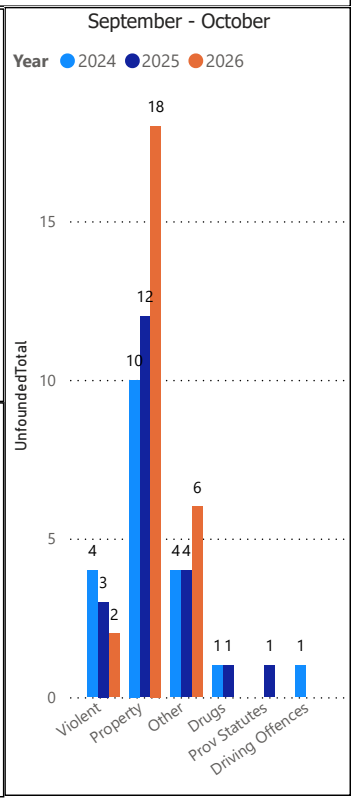
Unfounded

September - October

Year	2024		2025		2026	
Violation_rollup	Count	% Change	Count	% Change	Count	% Change
Violent	4	-33.3%	3	-25.0%	2	-33.3%
Property	10	11.1%	12	20.0%	18	50.0%
Other	4	--	4	0.0%	6	50.0%
Drugs	1	--	1	0.0%	0	-100.0%
Fed Statutes	0	--	0	--	0	--
Prov Statutes	0	--	1	--	0	-100.0%
Driving Offences	1	--	0	-100.0%	0	--
Total	**20**	**33.3%**	**21**	**5.0%**	**26**	**23.8%**

YTD

Year	2024		2025		2026	
Violation_rollup	Count	% Change	Count	% Change	Count	% Change
Violent	31	6.9%	21	-32.3%	15	-28.6%
Property	46	15.0%	51	10.9%	65	27.5%
Other	10	0.0%	17	70.0%	15	-11.8%
Drugs	2	--	1	-50.0%	0	-100.0%
Fed Statutes	0	--	0	--	0	--
Prov Statutes	0	-100.0%	3	--	1	-66.7%
Driving Offences	1	--	0	-100.0%	0	--
Total	**90**	**12.5%**	**93**	**3.3%**	**96**	**3.2%**



Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-2026

Report Generated on:
23-Oct-2026 11:51:42 AM

OPP Detachment Board Report
Records Management System
September - October 2026

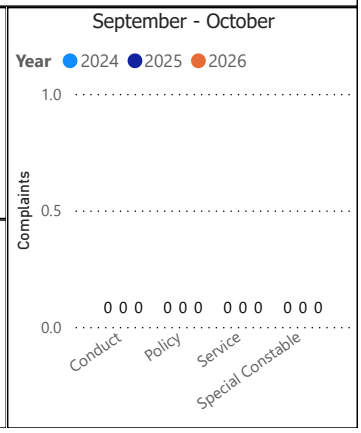
Public Complaints (Detachment Level Only)

September - October

Year	2024		2025		2026	
INCIDENT_TYPE	Count	% Change	Count	% Change	Count	% Change
Conduct	0	--	0	--	0	--
Policy	0	--	0	--	0	--
Service	0	--	0	--	0	--
Special Constable	0	--	0	--	0	--
Total	**0**	**--**	**0**	**--**	**0**	**--**

YTD

Year	2024		2025		2026	
INCIDENT_TYPE	Count	% Change	Count	% Change	Count	% Change
Conduct	5	150.0%	7	40.0%	4	-42.9%
Policy	0	--	0	--	0	--
Service	0	--	0	--	0	--
Special Constable	0	--	0	--	0	--
Total	**5**	**150.0%**	**7**	**40.0%**	**4**	**-42.9%**



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

Data source date:

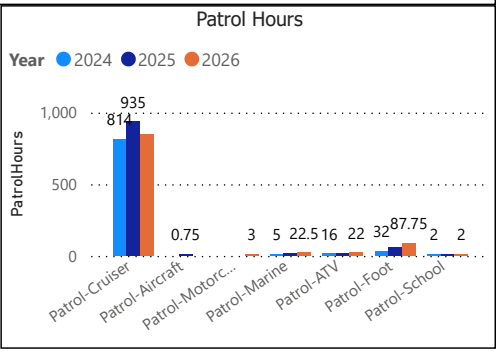
(Blank)

Daily Activity Reporting

Daily Activity Reporting Patrol Hours

September - October

ODCdescr	2024	2025	2026
Patrol-Cruiser	814.00	935.00	846.75
Patrol-Aircraft	0.00	0.75	0.00
Patrol-Motorcycle	0.00	0.00	3.00
Patrol-Marine	5.00	18.25	22.50
Patrol-ATV	16.00	19.00	22.00
Patrol-Snowmobile	0.00	0.00	0.00
Patrol-Bicycle	0.00	0.00	0.00
Patrol-Foot	32.00	56.50	87.75
Patrol-School	2.00	0.50	2.00
Total	**869.00**	**1,030.00**	**984.00**



Data source (Daily Activity Reporting System) date:

22-Oct-2026

Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Data source date:

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Report Generated on:

23-Oct-2026 11:51:42 AM

OPP Detachment Board Report
Records Management System
September - October 2026

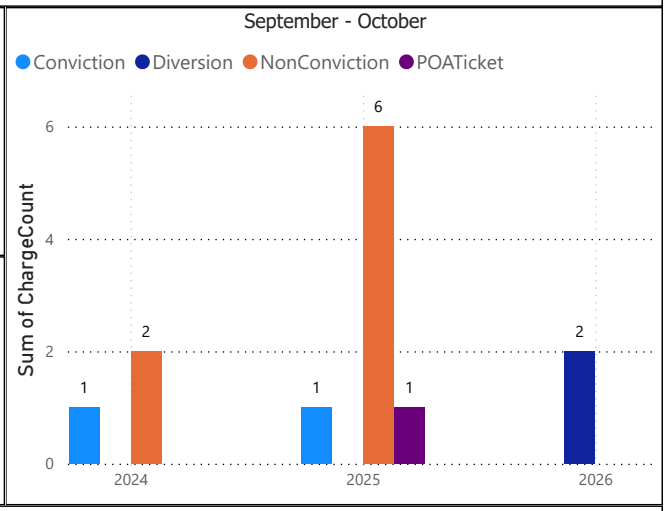
Youth Charges by Disposition Type

September - October

Disposition_Type	2024	2025	2026
Bail	0	0	0
Conference	0	0	0
Conviction	1	1	0
Diversion	0	0	2
NonConviction	2	6	0
NotAccepted	0	0	0
Total	**3**	**8**	**2**

YTD

Disposition_Type	2024	2025	2026
Bail	0	0	0
Conference	0	0	0
Conviction	2	9	0
Diversion	11	6	9
NonConviction	9	25	5
NotAccepted	0	0	0
Total	**22**	**41**	**14**



Youth Charges by Disposition and Occurrence Type

September - October

Year	2026				Total
OccType	Conviction	Diversion	NonConviction	NotAccepted	
Theft	0	1	0	0	**1**
Threats	0	1	0	0	**1**
Total	**0**	**2**	**0**	**0**	**2**

YTD

Year	2026							T
OccType	Bail	Conference	Conviction	Diversion	NonConviction	NotAccepted	POATicket	
Assault	0		0	2	2	0		
Mischief		0	0	2	0	0	0	
Shoplift			0	1	2	0		
Theft			0	2	0	0		
Threats			0	2	0	0		
Warrants			0		1			
Total	**0**	**0**	**0**	**9**	**5**	**0**	**0**	

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

Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-2026

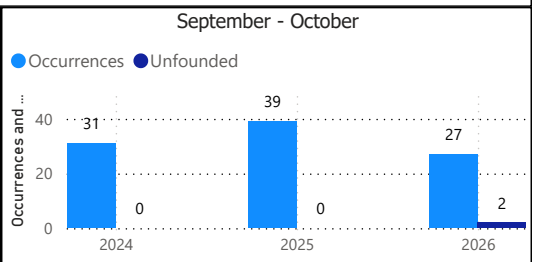
Report Generated on:
23-Oct-2026 11:54:28 AM

OPP Detachment Board Report
Records Management System
September - October 2026

Mental Health Act Occurrences

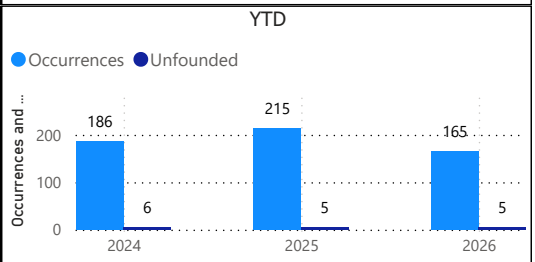
September - October

Year	Occurrences	Unfounded
2024	31	0
2025	39	0
2026	27	2



YTD

Year	Occurrences	Unfounded
2024	186	6
2025	215	5
2026	165	5



Mental Health Act Occurrences by Occurrence Type

September - October

Year	2026	
OccurrenceType	Occurrences	Unfounded
Assault	1	0
Attempt or threat of suicide	3	0
Family dispute	1	0
Fraud	1	1
Intimate Partner Violence	1	0
Mental health act	16	1
Missing person	1	0
Person Well-Being Check	1	0
Suspicious person	1	0
Unwanted person	1	0
Total	**27**	**2**

Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-2026

Report Generated on:
23-Oct-2026 11:51:42 AM

OPP Detachment Board Report
Records Management System
September - October 2026

Overdose Occurrences

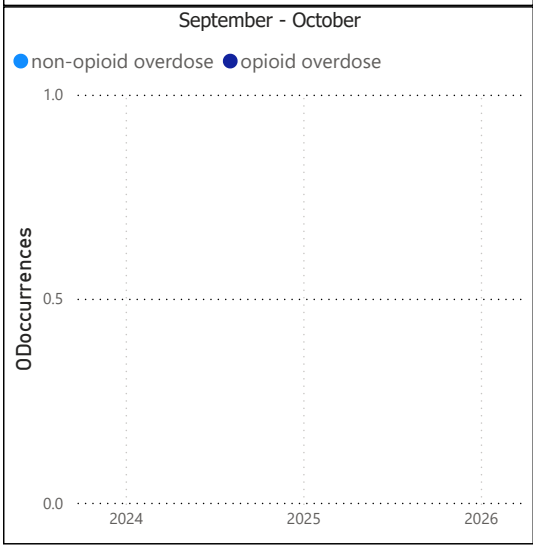
September - October

Fatal	2024	2025	2026
Fatal	**0**	**0**	**0**
non-opioid overdose	0	0	0
opioid overdose	0	0	0
non-Fatal	**0**	**1**	**0**
non-opioid overdose	0	0	0
opioid overdose	0	1	0
Total	**0**	**1**	**0**

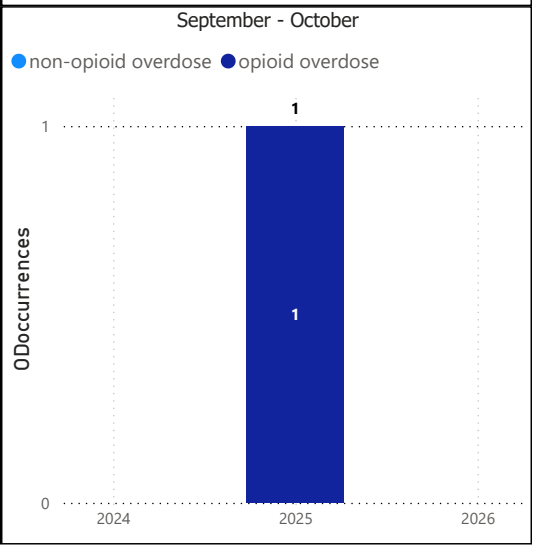
YTD

Fatal	2024	2025	2026
Fatal	**2**	**1**	**0**
non-opioid overdose	2	1	0
opioid overdose	0	0	0
non-Fatal	**1**	**1**	**4**
non-opioid overdose	1	0	0
opioid overdose	0	1	4
Total	**3**	**2**	**4**

Fatal Overdose Occurrences



Non-Fatal Overdose Occurrences



Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

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22-Oct-2026

Report Generated on:
23-Oct-2026 11:51:42 AM

OPP Detachment Board Report
Records Management System
September - October 2026

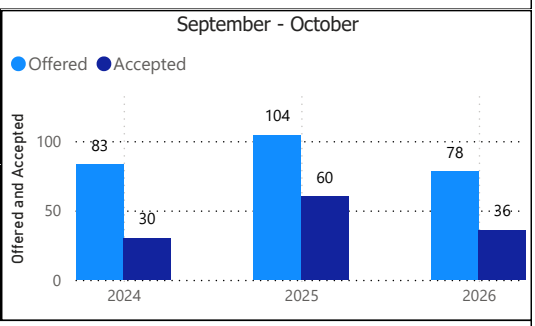
Referrals to Victim Service Agencies by Year

September - October

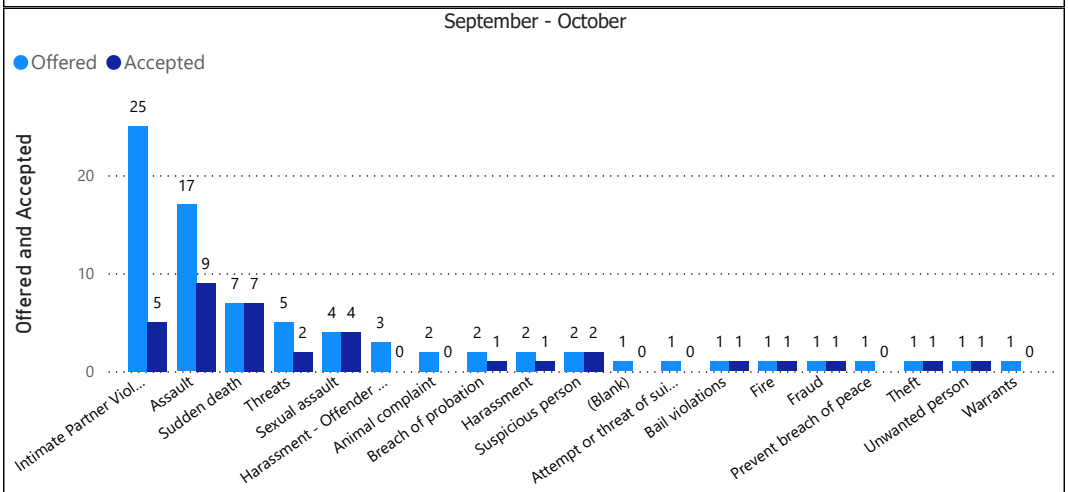
Year	Offered	Accepted	% Accepted
2024	83	30	35.7%
2025	104	60	57.1%
2026	78	36	46.2%

YTD

Year	Offered	Accepted	% Accepted
2024	446	151	33.0%
2025	519	207	39.4%
2026	473	208	43.4%



Referrals to Victim Service Agencies by Occurrence Type



Referrals Accepted (%) by Age Group

September - October

PersonAgeRange	2024	2025	2026
11 - 16	100.0%	54.5%	50.0%
17 - 25	50.0%	71.4%	36.4%
26 - 45	32.5%	62.8%	43.8%
46 - 65	29.6%	35.7%	54.5%
6 - 10		50.0%	0.0%
Over 65	50.0%	78.6%	71.4%
Under 6	0.0%		0.0%

YTD

PersonAgeRange	2024	2025	2026
	5.9%		
11 - 16	64.7%	52.6%	41.7%
17 - 25	57.7%	36.4%	34.0%
26 - 45	36.1%	39.4%	46.1%
46 - 65	41.1%	37.4%	41.8%
6 - 10	0.0%	28.6%	40.0%
Over 65	47.4%	46.7%	53.6%
Under 6	0.0%	16.7%	0.0%

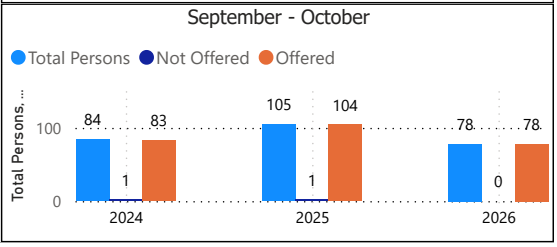
Referrals Not Offered

September - October

ServicesNotOfferedReason	2024	2025	2026
	0	0	0
	0	0	0
Victim deceased or unable to respond	1	0	0
Victim resides outside Ontario	0	1	0

YTD

ServicesNotOfferedReason	2024	2025	2026
	0	0	0
	0	0	0
Victim deceased or unable to respond	11	5	6
Victim resides outside Ontario	1	1	0



Detachment: 1E - HALIBURTON HIGHLANDS

Location code(s): 1E00 - HALIBURTON HIGHLANDS

Area(s): ALL

Data source date:
22-Oct-2026

Report Generated on:
23-Oct-2026 11:51:42 AM

OPP Detachment Board Report

Report Information Page

Report Data Source Information:

Data Sources Utilized

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

Niche RMS

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

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

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

Collision Reporting System (eCRS)

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

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

- Collisions
- Fatalities

DAR (Daily Activity Reporting)

Patrol hours are collected from the OPP DAR application.

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

- Complaints (Patrol Hours Section Only)

Media Releases

Haliburton
Highlands OPP

SEP - OCT 2026

#HaliburtonHighlandsOPP

Highlight Post

Likes 361

Repost 5

Road Safety Post: Labour Day Weekend

Ontario Provincial Police - Central Region
Published by Ashleigh Tayler · September 4 ·

Do you recognize this beautiful piece of **#HaliburtonCounty**? This portion of Highway 118 along Loon Lake is breathtaking; but with a combination of winding roads, wildlife, cyclists and weather considerations, it is important to follow all posted speed signs to keep everyone safe.

The **#HaliburtonHighlandsOPP** would like to remind everyone to drive safely this Labour Day weekend. ^h.n. **#HHOPP**

Reconnaissez-vous ce magnifique coin du **#comtédeHaliburton**? Ce tronçon de la route 118 qui longe le lac Loon est à couper le souffle; cependant, compte tenu des routes sinueuses, de la faune, des cyclistes et des conditions météorologiques, il est important de respecter toutes les limites de vitesse affichées afin d'assurer la sécurité de tous.

La **#HaliburtonHighlandsOPP** tient à rappeler à tous de conduire prudemment en cette fin de semaine de la Fête du Travail. ^h.n. **#HHOPP** See less

Edit Boost post

68 3

Ontario Provincial Police - Central Region

AI content · Published by Ashleigh Tayler
· September 11 ·

Congratulations to Sgt. Austin on your well-deserved promotion to Sergeant with the Haliburton Highlands OPP!

Your dedication, professionalism, leadership, and commitment to serving our communities have made a positive impact on both colleagues and the public. This promotion is a testament to your hard work and the respect you have earned throughout your career.

Wishing you continued success in your new role as Sergeant. Congratulations on this outstanding achievement!

#OPP #HaliburtonHighlandsOPP #Leadership #Congratulations ^ra
~

Félicitations au sergent Austin pour sa promotion bien méritée au grade de sergent au sein de la Police provinciale de l'Ontario (OPP) des Haliburton Highlands !

Votre dévouement, votre professionnalisme, votre leadership et votre engagement au service de nos communautés ont eu un impact positif tant sur vos collègues que sur le public. Cette promotion témoigne de votre travail acharné et du respect que vous avez su gagner tout au long de votre carrière.

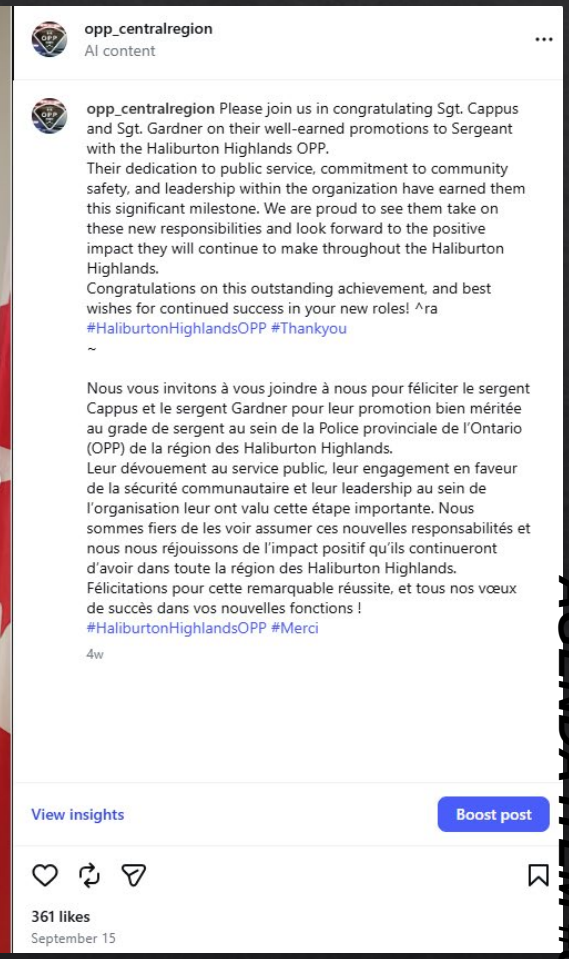
Nous vous souhaitons beaucoup de succès dans vos nouvelles fonctions de sergent. Félicitations pour cette remarquable réussite !

#OPP #HaliburtonHighlandsOPP #Leadership #Félicitations See less

355 16

Promotion Post Sgt AUSTIN

Promotion Post
Sgt GARDNER / Sgt CAPPUS



opp_centralregion
AI content

opp_centralregion Please join us in congratulating Sgt. Cappus and Sgt. Gardner on their well-earned promotions to Sergeant with the Haliburton Highlands OPP.
Their dedication to public service, commitment to community safety, and leadership within the organization have earned them this significant milestone. We are proud to see them take on these new responsibilities and look forward to the positive impact they will continue to make throughout the Haliburton Highlands.
Congratulations on this outstanding achievement, and best wishes for continued success in your new roles! ^ra
#HaliburtonHighlandsOPP #Thankyou
~

Nous vous invitons à vous joindre à nous pour féliciter le sergent Cappus et le sergent Gardner pour leur promotion bien méritée au grade de sergent au sein de la Police provinciale de l'Ontario (OPP) de la région des Haliburton Highlands.
Leur dévouement au service public, leur engagement en faveur de la sécurité communautaire et leur leadership au sein de l'organisation leur ont valu cette étape importante. Nous sommes fiers de les voir assumer ces nouvelles responsabilités et nous nous réjouissons de l'impact positif qu'ils continueront d'avoir dans toute la région des Haliburton Highlands.
Félicitations pour cette remarquable réussite, et tous nos vœux de succès dans vos nouvelles fonctions !
#HaliburtonHighlandsOPP #Merci

4w

View insights Boost post

361 likes
September 15

Family and Friends Festival

(First Year in the Haliburton Highlands)

Ontario Provincial Police - Central Region
AI content · Published by Ashleigh Tayler
· September 23 at 3:02 PM ·

Connecting with our community!
Haliburton Highlands OPP members had a great time attending the Family and Friends Festival at the Minden Fairgrounds this past weekend! Young visitors were excited to get an up-close look at an OPP cruiser, explore inside, and learn a little more about policing in their community. Thank you to everyone who stopped by to say hello! Events like these are a wonderful opportunity to connect with the families we serve. ^ra
#HaliburtonHighlandsOPP #OPPAuxiliary #Community #HaliburtonHighlands
~

Au plus près de notre communauté !
Les agents de la Police provinciale de l'Ontario (OPP) de la région des Haliburton Highlands ont passé un excellent moment en participant au « Family and Friends Festival » au parc des expositions de Minden le week-end dernier ! Les jeunes visiteurs étaient ravis de pouvoir voir de près une voiture de patrouille de la Police provinciale de l'Ontario, d'en explorer l'intérieur et d'en apprendre un peu plus sur le travail de la police dans leur communauté.
Merci à tous ceux qui sont venus nous dire bonjour ! Des événements comme celui-ci constituent une merveilleuse occasion de tisser des liens avec les familles que nous servons.
#HaliburtonHighlandsOPP #OPPAuxiliary #Communauté #HaliburtonHighlands See less

Edit | Boost post

47 4

Operation Full Plate Contribution

Operation Full Plate was a huge success!
Over the weekend, **#HaliburtonHighlandsOPP** members were out at our Minden and Haliburton locations collecting donations for local food banks.
Thanks to the incredible generosity of our community, we collected:
🥫 1,610 lbs of food
💵 $905.80 in cash donations

All donations will be shared between the Minden and Haliburton food banks, helping support individuals and families right here in our communities.
A big thank you to everyone who stopped by and donated. Your generosity and support make a difference in our community!^ra💙
#OperationFullPlate #HaliburtonHighlandsOPP #OPPAuxiliary #HaliburtonHighlands #CommunitySupport
~
L'opération Assiette Pleine a remporté un franc succès !
Ce week-end, les membres de la **#HaliburtonHighlandsOPP** étaient présents sur nos sites de Minden et d'Haliburton pour collecter des dons destinés aux banques alimentaires locales.
Grâce à l'incroyable générosité de notre communauté, nous avons récolté :
🥫 1 610 livres de denrées alimentaires
💵 905,80 $ en dons en espèces

Tous ces dons seront répartis entre les banques alimentaires de Minden et d'Haliburton, afin d'aider les personnes et les familles de nos communautés.
Un grand merci à tous ceux qui se sont arrêtés pour faire un don. Votre générosité et votre soutien font toute la différence au sein de notre communauté !^ra💙
#OpérationAssiettePleine

68 5

Donations

1,610 lbs of food – $905.80 in cash donations

Truth and Reconciliation Day: Post Contribution

Fort Frances Residential School

Name	Date of Death
George Williams	1942-01-15
Hilda Wilson	1953-02-15
Russell Swain	ca. 1973-03-31

Central Region Awards Ceremony

opp_centralregion The Haliburton Highlands OPP is proud to recognize two exceptional individuals who were honoured at the Central Region Awards Ceremony.
Special Constable Hannah Hicks received an award for Leadership and Excellence in recognition of her dedication and professionalism.
Donald Powell was presented with the St. John Lifesaving Award for his actions and commitment to helping others.
Congratulations to both recipients on these well-earned honours. Your contributions make a difference in our communities every day. ^r.a
#HaliburtonHighlandsOPP #HaliburtonHighlands #ThankYou #Community
~

La Police provinciale de l'Ontario (OPP) de Haliburton Highlands est fière de rendre hommage à deux personnes exceptionnelles qui ont été mises à l'honneur lors de la cérémonie de remise des prix de la région centrale.

L'agent spécial Hannah Hicks a reçu le prix du leadership et de l'excellence en reconnaissance de son dévouement et de son professionnalisme.

Donald Powell s'est vu décerner le prix St. John Lifesaving Award pour ses actions et son engagement au service des autres.

Félicitations aux deux lauréats pour ces distinctions bien méritées. Vos contributions font chaque jour la différence au sein de nos communautés.

#HaliburtonHighlandsOPP #HaliburtonHighlands #Merci #Communauté

1d

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181 likes

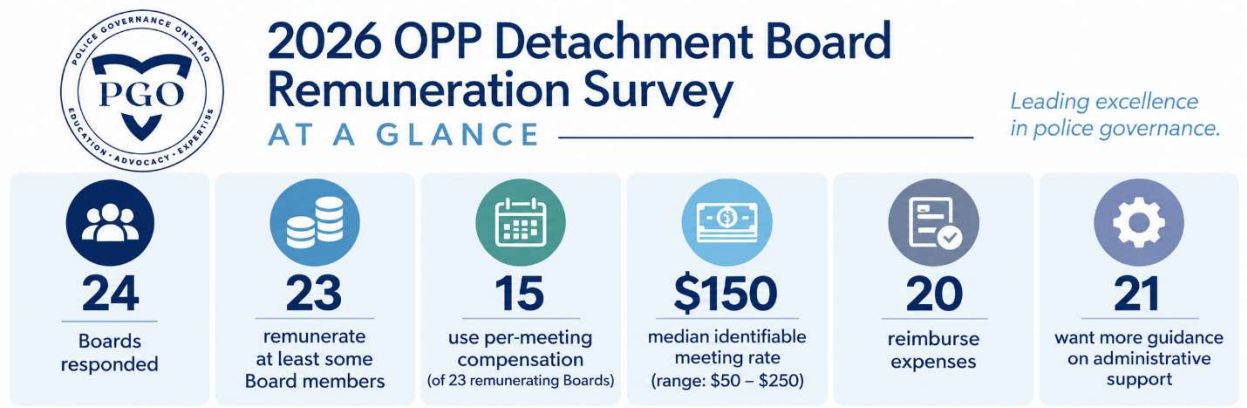
Eric Nystedt Charity Golf Tournament

TheHighlander

Representatives from Victim Services, local food banks, and the Heat Bank attended the Haliburton Highlands Detachment to accept donations raised through the Eric Nystedt Charity Golf Tournament. The *Highlander* newspaper will be publishing a release in the coming weeks.

News Portal Releases

Total
Releases: 4



Findings, Trends and Governance Considerations Report

About the Survey

Police Governance Ontario conducted the 2026 OPP Detachment Board Remuneration Survey to better understand how Boards across Ontario are approaching member remuneration, expense reimbursement and administrative support two years after implementation of the Community Safety and Policing Act, 2019 (CSPA).

The survey builds upon work first undertaken by the Ontario Association of Police Service Boards (OAPSB) in 2024, as communities were establishing the new OPP Detachment Board structure.

The 2024 survey captured responses from 37 communities representing 29 newly established OPP Detachment Boards. Its purpose was largely transitional: to provide communities with information about historical remuneration practices as they established new arrangements under the CSPA.

The 2026 survey provides an opportunity to revisit the issue after Boards have gained practical experience operating within the new governance framework.

Twenty-four unique OPP Detachment Boards are represented in the 2026 results.

The results are intended to provide Boards with useful benchmarking information and support local conversations about remuneration, reimbursement and the resources required for effective governance. They should not be interpreted as a recommended provincial remuneration schedule.

Executive Summary

The 2026 survey indicates that **remuneration is now a common feature of OPP Detachment Board governance, but there remains considerable variation in how members are compensated and which aspects of Board work are recognized.**

Twenty-three of the 24 responding Boards reported remunerating at least some Board members. Per-meeting compensation remains the most common approach, while preparation, training, committee participation, community engagement and other governance responsibilities are treated differently across Boards.

Among responding Boards where a straightforward ordinary-member per-meeting rate could be identified, rates ranged from approximately **$50 to $250 per meeting**, with a median of approximately **$150**.

Expense reimbursement is considerably more consistent, with **20 responding Boards** reporting some form of expense reimbursement. However, the survey did not examine the eligibility criteria, approval requirements or limits associated with those expenses in sufficient detail to allow meaningful comparison.

The results also reveal an important distinction between **remunerating attendance and recognizing the work of governance.**

Effective Board service extends beyond attendance at formal meetings. Members are expected to prepare for meetings, understand information and reports, complete training, exercise oversight, participate in planning, engage with communities, consider risk and evidence, and make informed governance decisions.

As Boards and participating municipalities review remuneration arrangements, the relevant question may therefore be broader than:

“What should a member receive for attending a meeting?”

It may instead be:

“Does our remuneration approach reasonably recognize the responsibilities and work we expect Board members to undertake?”

Key Finding 1

Remuneration is widespread, but there is no common model

Twenty-three of the 24 responding Boards reported remuneration for at least some members.

The results continue to show differences in remuneration depending on appointment category, including community representatives, provincial appointees and municipal council appointees.

These results require some caution.

Provincial appointees are subject to specific remuneration provisions under the CSPA framework. Section 7 of O. Reg. 135/24 provides for remuneration of members appointed by the Minister, with the amount determined through the process established in the regulation.

The survey did not ask whether provincial appointment positions were filled or vacant at the time of the response. It also did not distinguish between a Board having an established remuneration arrangement for a provincial appointee and actually having an appointee currently serving.

As a result, the number of Boards identifying provincial appointees as receiving remuneration **should not be interpreted as evidence that Boards that did not select this category are failing to meet their obligations.**

This represents an important limitation of the 2026 survey and should be addressed in future data collection.

The results relating to municipal council appointees also warrant further examination. In some municipalities, Board service may be considered part of a councillor's broader municipal responsibilities and therefore covered through existing council remuneration. This may explain some of the difference between appointment categories, but the survey did not specifically ask municipalities how that determination is made.

Key Finding 2

Per-meeting remuneration remains the dominant approach

Of the 23 Boards providing remuneration, **15 reported using a per-meeting compensation model.**

Other Boards reported annual, monthly, biweekly, quarterly or mixed remuneration arrangements.

Where a straightforward ordinary-member meeting rate could be identified, reported rates ranged from approximately **$50 to $250 per meeting**, with a median of approximately **$150**.

The range illustrates why the survey should be viewed primarily as a benchmarking resource rather than a recommended remuneration schedule.

OPP Detachment Boards differ considerably in geography, membership, meeting frequency, travel requirements, administrative arrangements and governance workload.

PGO is therefore not suggesting that there is a single appropriate provincial remuneration rate.

The results are more useful as a starting point for Boards to examine whether their own remuneration approach continues to reflect their operating circumstances and the responsibilities members are expected to undertake.

Key Finding 3

Remuneration continues to focus heavily on meetings

The 2026 survey suggests that formal Board meetings remain the primary basis upon which many remuneration arrangements are structured.

Some Boards have taken a broader approach. Annual or other remuneration models may include regular and special meetings, preparation, committee participation, training, conferences, community engagement, travel and other Board-related responsibilities.

Other Boards compensate certain activities separately through additional per diems or approved payments.

Across the responses, however, preparation, training, committee participation, community engagement and other work outside formal meetings continue to be treated inconsistently.

This is broadly consistent with an issue identified in the 2024 OAPSB survey. At that time, the most common approach was a flat rate per Board meeting, regardless of preparation time or meeting duration, and committee work was not always recognized as compensable Board work.

Two years later, meeting-based compensation continues to dominate.

A governance consideration

This distinction matters.

A remuneration system based primarily upon meeting attendance can unintentionally reinforce an attendance-based understanding of governance.

Showing up is necessary. It is not the entirety of the role.

Board members are also expected to prepare, learn, assess information, exercise judgment, participate in oversight and understand the communities they govern on behalf of.

Boards reviewing remuneration may therefore wish to consider whether their current model reflects the **work of governance**, rather than solely the occurrence of a meeting.

Key Finding 4

Council appointee remuneration deserves further consideration

Municipal council appointees are not always separately remunerated for their OPP Detachment Board responsibilities.

In some municipalities, Board service may be considered part of a councillor's broader municipal responsibilities and therefore covered through existing council remuneration.

That approach is not uncommon.

However, it is worth examining rather than simply assuming.

Appointment to an OPP Detachment Board carries governance responsibilities separate from a councillor's municipal legislative responsibilities. Council appointees serve as members of the Board, must meet the requirements associated with that role, undertake required training and exercise responsibilities within the police-governance framework.

Accordingly, participating municipalities and Boards may wish to consider:

Does existing council remuneration reasonably recognize the additional responsibilities and workload associated with serving on the OPP Detachment Board?

There may be legitimate reasons for different local approaches. The important point is that the approach should be **intentional, understood and defensible**, rather than based solely on the assumption that a councillor is already compensated.

Future PGO benchmarking should examine this issue more directly, including how municipalities determine whether Board responsibilities are considered part of existing council remuneration.

Key Finding 5

Chair remuneration remains inconsistent

Some responding Boards compensate the Chair differently from other members, while others provide the same remuneration regardless of position.

Where Chairs receive additional compensation, approaches include higher meeting rates, annual supplements and other additional remuneration.

This is consistent with the broader pattern identified in 2024, when some respondents also reported different remuneration based upon Board position.

The results suggest that the sector has not developed a common approach to recognizing the additional responsibilities associated with the Chair or Vice-Chair.

Boards may wish to consider whether their remuneration arrangements appropriately reflect additional leadership, meeting preparation, liaison, governance and other responsibilities associated with these positions.

Again, the question is not whether every Board should adopt the same model. It is whether the remuneration approach reasonably reflects the responsibilities associated with the role.

Key Finding 6

Expense reimbursement is well established, but we need better information

Twenty responding Boards reported reimbursing Board-member expenses.

Commonly identified expenses included:

- mileage and travel;
- accommodation;
- meals;
- parking;
- conferences;
- training; and
- other approved Board business.

Respondents reported using both municipal and Board policies to govern expense reimbursement.

The results suggest that expense reimbursement has become a well-established feature of OPP Detachment Board operations.

However, the 2026 survey did not go far enough in examining what reimbursement actually means in practice.

For example, the survey did not consistently establish:

- what qualifies as authorized Board business;
- whether prior approval is required;
- applicable mileage or meal rates;
- conference or training limits;
- accommodation criteria;
- treatment of travel time;
- whether other costs necessary to enable participation can be considered; or
- who has authority to approve exceptional expenses.

These questions should be included in future benchmarking.

The next survey should move beyond asking **whether** an expense is reimbursed toward understanding **when, how and under what criteria** reimbursement is provided.

Key Finding 7

Administrative capacity is an important part of the governance story

The survey also provides useful information about how OPP Detachment Boards are supported.

Most responding Boards rely heavily on municipal employees to perform Board administration, either as part of their regular municipal responsibilities or as formally assigned Board responsibilities.

Dedicated Board administration remains relatively uncommon.

At the same time, administrators are supporting a significant range of activities, including agendas, minutes, meeting coordination, records management, financial administration, websites, training coordination, member orientation, policy support, public inquiries and committee support.

The survey asked Boards to estimate the amount of administrative support provided **each month**, as well as the percentage of the administrator's overall workload dedicated to Board administration.

The results demonstrate that many Boards are supporting a broad range of governance and administrative responsibilities through relatively limited allocations of municipal staff capacity.

This is reinforced by the future-support responses.

Twenty-one responding Boards identified administrative support as an area where additional PGO guidance or best practices would be helpful.

Respondents also expressed considerable interest in guidance relating to Chair responsibilities, position descriptions, Board remuneration, governance staffing models and expense reimbursement.

This suggests that remuneration should not be considered in isolation from the broader question of **governance capacity**.

Administrative support is not simply a clerical function. It contributes directly to records management, transparency, continuity, policy development, member support, compliance and the

Board's ability to exercise effective governance.

What Has Changed Since 2024?

The 2024 and 2026 surveys were conducted at different stages in the development of the OPP Detachment Board model and asked different questions.

The 2024 survey captured responses from communities as the new Boards were being established. The 2026 survey captures practices after Boards have gained operating experience.

Direct statistical comparison is therefore limited.

However, some broad patterns can reasonably be observed.

Remuneration remains highly variable

In 2024, communities reported a wide range of remuneration arrangements as they prepared for the new Board structure.

In 2026, remuneration is now well established among responding Boards, but considerable variation remains in both the amounts paid and the models used.

Per-meeting remuneration remains dominant

Flat per-meeting remuneration was common in 2024.

Two years later, per-meeting remuneration remains the most frequently reported approach.

Broader governance work continues to be recognized inconsistently

The 2024 survey identified inconsistencies in how preparation, committee participation and other activities outside formal Board meetings were treated.

The 2026 results suggest that this issue remains.

Some Boards now use broader annual or mixed models that recognize a wider range of governance responsibilities, while others remain primarily meeting-based.

Provincial appointee comparison requires better information

The 2026 survey provides information about which appointment categories respondents currently remunerate, but it does not identify whether provincial appointment positions are filled or vacant.

Future surveys will need to capture appointment status before meaningful conclusions can be drawn about changes in provincial-appointee remuneration practices.

Expense reimbursement is now widely reported

The 2024 survey found remuneration combined with expense reimbursement to be common.

In 2026, expense reimbursement continues to be widely reported.

The next step is to understand the policies and criteria governing those expenses rather than simply whether reimbursement is available.

We now know more about governance capacity

The 2024 survey focused primarily on helping communities establish remuneration practices.

The 2026 survey provides a broader picture by examining administrative support, governance staffing, position descriptions and areas where Boards want additional guidance.

This creates an opportunity to consider remuneration as one component of the larger question of whether Boards have the capacity and infrastructure necessary to govern effectively.

The overall picture

The most significant observation may therefore be relatively simple:

Two years of experience have clarified the work of OPP Detachment Boards, but they have not produced a common approach to valuing or supporting that work.

Using the Results

A conversation with participating municipalities

The CSPA remuneration framework creates an important practical consideration for OPP Detachment Boards.

O. Reg. 135/24 excludes Board-member remuneration from the estimates prepared for the Board's operating expenses. The Board's estimates address the expenses of Board operation other than remuneration of Board members.

That distinction can make remuneration less visible within the Board's normal governance-budget discussion and approval process.

It also means that Boards may need to engage participating municipalities directly when remuneration arrangements no longer reflect the work members are expected to perform.

The survey results can help support that conversation.

Rather than advocating for a particular provincial rate, a Board might ask its participating municipalities to consider:

- the number and duration of meetings;
- preparation required before meetings;
- mandatory and ongoing training;
- committee and working-group responsibilities;
- Chair and Vice-Chair responsibilities;
- community engagement;
- travel requirements;
- conferences and professional development;
- statutory governance responsibilities; and
- the overall time reasonably required to perform the role effectively.

The objective is not necessarily to increase remuneration.

The objective is to ensure that remuneration arrangements are **necessary, adequate, reasonable, proportionate and defensible in relation to the governance work expected.**

A transparency consideration

There is also a broader transparency issue worth considering.

Where Board remuneration is funded or administered separately from the Board's operating budget, the full cost of civilian police governance may not be visible in one place.

Similarly, where municipal council appointees receive no additional Board remuneration because their service is considered part of their existing council compensation, the cost associated with that governance work may sit elsewhere within the municipal structure.

This can make it difficult for the Board, participating municipalities and the public to see the complete resources being invested in police governance.

Boards and participating municipalities may therefore benefit from periodically reviewing remuneration arrangements together and ensuring that:

- the responsibilities being compensated are understood;
- the rationale for the remuneration model is clear;
- comparable governance responsibilities have been considered;
- the arrangement reflects the actual work expected of members; and

- the associated costs are transparent and understood.

The 2026 survey provides Boards with provincial benchmarking information that can help support those local conversations.

Questions for Boards

The survey provides a benchmark, but benchmarking is most useful when it prompts examination rather than imitation.

Boards may wish to ask:

1. **What work are we actually asking our members to perform?**
2. **Does our remuneration model recognize that work, or primarily meeting attendance?**
3. **Are members with comparable governance responsibilities treated appropriately regardless of appointment source?**
4. **Have we considered whether existing council remuneration adequately recognizes OPP Detachment Board responsibilities?**
5. **Do our Chair and Vice-Chair arrangements reflect additional responsibilities?**
6. **Are preparation, training, committee participation and other authorized Board activities appropriately addressed?**
7. **Are expense eligibility and approval requirements clear?**
8. **When was our remuneration approach last reviewed against the actual work of the Board?**
9. **Could our remuneration or reimbursement arrangements create unintended barriers to participation?**

And perhaps the most important:

If we designed our remuneration approach today, knowing what we now know about the work of the Board, would we design it the same way?

Improving the Next Survey

The 2026 survey has also helped PGO identify where future benchmarking should go deeper.

A future survey should distinguish between **filled and vacant appointment positions**, particularly provincial appointments, and determine whether remuneration arrangements exist even where a position is currently vacant.

It should examine more closely how municipalities treat council appointees whose Board responsibilities are considered part of existing council remuneration, including whether this has been formally considered as part of the municipality's remuneration approach.

Future surveys should also collect better information about:

- preparation time;
- committee and working-group participation;
- training and professional development;
- community engagement;
- Chair and Vice-Chair workload;
- travel time;
- the activities eligible for additional remuneration;
- criteria for expense eligibility;
- expense approval requirements and limits;
- frequency of remuneration reviews;
- actual Board-member workload; and
- the relationship between remuneration and administrative/governance capacity.

Future expense-reimbursement questions should also examine the policies and criteria being applied, rather than simply identifying the categories of expenses that may be reimbursed.

Administrative support warrants further examination as well.

Future benchmarking should help determine not simply how much administrative time is allocated to a Board, but what responsibilities are being performed, what proportion of an administrator's overall workload those responsibilities represent, and whether the administrative model provides sufficient capacity to support the Board's governance responsibilities.

Over time, this will allow PGO and its members to move beyond comparing individual rates toward understanding whether remuneration, reimbursement and administrative-support arrangements appropriately support **effective, accessible and sustainable police governance.**

Conclusion

The 2026 survey demonstrates that OPP Detachment Boards have made considerable progress establishing remuneration and expense practices since the new governance structure came into effect.

It also shows that there is no single remuneration model across Ontario, nor should the results be interpreted as suggesting that one rate or model would necessarily be appropriate for every Board.

What the findings do provide is a stronger basis for conversation.

Remuneration is not simply about what someone receives for attending a meeting. It is part of the infrastructure that supports people in carrying out significant public governance responsibilities.

The same is true of expense reimbursement and administrative capacity. Together, these elements affect whether members can participate fully, whether Boards have the support necessary to meet their responsibilities and whether the true resources required for effective governance are understood.

For Boards, the question is therefore not simply:

“What are other Boards paying?”

The more useful question is:

“Does our approach appropriately support the work we expect our members to do?”

Do you have a question? Contact us at communications@policegovernanceontario.ca

OAPSB OPP Detachment Board Renumeration Survey Report

The Ontario Association of Police Service Boards (OAPSB) conducted a survey among its members who are forming the new OPP Detachment Boards under the new Community Safety and Policing Act. The objective was to gather insights and details regarding the past and current practices of board member remuneration. This survey aimed to assist the new boards in determining appropriate remuneration practices by reflecting on historical data and current perspectives from various communities.

Findings Summary

The survey results showed the following trends. For the detailed information, please scroll down to the Survey Results section.

Remuneration for board members in the overall survey revealed that most communities in the past did remunerate all board members regardless of their position. Some boards chose to pay more for a board secretary and chair because of their expanded responsibilities.

The survey also shows that a majority of boards had paid more than $1000 per board member per year. The majority of respondents showed that remuneration was a combination of a rate and expense reimbursement and the criteria for renumeration was a flat rate per board meeting regardless of the amount of time required for preparation or duration of the meeting and that committee work was not always covered as a “meeting”.

Survey Results

The below information is a summary of the raw data and feedback directly from the survey.

Participation

There were 37 participants all from different communities who responded. Those 37 participating communities represented 29 new OPP Detachment Boards.

Current Size of Board

The responses ranged indicating that all of the participants did not understand the question the same way. Some of the responses may have indicated the number of seats their current community has sitting on a new OPP Detachment Board, while others may have indicated how many seats on the OPP Detachment Board were already filled and still others may have just counted the number of seats required on the OPP Detachment Board per O. Reg. 135/24.

The responses included the following:

Current Size	Number of Responses
1	2
3	1
4	2
5	12
6	3
7	6
9	5
10	3
15	3

Remuneration

The OAPSB did want to gather as much detail as possible when it came to previous and current activities with respect to remuneration. There was a lot of thought put into the questions in this section to produce some detail with respect to the topic of *total remuneration*.

In the following parts of this section of the survey, we will summarize not only the total number of responses but the detail inside of those responses to provide some clarity.

The first section had to do with any past practices that allowed different levels of remuneration depending on the responsibilities of elected, committee work or administrative functions for board members.

1. Did your board have different remuneration amounts depending on your position on the board (chair, vice chair, secretary/treasurer, etc.)?

   The total responses split into three areas:

   Yes = 14 No = 22 Unanswered = 1

   Of the Yes responses, participants were asked what the difference in amounts for different positions on the board was. The interpretation in the summary included a lot of variation that the OAPSB may decide to further explore at another time. In some cases, the feedback was a per meeting /per position amount and at others it was the total budget amount.

The answers varied in their responses and are summarized below.

Renumeration per position on the Board
Secretary 300$ per meeting
Board members are paid a monthly honorarium plus authorized per diem plus expenses for approved special projects in accordance with the Board's remuneration and expense policy. Board Exec. Asst. is paid a salary, plus per diem and expenses per the policy and an hourly rate for approved special projects.
Chair -$100/year
Chair $112.50 per meeting and vice chair $93.75 Secretary hourly rate
Chair - $2,000
Chair's salary higher than two other members
Annual wage plus expense reimbursement plus per diem for professional development events
Community & provincial members receive an annual stipend of $4000; Chair receives an additional $1200
Chair was $2000
Chair $5300/year Secretary $4200 Vice same as members
150/per meeting for members and 300/ per meeting for secretary
Remuneration for Chair ($150/mtg) and Provincial Appointee ($100/mtg)
chair $1060. Member $765. Sec-Treas $1060.

2. Similarly, the summary of those who answered that in the past their board members did receive remuneration, were asked to split it into a financial category for the ease of understanding the total board member remuneration. Of those boards who participated in the survey (37) only 32 boards answered the question. The table below shows the results.

$0 per year	$100 or less per year	$101 - $300 per year	$301 - $500 per year	$501 - $1000 per year	$1000 + per year
5	2	3	3	7	13

Provincial Appointees

3. Knowing that the CSPA has been somewhat prescriptive by legislation, stating the Provincial Appointees will be renumerated, the OAPSB thought it important to ask about specific remuneration for Provincial Appointees in the past, and whether there was any difference based on the remuneration for existing Board members. The following table shows the results, and it is important to note that of the 37 boards participating, 6 boards did not answer this question

$0 per year	$100 or less per year	$101 - $300 per year	$301 - $500 per year	$501 - $1000 per year	$1000 + per year
8	4	1	1	7	11

Type of Remuneration

Again, with the aim to understand the nuances in how board members may be remunerated, the OAPSB felt it important to understand the complexity in situations that may determine how Board Members are remunerated. The following number of questions identifies the different situations that may determine the remuneration for board members.

4. Types of Remuneration:

Remuneration plus expenses	24
Remuneration only	9
Expenses only	1

5. Criteria for Remuneration

Flat rate per hour regardless of task (prep time, meetings, committee work, training, conferences) no cap	Flat rate per hour for specific tasks only	Flat rate per meeting only	Flat rate per hour per meeting only	Flat rate per month regardless of task or time committed	Different rates for meeting prep, meeting attendance, training and conferences	Expense reimbursement only	No payment or reimbursement	Assumed as part of compensation for municipal council work
3	0	15	0	8	3	5	2	1

6. How much do they receive?

$0
$3,000 per year paid quarterly less deductions
300$ per annum
Members - $1,500
In 2024, Chair - $3,560/year, Members & Secretary - $2,946/year. Expenses reimbursed, and $200/day per diem for conference/seminar attendance.

1850
Community & provincial members receive an annual stipend of $4000; Chair receives an additional $1200. No additional remuneration for Council appointments.
Chair salary - $3,144 + reimbursement of expenses. Other members salary - $2,350 + reimbursement of expenses.
Council appointee & community appointee meeting under 3 hours 88.09, meeting over 3 hours 146.85, meeting over 5 hours 278.36
2060
$150 per meeting
765
$50 per meeting
Board members receive an honorarium of approximately $5,220.00 per annum plus $100.00 per diem plus expenses for approved work and the Board Exec. Asst. is paid an annual salary of $15,000, plus per diem of $100.00 and expenses per the policy and an hourly rate of $70.00 for approved special projects.
member $150/mtg, chair $175/mtg
$4000.00 annually
0
$75.40 per meeting to a maximum of $754.00 per year.
Payment was based on a per diem ($83.23 in 2023).
$100.00 per year was paid to the provincial appointee only
All PSB members could claim mileage for meetings. Only the provincial rep received $100.00 per year as per the PSA. Council rep was assumed as part of duties and community rep was volunteer.
$3,333/ yr
$1800 Annually
$100 per year remuneration for all members, plus travel expenses plus an out of town meeting per diem for travel outside of our municipality
Travel expenses + $150/day for per diem.
$4200 per year
2000.00
150$ per meeting + expenses when going to a conference
meeting remuneration and any travel expense for conferences or out of town meeting

New OPP Detachment Boards

The OAPSB suspected that some boards may already have moved ahead with determining remuneration so felt it was important to include any remuneration decisions that have already been made by new boards in the survey.

7. Will your board have different remuneration amounts depending on your position on the board (chair, vice chair, secretary/treasurer, etc.)?

Yes	12
No	14
No resp	11

8. If so, what will new Detachment Board position amounts be?

Not sure if there will be different amounts since we have not been reconstituted as a board. This needs to be discussed because the Chair does WAY more than anyone else on the board.
has not been determined
Chair - $2,000
Wage plus expense reimbursement plus daily per diem for professional development attendance (conference, etc.)
The Chair receives an additional $1200.
Chair's salary higher than two other members
$50/mtg and $75/mtg for Chair
Chair $1060. Member $765. Sec-Treas $1060.=
See question 10 above for specific remuneration amounts
TBD
Paid by municipality
We are only paying the Provincial rep. as it is mandated by the Province that we do so. We will not be paying remuneration to the Council and community member for meetings attended, however, we will pay them a meeting per diem along with travel expenses for any time attending meetings out of town.
same as before but tied to cost of living
Same as above
Secretary et maybe the chair
undecided we would like guidance

9. Has remuneration been decided for current OPP Detachment Board?

Yes	15
No	22
No Answer	0

10. If so, what type of remuneration will be covered?

Remuneration plus expenses	20
Remuneration only	3
Expenses only	0

11. For your new board, what will be the criteria for remuneration?

Flat rate per hour regardless of task (prep time, meetings, committee work, training, conferences) no cap	Flat rate per hour for specific tasks only	Flat rate per meeting only	Flat rate per hour per meeting only	Flat rate per month regardless of task or time committed	Different rates for meeting prep, meeting attendance, training and conferences	Expense reimbursement only	No payment or reimbursement	Assumed as part of compensation for municipal council work
2	0	14	0	7	3	4	0	3

12. What is the expected amount of remuneration?

Not determined at this point. it will be a combination of expense reimbursement and an annual amount.
Members - $1,000
Chair - $3,651/year. Members, Admin Support and Municipal Liaisons (CAOs) - $2,947/year. Expenses are reimbursed, and $220/day per diem for professional development such as conferences, etc.
not sure
Haldimand County community & provincial members receive an annual stipend of $4000; Chair receives an additional $1200. No additional remuneration for Haldimand County Council appointments.
Regular and special meetings: Chair - $400 per meeting, all other members - $250 per meeting. Zone meeting - 2 members allowed at $250 per meeting, Conference attendance $100 per day. Expenses reimbursed according to travel expenses policy adopted by detachment board.
nothing decided yet, as meetings changing towns
above - $50/mtg and $75/mtg for Chair
$150 per meeting plus mileage
765

To be determined see question 13
$2000.00 annually
$3,333/ yr
3,500.00
$75 per meeting for the Provincial rep only
The Provincial Appointee and the Community Appointees will receive $2,000 per annum for attendance at meetings, online training (as required), meeting preparation and follow-up. Out of pocket expenses, previously approved by the Board, will be eligible for reimbursement.
has not changed from previous Board
75.00 per meetings for members, chair 112.50, vicechair 93.75
2000.00
150$ per meeting
unsure

Summary of final thoughts of the participants are included below.

- Do not know what, if any remuneration was/is paid to provincial appointee member of the board
- With a flat remuneration it does not provide adequate compensation to those members who are doing more- whether additional meetings, attending OAPSB conference or zone meetings- there is no incentive to do any more than the person getting the same as you- and while none of us are doing this for the money there should be some recognition of those who do go above and beyond- attend all the meetings, get engaged and advocate. Also- the expense reimbursement policies seem to follow those of the municipality in that something very small has to be approved by the board first- there needs to be some policies around what is eligible for board members to submit (eg mileage, meal expenses for meetings, etc). The municipality is the one that decides what the remuneration will be with zero input from the board itself. This culture has to change!
- We currently receive an annual amount (300$) plus reimbursement for expenses. There is no difference in remuneration per board member type. I suspect that we will consider average number of hours per year at a fair rate.
- In CSPA regulation, the two boards for the Essex County OPP do not have different names. We are using "North" for the board covering Tecumseh, Lakeshore and Town of Essex but it is not 'official' in the regulation.
- This is based on past practice and relates to Haldimand County appointments. We understand that it may need to be adjusted. It is our understanding that Mississauga's of the Credit First Nation will be responsible for the remuneration of their members.
- Question 16 - information provided is as per budget approved by detachment board but not yet approved by all municipality in catchment area.
- Not sure how you can ask the questions regarding the new board as boards are unable to meet and make decisions due to no insurance.

- Remuneration has not been set for this Board. Initial talks include Flat rate for meetings. (Time dependent ie. half day or full day) Expense reimbursement for mileage, meals, accommodations. Training and conference attendance. (Time dependent i.e. half day or full day)
- New Board make up not finalized yet and will be in Cochrane instead of Smooth Rock Falls with new board

- Members of Municipal councils should be paid by the local council.

- If answer is blank, I do not know at the moment of this survey Thank you
- The Executive Assistant of the Board will forward our special remuneration policy to Lisa Darling to provide more detail.
- The compensation is a flat rate annually as decided by City Council. Any conferences attended are reimbursed.
- The Chair was our Mayor, so remuneration was covered under Mayor remuneration. Secretary is staff, so no additional remuneration. Expenses for conferences was paid per member.
- Remuneration for the current Board is still to be determined therefore previous questions could not be answered.
- Remuneration, once decided, ought to be consistent across the participating municipalities and first nation communities
- Unsure at this time for remuneration for the Board, TBD when board can meet.
- My first month on the Board, so not certain of exact remuneration... haven't asked for details.
- The new detachment board has not yet met so we not able to give proper details for this survey.
- We are paying the Provincial rep. only as it is mandated by the Province. All other members of the OPP Detachment Board are only receiving a meeting per diem and reimbursement for travel expenses for meetings that take place outside of each member's municipality. Our Council members already receive annual remuneration from their respective municipalities for their time and work spent on various boards and committees.
- Council Appointees will not receive any remuneration for serving on the Detachment Board, as it's assumed to be covered by their Council remuneration.
- The Superior East Detachment Board has not met at this time and no decision has been made on any remuneration. This will be discussed at its first meeting.
- We are fortunate that our Board has not changed except in name only. Compensation will remain the same.
- Members don't get paid for attending zone 4 meetings or conferences only expenses for mileage, meals, parking. No renumeration paid only for open public meetings
- When appointed to Police Services Board Pembroke by Province we were paid $4000. Per year. I considered it my duty to attend quarterly Neighborhood Watch meetings, special BIA meetings, Kids & Cops Fishing Derby and meeting with Detachment Commander as required. I maintain my connections and work with our Service Clubs e.g. Rotary, Kiwanis & Royal Canadian Legion.
- We would like guidance on other board rates.

Conclusion

In summary, the survey conducted by the Ontario Association of Police Service Boards provides a comprehensive overview of the remuneration practices for OPP Detachment Board members, both past and present. The insights gathered will serve as valuable guidance for new boards as they establish fair and effective remuneration policies. By reflecting on the diverse practices and opinions shared by the participating communities, the new OPP Detachment Boards can make informed decisions that uphold the principles of transparency, fairness, and accountability in their governance.

The Corporation of the Township of Minden Hills

Resolutions

Regular Council - 08 Oct 2026

Item 11.1

Date: October 8, 2026 **#:** 2026-368

Moved by Pam Sayne

Seconded by DO

That Council receives correspondence item 11.1 Municipality of South Huron Re: OPP 2027 Policing Costs, as information; and

That Council acknowledges the Province of Ontario's action to limit the 2027 OPP municipal Policing cost increases to no more than 11 percent; and further

That Council supports and concurs, along with many municipalities, that the 11 percent increase in OPP costs is not reasonable or sustainable for a small rural municipality as this level of increase places significant pressure on municipal budgets and local taxpayers, particularly at a time when communities are already facing substantial economic pressures; and further

That Council directs this resolution be circulated to the Premier of Ontario; the Solicitor General; the Minister of Municipal Affairs and Housing; Local MPP; AMO; ROMA; ~~and~~ the Haliburton County OPP ~~Detachment Board~~ Commissioner of OPP and the

☑ Carried ☐ Defeated ☐ Recorded Vote

Recorded Vote:

	For	Against	Absent
Mayor Bob Carter			
Deputy Mayor Lisa Schell			
Councillor Tammy McKelvey			
Councillor Ivan Ingram			
Councillor Shirley Johannessen			
Councillor Pam Sayne			
Councillor Bob Sisson			

Mayor Bob Carter

www.springwater.ca
2231 Nursery Road
Minesing, Ontario
L9X 1A8 Canada

October 14, 2026

Sent via email: premier@ontario.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

RE: Huronia West OPP Resolution regarding Traffic Calming and Speed Mitigation Techniques

Please be advised at its Regular Meeting September 2, 2026, Council of the Township of Springwater passed the following resolution:

Resolution C419-2026
Moved by: Councillor Alexander
Seconded by: Councillor Moore

That the Huronia West OPP Resolution regarding Traffic Calming and Speed Mitigation Techniques be received as information; and,

That Council hereby supports the resolution to advocate that the province expand its stated interest and financial commitment to include all municipalities in Ontario, adopting a province-wide approach to public safety and thereby ensuring the well-being of all Ontarians; and,

That a copy of this resolution be sent to Premier Doug Ford, the Minister of Transportation, the Minister of Finance, MPP Brian Saunderson, the Association of Municipalities of Ontario, the Rural Ontario Municipal Association, all Ontario Police Service Boards and all Ontario Municipalities.
Carried

The Huronia West OPP Resolution has been enclosed for your review.

Thank you for your attention to this matter.

Kindly,

Phone: 705-728-4784
Ext. 2304
Clerk's Department
Fax: 705-728-6957

www.springwater.ca
2231 Nursery Road
Minesing, Ontario
L9X 1A8 Canada

Renée Ainsworth
Acting Chief Administrative Officer/Clerk and Director of Corporate Services
renee.ainsworth@springwater.ca

Encl.

cc. Hon. Prabmeet Singh Sarkaria, Minister of Transportation, prabmeet.sarkaria@pc.ola.org
Hon. Peter Bethenfalvy, Minister of Finance, peter.bethlenfalvy@pc.ola.org
Brian Saunderson, MPP Simcoe-Grey, brian.saunderson@pc.ola.org
Association of Municipalities of Ontario, resolutions@amo.on.ca
Rural Ontario Municipal Association, roma@roma.on.ca
All Ontario Police Service Boards
All Ontario Municipalities

HURONIA WEST OPP DETACHMENT BOARD
CONSEIL DU DÉTACHEMENT DE HURONIE-OUEST
DE LA POLICE PROVINCIALE

HURONIA WEST OPP DETACHMENT
DÉTACHEMENT DE HURONIE-OUEST DE LA POLICE PROVINCIALE

July 7, 2026

Township of Clearview
217 Gideon Street
Stayner, ON

Sent by Email:
clerks@clearview.ca

Township of Wasaga Beach
30 Lewis Street
Wasaga Beach, ON

Sent by Email:
clerk@wasagabeach.com

Township of Springwater
2231 Nursery Road
Minesing, ON

Sent by Email:
clerks@springwater.ca

RE: Huronia West O.P.P. Detachment Board Resolution – Traffic Calming & Speeding Mitigation Techniques

Please be advised that at its meeting held on July 7, 2026, Huronia West O.P.P. Detachment Board passed the following resolution regarding traffic calming & speed mitigation techniques:

Moved by Doug Measures, Seconded by Sasha-Rose Dileo, Whereas history demonstrates that speeding and public safety concerns are increasing across Ontario;

Whereas the Provincial government has shown interest and allocated financial resources to certain municipalities to implement alternative measures to photo radar, reaffirming its ongoing commitment to addressing public safety issues;

Whereas the commitment currently applies only to municipalities utilizing photo radar as a deterrent;

And Whereas such funding support would assist municipalities with limited financial resources in protecting their citizens - especially seniors and school-aged children;

Now Therefore, Be It Resolved that the Huronia West O.P.P. Detachment Board respectfully request that Council for the Township of Clearview, Town of Wasaga Beach and Township of Springwater advocate that the province expand its stated interest and financial commitment to include all municipalities in Ontario, adopting a province-wide approach to public safety and thereby ensuring the well-being of all Ontarians;

And That should the aforementioned Councils support this resolution, this resolution will be sent to the following:

- Premier Doug Ford
- Minister of Transportation
- Minister of Finance
- MPP Brian Saunderson
- AMO
- ROMA
- All Ontario Police Service Board
- And all 444 Municipalities in Ontario

Motion Carried.

If you have any questions regarding the above, please do not hesitate to contact the undersigned.

Sincerely,

[redacted]
Brian Smith, Chair

[redacted]
Emma Coleman, Board Administrator/Clearview Township
Deputy Clerk