

# Haliburton County Police Detachment Board

Tuesday, October 29, 2024

1:00 PM

County Council Chambers

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1. **Inaugural Meeting of the Haliburton County Police Detachment Board**
2. **Call to Order**
3. 2.1. Land Acknowledgement  
[Haliburton County land acknowledgment](#)
4. 2.2. Declaration of Office and Confirmation of Eligibility  
[Declaration of Oath and Confirmation of Eligibility](#)
3. **Disclosures of Conflict of Interest and/or Pecuniary Disclosure and General Nature Thereof**
4. **Election of Chair and Vice-Chair**
- 4.1. Election of Chair
- 4.2. Election of Vice-Chair
5. **Approval of Agenda**
6. **Approval of the Minutes from Previous Meeting**
7. **Presentations/Delegations**
8. **Items of Business**
- 5 - 9. 8.1. Draft Review of the Haliburton County OPP Detachment Board Terms of Reference  
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- 10 - 34. 8.2. Draft Review of the Haliburton County OPP Detachment Board Procedural By-law

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- 35 - 37      8.3. Code of Conduct for Haliburton County OPP Detachment Board Members  
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**9. Reports**

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**11. Communication and Correspondence for Information**

**12. Closed Session**

**13. Notice of Motion**

**14. Upcoming Meetings**

**15. Adjournment**



**Haliburton County 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, which are Curve Lake, Rama, Hiawatha, Alderville, Scugog Island, Beausoleil and Georgina Island 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.

**Haliburton County OPP Detachment Board**

**Declaration of Oath & Confirmation**

*Oath:*

I, [NAME], solemnly swear affirm that I will uphold the Constitution of Canada, which recognizes and affirms Aboriginal and treaty rights of Indigenous peoples, and that I will, to the best of my ability, discharge my duties as a member of the Haliburton County OPP Detachment Board faithfully, impartially and according to the *Community Safety and Policing Act, 2019*, any other Act, and any regulation, rule or by-law.

So help me God.

*Confirmation:*

I can confirm with certainty that I have completed the mandatory training required under the *Community Safety and Policing Act, 2019*, and that I am unaware of any reason why I would be ineligible to sit as a voting member of the Haliburton County OPP Detachment Board.



**Haliburton County OPP Detachment Board  
Terms of Reference**

**A. Purpose**

While it is the legislative mandate of the OPP Detachment Board to work with the Detachment Commander to make decisions where appropriate and submit information to the Municipal Councils in other matters in accordance with the Community Safety and Policing Act (CSPA), the purpose of the OPP Detachment Board is to:

1. comply with the prescribed standards, if any, with respect to the exercise of its powers and the performance of its duties under the Act;
2. make decisions on matters within their jurisdiction and provide advice and information to Municipal Councils on specialized matters as outlined in the Act;
3. facilitate public input on programs and ideas when appropriate and approved by the OPP Detachment Board to ensure the work of the Board is representative of the communities it serves;
4. make decisions in enhancing the quality of life and ensuring the safety and security of all persons and property in the community, in keeping with the Minister's Strategic Plan and the OPP Detachment Board strategic plan or the annual objectives and principles as established by the OPP Detachment Board; and
5. conduct itself in keeping with the prescribed Code of Conduct under the CSPA (Section 35(6)) and in keeping with the OPP Detachment Board's Procedural By-law.

**B. Roles and Responsibilities**

Per Section 68 (1) of the Community Safety and Policing Act, the OPP Detachment Board's roles shall include:

- a. consulting with the Commissioner regarding the selection of a detachment commander and otherwise participate in accordance with the regulations in the selection of the detachment commander;
- b. determining objectives and priorities for the detachment, not inconsistent with the strategic plan prepared by the Minister, after consultation with the detachment commander or his or her designate;
- c. advising the detachment commander with respect to policing provided by the detachment;
- d. monitoring the performance of the detachment commander;
- e. reviewing the reports of the detachment commander regarding policing provided by the detachment; and
- f. on or before June 30 in each year, providing an annual report to the municipalities regarding the policing provided by the detachment in their municipalities.

**C. Authority**

1. Authority delegation is restricted to the scope described in Section 42 of the CSPA.

2. The OPP Detachment Board members shall:

- a. ensure that all outgoing communications are in accordance with the OPP Detachment Board's policies;
- b. not communicate externally on behalf of the OPP Detachment Board except as authorized by the OPP Detachment Board;
- c. not post independently to social media but rather social media postings shall be forwarded to the OPP Detachment Board Recording Secretary for distribution which may be shared by the OPP Detachment Board members;
- d. not authorize any expenditures outside the OPP Detachment Board's approved budget unless authorized by each of the Municipal Councils of the OPP policed communities comprised by the Board;
- e. have the authority to undertake special projects, or research matters that arise and that are within the scope of these Terms of Reference. The responsibility for these assignments remains with the OPP Detachment Board or designate.

**D. Reports To**

The OPP Detachment Board reports to the respective Municipal Councils comprising the OPP Detachment Board as required in accordance with the CSPA.

**E. Composition**

1. Unless otherwise determined by Provincial Legislation, membership shall be comprised of five (5) Council representatives, one (1) community representative, and one (1) provincial representative.

**1. Qualifications of the Community Representatives**

To qualify for the Community Representative on the OPP Detachment Board, applicants must be eligible to vote in the respective municipality they are appointed from.

Community Representatives shall not be an employee of their respective municipality.

Preference will be given to persons demonstrating knowledge or experience specific to the subject Committee / Board.

**2. Appointments to the OPP Detachment Board**

- i. Appointments to the OPP Detachment Board shall be made in accordance with the provisions of Section 33 of the Act.
- ii. Council Appointments to the OPP Detachment Board shall be made by the respective municipal Council; one (1) per municipality.

- iii. Community Appointments to the OPP Detachment Board shall be made by the municipal Council. In considering Community Appointments, preference should be given to persons demonstrating knowledge or experience in one (1) or more of the following areas:
  - a. Finance
  - b. Social Services
  - c. Education
  - d. Governance
  - e. Legal
  - f. Health Care
  - g. Mental Health
- iv. Provincial Appointments to the OPP Detachment Board shall be made by the Provincial Government.

**3. Term of Membership**

The Term of office for Council and Community Appointees on the OPP Detachment Board shall be concurrent with the term of Council.

The Term of office for Provincial Appointees on the OPP Detachment Board shall be as determined by the Provincial Government.

**4. Absence**

Any Community Representative who is absent from three (3) consecutive regular meetings without leave of absence or without satisfactory reason shall forthwith cease to be a member and the Reporting Secretary shall advise the Clerk of the respective municipality so that the vacancy may be filled.

**5. Review**

The composition of the OPP Detachment Board shall be reviewed once within each term of the Board.

**2. Resignation of Representatives:**

- a. Any Council or Community Representatives wishing to resign shall provide their resignation in writing to the Chair (or Vice-Chair if the Chair is resigning) with a copy to the Reporting Secretary and shall notify the Clerk of their respective municipality so that a replacement may be appointed.
- b. Any Provincial Representative wishing to resign shall provide their resignation in writing to the Chair with a copy to the Reporting Secretary and shall notify the Provincial Appointments Secretariat so that a replacement may be appointed.

**3. Filling Vacancies:**

- a. Vacancies of Council and Community Representatives shall be filled at the discretion of the respective Municipal Council and within three (3) months of the vacancy occurring.
- b. Vacancies of Provincial Representatives shall be filled at the discretion of the Province.

**4. Responsible Party:**

The Reporting Secretary appointed by the OPP Detachment Board shall be responsible for all actions and financial undertakings of the OPP Detachment Board unless delegated otherwise by the OPP Detachment Board in accordance with Section 42 of the CSPA.

**5. Structure:**

a. Chair and Vice-Chair

In accordance with Section 36(1) of the CSPA, the Chair and Vice-Chair shall be elected annually at the first meeting of each year by a vote of the majority of the OPP Detachment Board members.

In the absence of the Chair at a meeting, the Vice-Chair shall Chair the meeting. In the absence of both the Chair and Vice-Chair at a meeting, an Acting Chair shall be elected at the beginning of the meeting for the duration of that meeting.

b. Support Resources

- i) The OPP Detachment Board shall determine the support resources it requires to assist them with fulfilling their roles.
- ii) Recording Secretary: The Recording Secretary shall be the Community Safety and Well-Being Coordinator and shall act as the Recording Secretary for the Board's meetings.

**6. Procedures**

- 1. All applicable Federal, Provincial and Municipal legislation and regulations shall be adhered to. This includes, but is not limited to:
  - i) The CSPA and its regulations
  - ii) Code of Conduct Regulation
  - iii) The OPP Detachment Board's
    - a. Accountability and Transparency Policy
    - b. Procedural By-law
    - c. Procurement By-law;
    - d. Terms of Reference; and
  - iv) The OPP Detachment Board shall review its documents identified in 1.iii) once every term in the last year of the term and amend them as necessary.

- v) Any changes to the Terms of Reference require majority approval of the respective Municipal Councils.
- 2. The OPP Detachment Board shall meet monthly on the third Wednesday of each month except for the months of July and December, unless otherwise determined by the OPP Detachment Board and shall publish its annual meeting schedule on the Detachment Board's website. Meetings shall be held in the Council Chambers at the County of Haliburton building, 11 Newcastle Street, Minden Hills. The schedule shall include at least four (4) regular meetings per year with allowances for summer and Christmas breaks.
- 3. Unless excluded by legislation, all OPP Detachment Board members eligible to vote, including the Chair, shall vote.

The OPP Detachment Board may solicit, document and consider public input where appropriate.

The agenda shall be distributed and posted at least seven (7) days before the OPP Detachment Board meetings on the County of Haliburton's website.

The approved minutes, signed by the Chair and Recording Secretary, shall be provided to the Clerk of the County of Haliburton for official record keeping. With respect to the last meeting prior to an election, the minutes shall be approved per Detachment Board's Procedural By-law.

**G. Financial**

- 1. Board's annual budget shall be approved by each of the Municipal Councils of the OPP policed communities comprised by the Board in accordance with Section 71(2) of the CSPA.
- 2. The Recording Secretary shall present a year-end financial report to the OPP Detachment Board, which once approved by the Board, shall be forwarded to each of the Municipal Councils of the OPP policed communities comprised by the Board.
- 4.

**H. Quorum**

Greater than 50% of the OPP Detachment Board members eligible to vote and not excluded by legislation shall constitute quorum.

**Haliburton County OPP Detachment Board  
Procedural By-law**

A by-law of the Haliburton County OPP Detachment Board to establish the rules governing the order and proceedings of the board and any committees established by the board.

Whereas, Section 46 (1) of the *Community Safety and Policing Act, 2019* provides that subject to the regulations made by the Minister, if any, a police service board shall establish its own rules and procedures in performing its duties under this Act and the regulations; and

Whereas, Section 67 (6) of the *Community Safety and Policing Act, 2019* states that the following provision apply to OPP detachment boards, with necessary modifications, as if they were police service boards and include 8. Section 46 (Rules and procedures); and

Whereas, the Haliburton County OPP Detachment Board deems it advisable to enact a by-law to govern the proceedings of the Board and the calling of Meetings and to provide for procedures and statutory requirements in accordance with the Act;

Now therefore the Haliburton County OPP Detachment Board enacts as follows:

**1. Definitions**

In this By-law:

**“Abstain”** shall mean a Member who is lawfully entitled to vote and who is present at a meeting but chooses not to exercise their right to vote on a matter. This does not include where a Member is absent or is not participating due to a declared conflict of interest.

**“Act”** shall mean the *Community Safety and Policing Act, 2019*, as amended or replaced from time to time.

**“Acting Chair”** shall mean any Member of the Board who is responsible for chairing a meeting if the regular Chair is absent or otherwise unavailable. The procedure for selecting an Acting Chair is in Schedule A of this By-law.

**“Agenda”** shall mean the written and published order of proceedings for a meeting, setting out the business to be considered at the meeting.

**“Advisory Committee”** shall mean a Committee created by the Board to report to the Board on a specific matter on an ongoing basis.

**“Board”** shall mean the Haliburton County OPP Detachment Board.

**“By-law”** shall mean a local law that has been enacted by the Board in order to exercise a power provided by legislation.

**“Chair”** shall mean the Member who presides at the Board or Committee meeting.

**“Closed Session”** shall mean a meeting or part of a meeting that is closed to the public in accordance with Section 44 of the Act.

**“Communications”** shall mean a section of the regular Board Agenda that lists informative communications for the Board to be aware of.

**“Confirmatory By-law”** means a by-law passed at the conclusion of Board Meetings, confirming the actions of the Board taken at that meeting and any previous Meetings which did not have a confirmatory by-law, in respect of each Motion and other actions taken, so that every decision of the Board at that meeting shall have the same force and effect as if each and every one of them had been the subject-matter of a separately enacted by-law.

**“Conflict of Interest”** shall mean a pecuniary interest as defined in Ontario Regulation 409/23 Code of Conduct for OPP Detachment Board Members.

**“Defer”** shall mean to delay the consideration of a matter, generally until a specific time or event.

**“Delegate”** shall mean any person, group of persons, firm or organization who is neither a Member of the Board, a Committee, or an appointed official of the Board and who is addressing the Board in real time, either in person or electronically.

**“Electronic Participation”** or **“Virtual Participation”** shall mean a Member of the Board who participates remotely in any open or closed Board or Committee meeting via electronic means whereby the Member is able to fully participate in the meeting despite not being physically present. The Member(s) participating electronically shall have the same rights and responsibilities as if they were in physical attendance, including the right to vote, and shall be included as being present in determining Quorum.

**“Emergency Meeting”** shall mean a meeting of the Board called without notice to address the circumstances of an Emergency.

**“Majority Vote”** shall mean a vote where over half of the Members present, and eligible to participate vote in the same manner.

**“Meeting”** shall mean any regular, Special, or Emergency Meetings of the Board or Committee, where Quorum is present in person and/or virtually and Members discuss or otherwise deal with any matter in a way that materially advances the business or decision making.

**“Meeting Recess”** shall mean the period of time each year when no Board or other Meetings are scheduled. A Meeting recess shall normally occur during the months of July and December. This does not prevent the calling of a Special or Emergency meeting.

**“Member”** shall mean, according to the circumstances, a Member of the Board, including a Member of a Committee, including the Chair.

**“Motion”** shall mean a verbal recommendation moved by a Member during a meeting, and seconded by another Member, that resolves and effects a decision.

**“Notice of Motion”** shall mean written notice from a Member provided in advance of a meeting to the Recording Secretary, advising the Board that the Motion described therein shall be brought forward to the next Board meeting unless otherwise specified.

**“Point of Order”** shall mean a Motion introduced by a Member with the view to calling attention to any departure from this by-law or in the practiced conduct during a meeting.

**“Point of Privilege”** shall mean a Motion introduced by a Member who is concerned that a matter affects the credibility, reputation, integrity, or dignity of a Member individually or as a group of Members.

**“Point of Procedure”** shall mean a Motion introduced to obtain information on a matter of procedure where the rules of this by-law bearing on the business at hand in order to assist a Member to make an appropriate Motion or understand the parliamentary situation or the effect of a Motion.

**“Presentation”** shall mean the occurrence when staff, an individual or group have been invited to present information to the Board or a Committee. This shall include ceremonial presentations to or from the Board, or presentations made by staff and/or by consultants retained by the Board or by another level of government.

**“Quorum”** shall mean a majority (more than half) of the whole number of Members of the Board or a Committee except where a Member has or Members have declared a pecuniary interest pursuant to Ontario Regulation 409/23, the Quorum may be less than half plus one of the whole number of Members but shall not be less than two. Members attending virtually shall count towards Quorum.

**“Recorded Vote”** shall mean documenting in the minutes of a Board meeting the name of each Member and the Members’ vote on a matter or question.

**“Recording Secretary”** shall mean the recording secretary or designate duly appointed by the Board.

**“Registered Delegate”** shall mean an individual who has submitted a request for delegation to the Recording Secretary within the prescribed timelines to address the Board in relation to a matter appearing on a specific Agenda. Delegates may participate in person or remotely but shall participate in real time and pre-recorded submissions shall not be accepted. Delegates are not registered until the Recording Secretary has confirmed their registration.



**“Refer”** shall mean to send a matter currently under consideration by the Board or Committee to an individual, department, an advisory Committee, or Council for further consideration and/or action.

**“Special Meeting”** shall mean a meeting of the Board that is in addition to what has been published on the annual meeting schedule. Special Meetings shall be focused on one or more particular and specific items or subjects.

**“Two-thirds Vote”** shall mean a vote where at least two-thirds of the Members present and eligible to vote, vote in the same manner.

## **2. Principles and Rules**

### **2.1 General Principles**

2.1.1. Each Member has the right to:

- a) One vote per Motion, subject to the declaration of pecuniary interest.
- b) Information to help make decisions, unless otherwise prevented by law.
- c) Efficient Meetings.
- d) To be treated with respect and courtesy.

### **2.2 General Rules**

2.2.1. The Board and all Committees created by the Board shall observe the rules of procedure contained in this By-law in all Meetings.

2.2.2. This By-law shall be used to guide the order and dispatch of business of the Board or any Committee Meetings wherever possible.

2.2.3. Modifications may be necessary for advisory Committees unless otherwise provided.

2.2.4. All Meetings shall be open to the public.

2.2.5. Notwithstanding the above, a meeting or part of a meeting may be closed to the public in accordance with Section 44 of the Act.

2.2.6. No item shall be placed on an Agenda with respect to a matter which is not within the jurisdiction of the Board or Committee. The Chair, in consultation with the Recording Secretary shall determine if a matter is within the jurisdiction of the Board or Committee.

2.2.7. In the event of conflict between the provisions of this by-law and the Act, or any other legislation, the provisions of the legislation shall prevail.

2.2.8. Subject to the right of appeal by a Member, the Chair shall be responsible to interpret the rules of procedure established by this by-law with the assistance and advice of the Recording Secretary.

2.2.9. The Recording Secretary or designate shall be the secretary of Board or Committee Meetings and shall be in attendance at all Meetings either in person or virtually.

2.2.10. Where procedural matters of the Board or Committee are not provided for in this by-law, and are not governed by the Act, or any other legislation, Robert's Rules of Order shall apply.

2.2.11. Information which is to be distributed shall be supplied to the Recording Secretary for examination and potential distribution.

### **2.3. Suspension of Rules**

2.3.1. No provision of this by-law shall be suspended except by a two-thirds vote in the affirmative.

2.3.2. A suspension of the rules shall only apply to the specific procedure(s) or rule(s) which are stated within the Motion to suspend and only during the meeting in which such Motion was introduced.

2.3.3. No other business shall take place during a Special Meeting other than what is identified on the published Agenda.

2.3.4. Quorum requirements shall not be suspended.

### **2.4. Public Notice**

2.4.1. Public notice shall include the following information regarding each meeting:

- a) Date
- b) Time
- c) Location
- d) Methods of participation (electronic or in person)

2.4.2. The Recording Secretary shall give public notice of all regular open and closed Board or Committee Meetings by posting the Agendas on the designated Municipal websites seven (7) days prior to the meeting.

2.4.3. The Recording Secretary shall give public notice of Special Meetings of the Board or Committee by posting the Agenda(s) on the designated Municipal websites as soon as possible after the meeting is called and no later than 48 hours prior to the meeting.

2.4.4. The Recording Secretary shall give public notice for Emergency Meetings of the Board or Committee by posting the Agenda on the designated Municipal websites as soon as possible after the meeting is called, or prior to the meeting if possible.

2.4.5. Board and Committee Meetings may be cancelled in consultation with the Chair and Recording Secretary if insufficient business shall be before the Board or Committee. Notice of cancellation should be posted as soon as possible on the designated Municipal website.

2.4.6. Board or Committee Meetings may be cancelled or postponed due to inclement weather, other similar occurrences, or Emergency situations. The Chair may direct the Recording Secretary to postpone a meeting by contacting all Members if possible. Generally, Meetings shall be postponed by 8:00 p.m. on the day prior to a meeting and notice of any cancellations shall be posted on the designed Municipal website as soon as possible.

### **2.5. Annual Meeting Schedule**

2.5.1. The annual meeting schedule shall outline the dates of regular Board and Committee Meetings as well as professional development days.

2.5.2. Regular Board Meetings shall generally take place once a month on the third Wednesday of the month, with the exception of the meeting recess.

2.5.3. Special and Emergency Meetings may be called at any time including during the Meeting Recess.

2.5.4. Any Board or Committee meeting that takes place outside of the annual meeting schedule shall be deemed to be a Special or Emergency Meeting.

2.5.5. Rescheduled Meetings shall not be considered Special Meetings.

2.5.6. The Recording Secretary shall prepare an annual meeting schedule for the Board's consideration and approval by November 1 of each year, for the subsequent year.

## **3. Roles and Responsibilities**

### **3.1. Assignment of Role**

3.1.1. The Chair shall Chair Board Meetings unless by reason of absence, refusal, or is otherwise unable to do so.

3.1.2. In the absence of the Chair, the process laid out in Schedule A of this By-law shall be followed.

3.1.3. A Committee Chair shall be appointed for a period of one year.

3.1.4. The determination of the first Committee Chair shall be determined by the members at the first meeting of the Committee and at the annual anniversary thereafter.

3.1.5. All Members of the Board, with the exception of the Board Chair, shall be eligible to serve as Committee Chair.

3.1.6. If necessary, the length of each term of Chair may be adjusted.

### **3.2. Responsibilities of the Chair**

3.2.1. It shall be the responsibility of the Chair to:

- a) Review and understand the Agenda in consultation with the Recording Secretary.
- b) Provide direction when required regarding meeting conduct and procedures with assistance from the Recording Secretary.
- c) Represent Board initiatives and decisions to the public, where appropriate.
- d) Open the meeting by calling the meeting to order at the appointed time.
- e) Ensure that Quorum is established and maintained throughout the meeting.
- f) Announce the business in the order in which it is to be considered.
- g) Manage the discussions in such a manner that all questions and comments are directed through the Chair.
- h) Receive and submit, in the proper manner, all Motions which are to be read aloud.
- i) Put to a vote all Motions which are moved and seconded when necessary and to announce the result of each vote.
- j) Decline to put to a vote any Motion which infringes upon the rules of this by-law or the Act.
- k) Provide order and decorum.
- l) Vote on all Motions.
- m) Ensure that Members, Recording Secretary and attendees adhere to the rules of this By-Law.
- n) Undertake all matters required to ensure that the meeting proceeds in an orderly and efficient manner
- o) Authenticate By-laws and minutes by signature when required.
- p) Adjourn the meeting when business is concluded or at the designated time.
- q) Be a political liaison with other Board and Committee Members.
- r) Approve the Recording Secretary's time sheet for payroll purposes.
- s) Be the spokesperson on behalf of the Board.

3.2.2. Maintain an appearance of impartiality on all matters. The Chair may answer questions or comment in a general way.

3.2.3. If the Chair wishes to participate in debate, make a Motion, speak to a Motion under consideration, or leave the Chair for any other reason, the Chair shall first delegate their duties to a Member of the Board or Committee in accordance with the provisions of this By-law.

3.2.4. The Chair shall not resume the position of Chair until they are finished debating the matter. Only then shall the Chair resume the position of Chair from the Acting Chair.

**4. Rules of Conduct for Members, Staff and Attendees at the Meetings**

**4.1. Rules Specific to Members**

4.1.1. Members shall give notice to the Recording Secretary and the Chair at least 24 hours in advance of the meeting if they plan to attend the meeting virtually. Meeting attendance shall generally be in person unless due to extenuating circumstances, the members are unable to attend in person.

4.1.2. When two or more Members wish to speak, the Chair shall name the Member who is to speak first.

4.1.3. When a Member is recognized by the Chair, the Member shall confine their remarks to the Motion under consideration.

4.1.4. When a Motion is under debate, a Member may ask a question through the Chair of another Member, Recording Secretary or other.

4.1.5. Members shall not interrupt another Member who is speaking, except to raise a Point of Order or Point of Privilege.

4.1.6. Any Member may require the Motion under debate to be read at any time during the debate, but in doing so, shall not interrupt a Member who is speaking.

4.1.7. All Members, Recording Secretary and delegations shall address their questions and comments through the Chair.

4.1.8. Members shall not rise from their seats or make any noise or disturbance while a vote is being taken.

4.1.9. No Member shall permanently leave the meeting without first advising the Chair or the Recording Secretary.

4.1.10. Members shall not make detrimental comments, or speak ill, or malign the integrity of the Recording Secretary, the public, Chair or other Members of the Board or its Committees.

4.1.11. Members shall not enter into debate or discussion with delegates. Members may ask, through the Chair, for points of clarification from delegates.

**4.2. Rules Specific to Presenters, Delegates and Attendees.**

4.2.1. An attendee shall not participate in a meeting unless they have received confirmation from the Recording Secretary that they have been registered as a delegate or presenter.

4.2.2. Attendees seeking to be a delegate who have not received confirmation from the Recording Secretary are subject to consideration of the Board or Committee. The attendee shall only be permitted to speak if their request is supported by a two thirds vote in the affirmative.

4.2.3. Delegates shall not at any time question the personal or professional integrity of the Board or the Recording Secretary.

4.2.4. No person, except for Members of the Board and the Recording Secretary shall be permitted to come within or behind the Board Members' seating during a meeting without the permission of the Board.

4.2.5. No person shall display signs or distribute information.

### **4.3. Rules for All in Attendance**

4.3.1 No person shall:

- a) Bring food into the meeting room unless authorized.
- b) Engage in any activity, conduct or behaviour or make any audible noise that could disturb deliberations.
- c) Use profane or offensive words or insulting expressions.

4.3.2 Members are to mute devices for the duration of all Meetings.

### **4.4. Breach of Conduct**

4.4.1. In the event that a Member or attendee persists in a breach of this By-law, after having been called to order by the Chair, the Chair shall without debate call the question "Shall the Member (or attendee) be ordered to leave the meeting?".

4.4.2. If the majority of Members present vote in the affirmative, the Chair shall order the Member or attendee to leave the room, or have the person removed from the virtual meeting, for the duration of the meeting.

4.4.3. If the person refuses to leave, the Chair shall direct the Recording Secretary to seek appropriate assistance from the OPP to have the person removed and the Board or Committee shall leave the meeting room until the OPP arrives.

## **5. Board and Committee Meetings**

### **5.1. Inaugural meeting of the Board**

5.1.1. The Inaugural meeting of the Board shall be conducted in accordance with the Act, and shall include the Declaration of Office/Oath of all members of the Board, and the appointment of Chair and Vice Chair.

**5.2. Board Meetings**

5.2.1. Locations of the Board Meetings will be identified on the Agendas.

5.2.2. Regular meeting dates shall be identified in the annual meeting schedule.

5.2.3. The start time for Board Meetings shall be 1 p.m.

**5.3. Committees**

5.3.1. The Board shall determine if it requires Committees in order to conduct its business. If Committee(s) are established, Meeting location will be identified on the Agenda and/or by virtual video conference.

5.3.2. Regular Meeting dates for any established Committee(s) shall be identified in the annual meeting schedule.

5.3.3. No decision to take any action or do anything other than matters administrative in nature shall be recognized as emanating from a Committee, and all affirmative Committee recommendations shall be referred to the next regularly scheduled Board meeting for consideration or as otherwise determined by the Board.

**5.4. Special Meetings**

5.4.1. The Chair may at any time call a Special Meeting of the Board.

5.4.2. A Committee Chair may at any time call a Special Meeting of a Committee.

5.4.3. A Special Meeting of either the Board or a Committee may be called by the Recording Secretary once a Motion to do so has been adopted by the majority of Members at the meeting, or upon receiving a petition from a majority of Members of the Board or Committee.

5.4.4. A Motion or petition to hold a Special Meeting shall clearly state the purpose, date, and time of the Special Meeting. The petition shall be delivered to the Recording Secretary.

5.4.5. The only business to be dealt with at a Special Meeting shall be that which is stated on the Agenda of the meeting.

5.4.6. A minimum of forty-eight (48) hours' notice shall be provided for all Special Meetings. This shall be achieved by posting the Agenda on the designated Municipal websites and by emailing the notice to the Members.

**5.5. Emergency Meetings**

5.5.1. The Chair may call an Emergency Board or Committee meeting at any time without providing forty-eight (48) hours' notice. The Recording Secretary shall make best attempts to advise all Members immediately upon being notified of the intention to hold an Emergency meeting.

**6. Advisory Committees**

**6.1. Appointments to Committees**

6.1.1. Board Members shall be appointed to the various Committees, and external organizations by Motion, unless a by-law is required by an Act or Regulation.

6.1.2. Advisory Committee Members shall be appointed to the end of the term of the Board in which they are appointed, unless otherwise determined by the Board, the Act or Regulation.

**7. Order of Business and General Rules**

**7.1. Format of Agendas**

7.1.1. If an item on a regular Board or Committee Agenda does not have any associated content, that item heading may be omitted from the Agenda for that meeting. The numbering of items shall be adjusted as needed in this circumstance.

**7.2. Board Agendas**

7.2.1. Board Agendas shall generally be prepared as follows:

1. Call to Order
2. Land Acknowledgement
3. Declaration of Pecuniary Interest and General Nature Thereof
4. Approval of the Minutes
5. Delegations/Presentations
6. Items of Business
7. Reports
8. Communication and correspondence
9. Closed Session
10. Motion In Which Notice Has Previously Been Given
11. Notice of Motion



- 12. By-Laws
- 13. Adjournment

**7.3. Committee Agendas**

7.3.1. Committee Agendas shall generally be prepared as follows:

- 1. Call to Order
- 2. Land Acknowledgement
- 3. Declaration of Pecuniary Interest and General Nature Thereof
- 4. Approval of the Minutes
- 5. Items of Business
- 6. Reports
- 7. Adjournment

**7.4. Special and Emergency Agendas**

7.4.1. Special and Emergency Agendas shall generally be prepared as follows:

- 1. Call to Order
- 2. Land Acknowledgement
- 3. Declaration of Pecuniary Interest and General Nature Thereof
- 5. Items of Business
- 6. Closed Session
- 7. Adjournment

**7.5. Agenda Items – General Rules**

7.5.1. The Recording Secretary shall determine the appropriate meeting at which items of business shall be considered in accordance with this By-law.

7.5.2. The Recording Secretary or their designate shall attend Board and Committee Meetings (both open and Closed Session) unless otherwise excluded.

7.5.3. All meeting materials shall be distributed through and by the Recording Secretary or their designate.

**7.6. Approval of the Agenda**

7.6.1. After the Agenda has been posted, substantive amendments (additions or deletions) shall require a vote of at least two-thirds in the affirmative of the amending

Motion. Clerical changes may be made at the discretion of the Recording Secretary.

7.6.2. Amendments to the Agenda are to be made by Motion. Additions shall only be made to an Agenda if the matter is of a timely nature.

7.6.3. Amendments to the Agenda may be initiated by either Members of the Board or the Recording Secretary.

7.6.4. The Chair may change the order in which business on the Agenda is dealt with through unanimous consent of the Members participating in the meeting. This action does not require a formal Motion.

**7.7. Call to Order**

7.7.1. Upon being called to order, all persons in attendance shall immediately take their seats. Members participating remotely shall mute their mic until recognized by the Chair.

**7.8. Land Acknowledgement**

7.8.1. The Land Acknowledgement shall be read by the Chair at the start of all Board Meetings.

**7.9. Declaration of Pecuniary Interest and General Nature Thereof**

7.9.1. Where a Member has any interest, direct or indirect, in any matter and is present at a meeting at which the matter is the subject of consideration, the Member shall, in accordance with Regulation 409/23, disclose the Member's interest and the general nature thereof, prior to any consideration of the matter at the meeting.

7.9.2. Where a Member has declared an interest, the Member shall not take part in the discussion of or vote on any question in respect of the matter; and not attempt in any way before, during or after the meeting to influence the voting on the matter.

7.9.3. Where a meeting is not open to the public, in addition to complying with the requirements of Regulation 409/23, the Member shall leave the meeting (physically or virtually) or the part of the meeting during which the matter is under consideration.

7.9.4. Where the interest of a Member has not been disclosed by reason of the Member's absence from a particular meeting, the Member shall disclose the Member's interest and otherwise comply at the first meeting of the Board or Committee (as the case may be), attended by the Member after the particular meeting.

7.9.5. The Recording Secretary shall record in reasonable detail the particulars of any disclosure of pecuniary interest made by a Member, and this record shall appear in the Minutes of that meeting.

**7.10. Delegations**

7.10.1. Delegations shall be allowed at Board and Committee Meetings.

7.10.2. Delegations are to be limited to five (5) minutes followed by a question period for Members limited to ten (10) minutes.

7.10.3. Persons who wish to speak to an item on a Board or Committee Agenda have until 12 noon (12:00 p.m.) on the day prior to the meeting to notify the Recording Secretary.

7.10.4. Requests to be a delegate shall be made by submitting a written (email or hardcopy) to the Recording Secretary and shall identify which item on the Agenda is being addressed.

7.10.5. Requests to be a delegate for any individual or any individual(s) representing a group shall be limited to one (1) Agenda item at a meeting.

7.10.6. Delegations may only speak to the item for which notice was given and only on matters that are within the jurisdiction of the Board or its Committee.

7.10.7. All registered delegates for any item shall be heard only when the item is reached on the Agenda and before Members discuss or debate that item.

7.10.8. If the item for which delegates have registered to speak is removed from the Agenda, the delegation shall be deemed to be cancelled.

7.10.9. Once a delegation has been made on an Agenda item, the individual or group registered shall not be able to register as a delegation on the same item at future Meetings of the Board or Committee for the remainder of that term of the Board.

7.10.10. Individuals who have not submitted a request to speak to an item on the Agenda within the specified time may submit a request to be heard. This request shall be determined by the Board as an addition to the Agenda which, to be successful, shall require a two-thirds vote in the affirmative.

7.10.11. The number of delegations per Agenda shall be limited to five (5). The number of delegations per Agenda item shall be limited to three (3).

7.10.12. Individuals wishing to speak to a matter not on the Agenda shall provide the Recording Secretary with a written request outlining the subject matter and the requested outcome. The Recording Secretary shall advise the Chair of the request. The requestor shall be advised of the actions taken or when the item might come forward to a future Board or Committee meeting.

**7.11. Presentations**

7.11.1. Public presentations are for information purposes only.

7.11.2. Public presentations shall be limited to ten (10) minutes.

7.11.3. Presentations by outside organizations or individuals shall not be permitted for the sole purpose of generating publicity or proMotion for commercial purposes.

7.11.4. Questions directed to the Recording Secretary by any presenter shall be received through the Chair.

7.11.5. The purpose of presentations shall be when the Recording Secretary, an individual or group have been invited to present information to the Board or Committee.

7.11.6. The role of the presenter is to provide information and not to enter into debate with the Board, Committee or the Recording Secretary.

7.11.7. Celebratory or ceremonial presentations shall generally occur at Board Meetings.

**7.12. Items of Business**

7.12.1. The Recording Secretary shall bring forward any items of business that require board discussion and/or approval.

7.12.2. A main motion with a mover and seconder is required to introduce business before the board.

**7.13. Reports**

7.13.1. Updates by the Chair, Committee, and the Detachment Commander shall occur under this section of the Agenda.

**7.14. Correspondence**

7.14.1. Minutes and summaries received from external organizations shall be received under this section of the Agenda.

7.14.2. Information items are matters that are principally for the information of the Board or Committee and may not require any action or response from the Board.

7.14.3. Any Member may request that an item of communication may be pulled for discussion at the next meeting.

**7.15. Closed Session (In Camera Session)**

7.15.1. All Meetings shall be open to the public except as provided for in Section 2.2.5 and no person shall be excluded from a meeting open to the public except for improper conduct or for breach of this by-law or applicable statute.

7.15.2. The Recording Secretary or their designate shall remain in the room for all Closed Sessions or in the virtual session.

7.15.3. A meeting may be conducted in Closed Session in accordance with Section 44 of the Act.

7.15.4. Before moving into a Closed Session, it shall be established by Motion that a Closed Session is being held, the general nature of the matter(s) to be considered and the specific provision under the Act under which each item is permitted to be considered in Closed Session.

7.15.5. Prior to moving into Closed Session, any Declarations of Interest shall be made by Members.

7.15.6. Closed Meetings are to be listed on the Agenda in such a way as to provide the most information possible without compromising confidentiality or adversely affecting the Board's or Committee's position.

7.15.7. A meeting shall not be closed to the public during the taking of a vote except where the vote is for a procedural matter or giving directions or instructions to officers, the Recording Secretary or agents of the Board or its Committee or persons retained by or under contract with the Board.

7.15.8. Confidential discussion during a Closed Session shall be limited to the issue described in the authorizing public resolution/Motion and nothing in this By-law confers the power of any Board or Committee Member(s) to make any decision or take any action unless, or until such action is presented and decided upon at an open meeting of the Board.

7.15.9. No Member, the Recording Secretary or other person present during a Closed Session shall in any way, notify, distribute or make available to any person or other body, by any means, any reports or items, or disclose the nature or content of any documents or of discussions regarding any matters that are confidential or that have been obtained or considered in a Closed Session without approval of such release by the Board or Committee or unless authorized under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

7.15.10. Upon returning to open session, a statement resulting from the Closed Session shall be provided regarding what took place including any declarations of interest during the Closed Session.

7.15.11. The Recording Secretary shall be responsible for securing and maintaining

a confidential record of all original documentation distributed or presented, relating to Closed Sessions.

7.15.12. A separate set of Closed Session minutes shall be kept for each Closed Session which shall be kept in a secure and confidential location under the control of the Recording Secretary and shall only be open to those in attendance at the meeting, to others approved by the Board or Committee or as legislated.

7.15.13. Closed Session minutes shall be circulated by the Recording Secretary and adopted in confidentiality at the next regular scheduled meeting. The adoption of the Closed Session minutes is a procedural matter and does not affect the validity or affect the resolutions/Motions recorded in the minutes.

7.15.14. Where practical, Closed Sessions shall be scheduled at the end of the meeting.

7.15.15. The obligation to keep information confidential shall continue after the Member ceases to be a Member of the Board or a Committee or after the Recording Secretary ceases to be appointed by the Board.

7.15.16. When Closed Sessions include advice from paid consultants hired on behalf of the Board, or the Board's solicitor, the Closed Session may be held at a time prior to the start of the regular Board meeting, and if required, may impact the regular start time of the meeting.

#### **7.16. Motions in Which Notice Has Previously Been Given**

7.16.1. This section shall include proposed Motions which have appeared on a previous Agenda under the Notice of Motion category. The Member that brought forward the Motion shall be the first to speak to the proposed Motion before it is debated.

7.16.2. This section shall also include items that have been approved by a two-thirds vote to be added to the Agenda.

#### **7.17. Notice of Motion**

7.17.1. A notice of Motion shall be submitted to the Recording Secretary in advance of the regularly scheduled Board meeting.

7.17.2. Items listed under Notice of Motion shall not be introduced or debated and shall only be listed in the minutes. Items shall be introduced and debated at a subsequent meeting where they are listed under Motions.

7.17.3. The Recording Secretary shall notify the Chair of all notices of Motion.

#### **7.18. Quorum**

7.18.1. If no Quorum is present fifteen (15) minutes after the time appointed for a

meeting of the Board or Committee, the Recording Secretary shall record the names of the Members present and the meeting shall stand adjourned until the date of the next meeting; regular, special or Emergency.

7.18.2. When Quorum is lost as a result of declarations of interest by one or more Members, the remaining Members shall be deemed to constitute Quorum, provided the number of Members is not fewer than two (2).

7.18.3. The Chair shall call the meeting to order as soon after the hour fixed for the holding of the meeting that a Quorum is present.

7.18.4. If the Chair is not available at the time appointed for a meeting of the Board, the Vice Chair shall conduct the meeting until the arrival of the Chair.

7.18.5. If the Chair is not available at the time appointed for a Committee meeting, the meeting shall be called to order by the Recording Secretary and Schedule A of this by-law shall be followed to appoint an Acting Chair, by Motion, to conduct the meeting until the arrival of the Committee Chair.

7.18.6. Members shall notify the Recording Secretary when intending to be absent from a Board, Committee, Special or Emergency meeting for the purpose of ensuring Quorum at the meeting.

7.18.7. When a Quorum is lost, the meeting shall stand recessed, and no further action shall be taken. If a Quorum is regained within ten (10) minutes the meeting shall proceed.

7.18.8. If Quorum is not regained within ten (10) minutes, the meeting shall stand adjourned.

### **7.19. Recess**

7.19.1. At a Board meeting, a Motion to recess shall be brought forward and shall set a time (ex. recess for 5 minutes) or state "until called to order by the Chair".

7.19.2. At a Committee meeting, the Committee may recess by majority consent and shall set a time (ex. recess for 5 minutes) or state "until called to order by the Chair".

### **7.20. Adjournment**

7.20.1. All Meetings shall not exceed three (3) hours, unless a Motion to extended is approved by unanimous consent of the board.

7.20.2. Notwithstanding Subsection 7.20.1 above, no meeting shall proceed beyond the designated time. All remaining items on an Agenda adjourned by the deadline, shall be moved to the next regularly scheduled meeting or a Special Meeting.

7.20.3. There shall be no updates, questions or discussions once a meeting has been adjourned.

**8. Motions**

**8.1. Motion Process**

8.1.1. All Motions shall be read aloud after which the Chair shall call for a mover and seconder.

8.1.2. Only Motions that have been moved and seconded shall be recorded in the minutes.

8.1.3. After a Motion has been moved and seconded, it shall be deemed to be in the possession of the Board or Committee and open for debate. The Board or Committee may consent to the withdrawal of the Motion at any time before amendment or decision.

8.1.4. Where Members of the public are to be heard on a matter, no Motion shall be received until they have been heard, and no further public participation shall be allowed at that meeting after the Motion has been duly moved and seconded.

8.1.5. Whenever the Chair is of the opinion that an amending Motion is contrary to the main Motion, the Chair shall apprise the Members thereof immediately. A Member of the Board or Committee may appeal the ruling of the Chair to the Board or Committee. If there is no appeal, the decision of the Chair shall be final.

8.1.6. The Board or Committee, if appealed to, shall vote on the Motion without debate and its decision shall be final.

8.1.7. All Members present, including the Chair, are entitled to vote on every Motion, unless the Member has declared an interest. A proxy vote is permitted.

8.1.8. Every Member participating in the meeting, shall be deemed to vote against the Motion if they decline or abstain from voting, unless the Member is disqualified from voting by reason of a declared interest.

8.1.9. No Member shall speak more than once until every Member has had an opportunity to speak towards the Motion.

8.1.10. A Motion on which the voting results in a tie shall be considered defeated.

8.1.11. When the Motion under consideration contains distinct recommendations, a Member may request that the vote be taken separately on each proposal. (See the Motion to "Divide" in the Motion Table)

8.1.12. The Chair shall call the vote immediately after all Members desiring to speak to the Motion have spoken.

8.1.13. Upon the Chair calling for a vote, no further speakers shall be permitted.

8.1.14. The manner of determining the vote on a Motion shall be by show of hands.



8.1.15. No vote shall be taken at any meeting by any method of secret voting, except where permitted or required by law.

8.1.16. The Chair shall announce the result of every vote.

8.1.17. If a Member disagrees with the announcement of the result of any vote, the Member may object immediately to the announcement and require that a recorded vote be called.

## **8.2. Reconsideration of a Motion**

8.2.1. Reconsideration of a Motion shall only be permitted at Board Meetings.

8.2.2. Any proposal to reconsider a decision of the Board made within its current term shall require a Motion of reconsideration.

8.2.3. A Motion to reconsider may only be introduced by a Member who voted on the prevailing side and shall require a two-thirds' vote of Members present.

8.2.4. A Motion to reconsider shall be introduced by way of a Notice of Intention to the Board.

8.2.5. Debate on a Motion for reconsideration shall be confined to reasons for or against reconsideration.

8.2.6. No delegations shall be permitted to speak on a Notice of Motion to reconsider.

8.2.7. If a Motion to reconsider is decided in the affirmative, reconsideration of the original Motion shall become the next order of business.

8.2.8. During the term of the Board, a Motion to reconsider on a particular item shall not be permitted more than once nor shall a vote to reconsider be reconsidered.

8.2.9. A Motion to Reconsider shall not be in order if the Board is made aware the question or By-law has been implemented, resulting in legally binding commitments as of the date the Motion to reconsider is moved.

## **8.3. Notice of Intention**

8.3.1. A notice of the intention to reconsider a Motion shall be placed on the next Board Agenda. At the next Meeting after Notice is given a Motion to reconsider may be brought forward.

## **8.4. Motion to Reconsider**

8.4.1. When a Motion for reconsideration is introduced, no discussion of the original

Motion shall be allowed unless the Motion for reconsideration is approved by at least two-thirds of the Members present and voting.

8.4.2. A Motion to reconsider shall not be amended but may be debated.

8.4.3. Debate on a Motion for reconsideration shall be confined to reasons for or against reconsideration or to such matters as new information which has come forward, an error in documentation presented or incorrect statements made during the original debate.

8.4.4. A Motion to reconsider shall include the date of when the original Motion was passed.

8.4.5. Should a Motion to reconsider be defeated, the original Motion shall remain in force and effect.

### **8.5. Original Motion**

8.5.1. The original Motion being reconsidered shall be stated in the exact manner in which it was first presented and voted on.

8.5.2. The debate on the original Motion being considered as a result of an affirmative Motion of reconsideration shall proceed as though it had never previously been voted on.

### **8.6. Recorded Votes**

8.6.1. Except for matters that are determined at the Committee level only, recorded votes shall only be permitted at Board Meetings.

8.6.2. A recorded vote shall be taken when called for by any Member or when required by law.

8.6.3. A Member may call for a recorded vote prior or immediately subsequent to the taking of the vote. This shall take place before the next item of business is considered.

8.6.4. All Members, including the Chair, shall be required to vote when a recorded vote is called for, except when absent from the meeting or disqualified by a declared interest.

8.6.5. When a recorded vote is requested and permitted, the Chair shall pose the question and the Recording Secretary shall call upon each Member, beginning with the requester of the recorded vote, followed by each Member in subsequent alphabetical order thereafter, at which time the Recording Secretary shall record the Members' votes. The Recording Secretary shall also record the number of Members absent.

8.6.6. On a recorded vote, failure to vote by a Member who is present at the Meeting at the time of the vote and who is qualified to vote shall be deemed a negative vote.

8.6.7. When a recorded vote is taken, the names of those who voted for and those who voted against the Motion and those absent shall be entered in the Board minutes.

8.6.8. The Recording Secretary shall tabulate and announce the results of the vote.

**8.7. Point of Privilege**

8.7.1. A Member may raise a point of privilege directing attention to a matter that affects the rights of the Member or Members.

8.7.2. A point of privilege shall take precedence over any other matter except during verification of a vote.

8.7.3. A Member shall state the point of privilege to the Chair at the time of occurrence.

8.7.4. A Member shall not be permitted to enter into any argument or introduce any Motion not related to the point of privilege.

8.7.5. The Chair shall decide upon the point of privilege and advise the Members of the decision.

8.7.6. Unless a Member immediately appeals the Chair's decision, the decision of the Chair shall be final.

8.7.7. If the decision of the Chair is appealed, the question to be answered is "Shall the ruling of the Chair be upheld?" a vote shall be called without debate, and its results shall be final.

8.7.8. When the matter has been determined to be a point of privilege, the Member shall be afforded an opportunity to propose a Motion in relation to that point of privilege.

8.7.9. When the integrity of the Recording Secretary has been questioned, the Recording Secretary shall be permitted to make a statement to the Members.

**8.8. Point of Order**

8.8.1. A Member may raise a point of order to a perceived violation of the rules of procedure, except during verification of a vote.

8.8.2. A Member shall state the point of order to the Chair at the time of the occurrence and shall quote the appropriate section of this by-law.

8.8.3. The Chair shall decide upon the point of order and advise the Members of the decision.

8.8.4. Unless a Member immediately appeals the Chair's decision, the decision of the Chair shall be final.

8.8.5. If the decision of the Chair is appealed, the question to be answered is "Shall the ruling of the Chair be upheld?" a vote shall be called without debate, and its results shall be final.

## **9. By-Laws**

### **9.1. By-law Approval Process**

9.1.1. Every By-Law shall be listed on the Agenda by an identifying number, followed by a brief description of the intent of the by-law.

9.1.2. Every By-Law shall be adopted in a single Motion having been given three readings simultaneously.

9.1.3. Prior to voting on the Motion, every by-law may be debated, subject to amendment, and may be deferred or referred to a Committee or the Recording Secretary for further consideration before being voted on.

9.1.4. Upon a two-thirds' Vote of the Members present and voting, third reading of any by-law may be postponed until the next Meeting. In this instance only, the Motion shall be divided into two separate Motions.

9.1.5. Every By-Law passed by the Board shall be signed by the Chair, or the Vice Chair in the absence of the Chair, and the Recording Secretary, showing the date of all readings, be kept in a volume for the year in which it was passed and shall be recorded in the electronic By-Law index.

9.1.6. The Recording Secretary shall be authorized to make minor corrections to any By-Law resulting from technical, or typographical errors prior to the By-Law being signed.

### **9.2. Confirmatory By-law**

9.2.1. The proceedings at every regular and Special Meetings of the Board shall be confirmed by By-Law, so that every decision of the Board at that Meeting and every Motion passed thereat, unless required by an Act, Regulation or by-law, shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted.

## **10. Amendment of Procedural By-Law**

10.1.1. No amendment or repeal of this By-Law or any part thereof shall be considered at any

- a) Notice of intention of the proposed amendment or repeal has been given at a previous Board meeting; and
- b) The waiving of this notice by the Board is prohibited.

10.1.2. The Board shall be responsible for reviewing this By-Law at least once every term of the Board.

**11. Ultra Vires**

11.1.1. Should any sections of this By-Law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**12. By-Laws to be Repeated**

12.1.1. All By-Laws or parts thereof and Motions passed prior to this By-Law which are in contravention of any terms of this By-law are hereby rescinded.

**13. Effective Date**

13.1.1. This By-Law shall come into effect on the date of its passing.

By-Law XX-2024  
Schedule A  
Selection Process for Acting Chair

Board

- In the absence of the Chair, the Vice Chair shall be called upon to be the Chair of the meeting.
- In the absence of the Chair and Vice Chair, the Board shall elect an Acting Chair from Members present who are able to participate.

Committee

- In the absence of the Committee Chair, the most recent Committee Chair shall be called upon to Chair the meeting.
- In the absence of the current Committee Chair and the most recent Committee Chair, the Board shall elect an Acting Chair from Members present who are able to participate.

The above shall apply when a Chair is absent, unable, or unwilling to chair the meeting.

**ONTARIO REGULATION 409/23**

made under the

**COMMUNITY SAFETY AND POLICING ACT, 2019**

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**CODE OF CONDUCT FOR O.P.P. DETACHMENT BOARD MEMBERS**

APPLICATION AND INTERPRETATION

1. (1) This Regulation sets out the code of conduct with which every member of an O.P.P. detachment board must comply.

(2) For greater certainty, the existence of a good faith exception in this code of conduct does not limit the grounds on which it may be determined that a member of an O.P.P. detachment board has not contravened this code of conduct.

2. In this Regulation,

“conflict of interest” means a situation in which a member of an O.P.P. detachment board’s private interests or personal relationships place, or may reasonably be perceived to place, the member in conflict with their duties as a member of the O.P.P. detachment board; (“conflit d’intérêts”)

“personal relationship” includes, but is not limited to, a relationship with any of the following persons:

1. A current or former spouse or common-law partner of the board member.
2. A current or former intimate partner of the board member.
3. The board member’s children, including biological and adoptive children and stepchildren.
4. The legal dependants of the board member.
5. A child in the board member’s care.
6. The board member’s grandparents, parents or siblings, including grandparents-in-law, parents-in-law and siblings-in-law. (“rappports personnels”)

CONDUCT BECOMING OF A BOARD MEMBER

3. (1) A member of an O.P.P. detachment board shall not conduct themselves in a manner that undermines or is likely to undermine the public’s trust in the O.P.P. detachment board or the Ontario Provincial Police.

(2) A member of an O.P.P. detachment board shall not be subject to discipline for a contravention of subsection (1) if, on a balance of probabilities, their conduct was in the good faith performance of their duties as a board member.

4. A member of an O.P.P. detachment board shall comply with the Act and the regulations made under it.

5. A member of an O.P.P. detachment board shall not, by act or omission, conduct themselves in a manner that is likely to cause the board to fail to comply with the Act or the regulations made under it.

6. A member of an O.P.P. detachment board shall comply with any rules, procedures and by-laws of the O.P.P. detachment board.

7. A member of an O.P.P. detachment board shall not substantially interfere with the conduct of O.P.P. detachment board meetings.

8. A member of an O.P.P. detachment board contravenes this code of conduct if they are found guilty of an offence under the *Criminal Code* (Canada), the *Controlled Drugs and Substances Act* (Canada) or the *Cannabis Act* (Canada) that was committed after they were appointed as a member of the O.P.P. detachment board.

9. (1) A member of an O.P.P. detachment board shall not, in the course of their duties, treat any person in a manner that the member, at the time, knows or reasonably ought to know would contravene the *Human Rights Code*.

(2) A member of an O.P.P. detachment board shall not be subject to discipline for a contravention of subsection (1) if, on a balance of probabilities, the member’s conduct was in the good faith performance of their duties.

**10.** (1) A member of an O.P.P. detachment board shall conduct themselves in a professional and respectful manner in the course of their duties including, without limitation, not using abusive or insulting language in the course of their duties.

(2) A member of an O.P.P. detachment board shall not be subject to discipline for a contravention of subsection (1) if, on a balance of probabilities, the member's conduct was in the good faith performance of their duties.

#### STATEMENTS AND ATTENDANCE

**11.** A member of an O.P.P. detachment board shall not knowingly make false statements pertaining to the duties of a member of an O.P.P. detachment board.

**12.** A member of an O.P.P. detachment board shall not purport to speak on behalf of the O.P.P. detachment board unless authorized by the board to do so.

**13.** A member of an O.P.P. detachment board shall clearly indicate when they are expressing a personal opinion when commenting on an action or omission of the O.P.P. detachment board, the Ontario Provincial Police or a member of the Ontario Provincial Police.

**14.** A member of an O.P.P. detachment board shall not access, collect, use, alter, retain, destroy or disclose to any person information that has been obtained by or made available to the member in the course of their duties if doing so would be contrary to law.

**15.** (1) A member of an O.P.P. detachment board shall not disclose to the public information obtained or made available in the course of the member's duties except as authorized by the O.P.P. detachment board or as required by law.

(2) Subsection (1) does not apply to information that was already made available to the public by a person who was authorized to do so prior to the member's disclosure.

**16.** A member of an O.P.P. detachment board shall attend all O.P.P. detachment board meetings unless able to provide a reasonable explanation for the absence.

#### MISCONDUCT AND CONFLICTS OF INTEREST

**17.** A member of an O.P.P. detachment board shall disclose any conduct of another member of the O.P.P. detachment board that the member reasonably believes constitutes misconduct,

- (a) to the chair of the board; or
- (b) if the misconduct involves the chair, to the Inspector General.

**18.** (1) A member of an O.P.P. detachment board shall disclose any charges laid against them under the *Criminal Code* (Canada), the *Controlled Drugs and Substances Act* (Canada) or the *Cannabis Act* (Canada) and any finding of guilt made in relation to those charges.

(2) Subsection (1) only applies to charges or findings that were made after the member's appointment to the O.P.P. detachment board.

(3) The disclosure required by subsection (1) must be made to the person or body that appointed the individual as a member of the O.P.P. detachment board.

**19.** A member of an O.P.P. detachment board shall not apply for employment with the Ontario Provincial Police unless they resign from the board before applying.

**20.** (1) A member of an O.P.P. detachment board shall promptly disclose any conflict of interest,

- (a) to the chair of the board; or
- (b) if the conflict of interest involves the chair, to the Inspector General.

(2) After making the disclosure required by subsection (1), the member shall disclose the conflict at the next meeting of the O.P.P. detachment board.

**21.** A member of an O.P.P. detachment board shall not use their position as an O.P.P. detachment board member to,

- (a) benefit themselves;
- (b) benefit one or more persons with whom they have a personal relationship; or
- (c) interfere with the administration of justice.

**22.** A member of an O.P.P. detachment board shall not participate in discussion of or voting with respect to matters at O.P.P. detachment board meetings if the member has a conflict of interest in the matter.



COMMENCEMENT

**Commencement**

**23. This Regulation comes into force on the later of the day subsection 67 (4) of Schedule 1 (*Community Safety and Policing Act, 2019*) to the *Comprehensive Ontario Police Services Act, 2019* comes into force and the day this Regulation is filed.**

**Haliburton County OPP Detachment Board  
2024 and 2025 Meeting Schedule (tentative)**

*2024:*

- October 29, 2024
- November 5, 2024
- November 19, 2024
- December 4, 2024

*2025:*

- January 22, 2025
- March 19, 2025
- May 21, 2025
- September 24, 2025
- November 19, 2025



**THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE**

Effected with Lloyd’s Underwriters (hereinafter called “the insurer”) through Lloyd’s Approved Coverholder (hereinafter called “the Coverholder”):

Linx Underwriting Solutions Inc., 20 Bay Street, 21st Floor, Toronto, Ontario M5J 2N9 Canada

Insurance Broker: Aon Reed Stenhouse Inc. 20 Bay Street, Toronto, ON M5J 2N9  
Telephone: 416.868.5500

**Declarations**

In consideration of the premium stated, the Insurer(s) will indemnify the Insured in accordance with the terms and conditions of this Policy and attached forms and endorsements. Insurance is provided for only those coverages for which forms and endorsements are attached and specific amounts of insurance are stated.

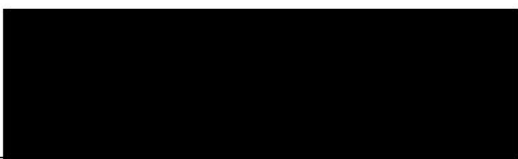
**Insured and Policy Information**

<b>Named Insured</b>	Haliburton County OPP Detachment Board	<b>Policy No.</b> PBL00362
<b>Mailing Address</b>	P.O. Box 399 11 Newcastle Street Minden, ON K0M 2K0	
<b>Policy Status</b>	New	
<b>Policy Period</b>	October 1, 2024 to October 1, 2025 (both days at 12:01 a.m. Standard Time at the Address of the Insured)	
<b>Premium</b>	\$5000	
<b>Description of Operations</b>	Municipal Police Service Advisory Board	
<b>Currency</b>	Canadian	

**Important Information for Insureds**

**PLEASE READ ALL DOCUMENTS**

This Policy is issued and accepted subject to the following provisions, stipulations and conditions which form part of this Policy, together with other provisions, agreements, or conditions which may be endorsed or added.



Linx Underwriting Solutions Inc.



Linx Underwriting Solutions Inc.

October 10, 2024

Date

Issued at Toronto, ON

For Aon’s Privacy Policy, please refer to: [http://www.aon.com/about-aon/attachments/canada\\_privacy\\_en.pdf](http://www.aon.com/about-aon/attachments/canada_privacy_en.pdf)



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<b>Insurer</b>	<b>Interest</b>	<b>Premium</b>
Lloyd's Underwriters Contract No. <b>B1526CSINT2403482</b>	33.34%	\$1,667
Trisura Guarantee Insurance Company Contract No. <b>CON- CSINT2403482</b>	33.33%	\$1,666.50
Trisura Guarantee Insurance Company Contract No. <b>SOM- CSINT2403482</b>	33.33%	\$1,666.50

**TO REPORT A CLAIM, CONTACT:**

Sedgwick Canada  
Email: [aonpublicentities@sedgwick.com](mailto:aonpublicentities@sedgwick.com),  
[samantha.ellis@tokiomarinekiln.com](mailto:samantha.ellis@tokiomarinekiln.com),  
[maria.kenny@tokiomarinekiln.com](mailto:maria.kenny@tokiomarinekiln.com)  
Tel: 1-800-235-8784



**Comprehensive General Liability**

Coverages, Limits of Liability, Self-Insured Retentions and Retro Active Dates

A	Bodily Injury and Property Damage Liability	Limit of Liability	\$5,000,000	Each Occurrence
			\$5,000,000	Products and Completed Operations Aggregate
		Self-Insured Retention	\$5,000	Each Occurrence
B	Personal and Advertising Injury Liability	Limit of Liability	\$5,000,000	Each Occurrence
		Self-Insured Retention	\$5,000	Each Occurrence
C	Tenants' Legal Liability	Limit of Liability	\$5,000,000	Each Occurrence
		Self-Insured Retention	\$5,000	Each Occurrence
D	Incidental Medical Malpractice	Limit of Liability	\$5,000,000	Each Occurrence
		Self-Insured Retention	\$5,000	Each Occurrence
E	Marina Operators Legal Liability Insurance	Limit of Liability	N/A	Each Occurrence
		Self-Insured Retention	N/A	Each Occurrence
F	Fire Fighting Expenses	Limit of Liability	\$1,000,000	Each Occurrence
		Self-Insured Retention	\$5,000	Each Occurrence
G	Incidental Garage Operations Liability	Limit of Liability	N/A	Each Occurrence
		Self-Insured Retention	N/A	Each Occurrence



**Comprehensive General Liability**

Coverages, Limits of Liability, Self-Insured Retentions and Retro Active Dates

H	Voluntary Medical Payments	Limit of Liability	\$25,000	Each Person
			\$50,000	Each Accident
		Self-Insured Retention	NIL	
I	Voluntary Workers Compensation	As per schedule of Benefits and Incapacities		
J	Employee Benefits Programs Liability	Limit of Liability	\$2,000,000	Each Claim/Annual Aggregate
		Self-Insured Retention	\$5,000	Each Claim
		Retro Active Date	October 1, 2024	



**Endorsements**

AE1: Administrative Errors and Omissions Liability	<u>Limit of Liability:</u>		
	Insuring Agreements (a) – (b)	\$2,000,000	Aggregate
	Insuring Agreement (c)	\$250,000	Each Claim
	Insuring Agreement (d)	\$250,000	Each Claim
	Self-Insured Retention	\$10,000	Per Claim
	Retro Active Date	October 1, 2024	

CML Crisis Management Services Liability	<u>Limit of Liability:</u>		
	Insuring Agreements (a)	\$250,000	Each Claim
	Self-Insured Retention	\$5,000	Per Claim
	Retro Active Date	October 1, 2024	

WD2: Wrongful Dismissal and Employment Related Practices Liability	<u>Limit of Liability:</u>		
	Employment Related Practices	\$500,000	Each Claim*
	Wrongful Dismissal	\$500,000	Each Claim*
	Self-Insured Retention	\$10,000	Per Claim**
	Retro Active Date		

\* Each Claim including Supplementary Payments in the Aggregate

\*\* Per Claim including Defense Costs in the Aggregate





**Automobile Coverages**

Standard Automobile Insurance Policy (Non-Owned Form) (SPF No. 6)	Limit of Liability:	\$5,000,000	Each Occurrence
	Self-Insured Retention	N/A	

Legal Liability for Damage to Non-Owned Automobiles	Limit of Liability:	\$75,000	All Perils
	Self-Insured Retention	\$1,000	

Legal Liability for Damage to Non-Owned Automobiles (Mutual Aid Agreement)	Limit of Liability:	\$75,000	All Perils
	Self-Insured Retention	\$1,000	

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

Contractual Liability Endorsement (S.E.F. No. 96)

Excess Automobile Liability	Limit of Liability:	N/A
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Excess Automobile, Garage Owners Liability and Non-Owned Automobile

In the event more than one Policy Cover or Endorsement applies to any one **Claim** or **Occurrence**, the maximum limit for All Covers Combined shall be a \$5,000,000 limit for any one **Claim**.



**FORMS ATTACHED****Lloyd's Clauses**

- Sanctions Limitation and Exclusion Clause LMA3100A
- Service of Suit Clause (Canada) LMA5028B
- Several Liability Notice LSW1001
- Notice Concerning Personal Information LSW1543E
- Identification of Insurer / Action Against Insure LSW1548D
- Canadian Complaints – No Authority LMA5299
- Code of Consumer Rights & Responsibilities LSW1565C
- Lloyd's Underwriter Policyholders Complaint Protocol LSW1542F
- Radioactive Contamination And Explosive Nuclear Assemblies Exclusion Clause NMA1622
- Statutory Conditions (Alberta, British Columbia and Manitoba) (amended) LSW1814 / LSW1815 / LSW1851
- Quebec Amendatory Endorsement
- English Language Clause
- Cancellation of Policy
- Short Rate Cancellation Table Endorsement

**Policy Wording**

- **Comprehensive General Liability - INSURANCE POLICY**

**Endorsements**

- **Endorsement No. AE1 - Administrative Errors And Omissions Liability**
- **Endorsement No. CML - Crisis Management Services Liability (Pandemic Response)**
- **Endorsement No. WD2 - Wrongful Dismissal and Employment Related Practices Liability**
- **Endorsement No. ALL - Automobile Legal Liability**
- **Standard Non-Owned Automobile Extension (S.P.F.6)**
  - Legal Liability For Damage To Non-Owned Automobiles Endorsement
  - Legal Liability For Damage To Non-Owned Automobiles (Mutual Aid Agreements)
- **Contractual Liability Extension (S.E.F 96)**
- **Excluding Long Term Leased Vehicle Endorsement (S.E.F 99)**
- **Specific Risk Endorsement - United States of America**
- **Radioactive Contamination Exclusion NMA1270**
- **Terrorism Exclusion**
- **Participant to Participant Exclusion**
- **Cyber and Data Total Exclusion LMA5528A**
- **Communicable Disease Exclusion LMA5396**
- **Undeclared For-Profit Entity Exclusion**
- **PFAS Exclusion**

**Other Endorsements**

- Application of the Deductible or Self-Insured Retention

**SANCTION LIMITATION CLAUSE**

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

LMA3100A  
05 October 2023

**SERVICE OF SUIT CLAUSE (CANADA) Action against Insurer**

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

LMA5028B  
15 April 2022

**SEVERAL LIABILITY NOTICE**

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

LSW1001  
08/94

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION****Introduction:**

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

**Consent to Collection:**

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

**How we Collect Information:**

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

**What personal information we process about you and how it is used:**

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims

MGL2015

8



- the analysis of business results
- purposes required or authorized by law

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

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit [www.loyds.com](http://www.loyds.com) . Further details can be found on our online Privacy & Cookies policy at [Privacy - Lloyd's \(loyds.com\)](http://Privacy - Lloyd's (loyds.com))

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

### **Who we disclose your information to:**

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

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

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

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

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

### **Use or disclosure without consent or further notification**

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

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

### **Retention**

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

**Your rights**

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

You have the following rights:

**The right to access**

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

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

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

**The right to rectification**

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

**The right to be forgotten**

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

**The right to data portability**

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

**The right to withdraw consent**

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

**How to access your information and/or contact us**

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

Lloyd's Underwriters

Attention: Nicole Seymour, Privacy Officer

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,

P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-416-360-1512

E-mail: [LloydsCanada@lloyds.com](mailto:LloydsCanada@lloyds.com)

08/23

LSW1543E



**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B1526CSINT2403482** (hereinafter referred to as “the Underwriters”). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

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

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by **Linx Underwriting Solutions Inc.**

Per 

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

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

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

LSW1548D  
15 April 2022



**ENDORSEMENT TO THE MODEL BINDING AUTHORITY AGREEMENT  
FOR CANADIAN COMPLAINTS - NO AUTHORITY**

*(For use with LMA Binding Authority Agreements)*

The provisions of this endorsement are to be read in conjunction with Section 22 (Complaints or Proceedings).

The Coverholder has no authority to handle Complaints against Underwriters or to offer redress to resolve Complaints.

**1. Process**

Upon receipt of a Complaint against Underwriters from a Complainant below, the Coverholder must comply with the procedures as set out below.

- 1.1. The Coverholder does not have authority to handle Complaints against Underwriters.
- 1.2. If the Coverholder is in any doubt as to whether or not it is a Complaint, the Coverholder shall treat it as a Complaint.
- 1.3. The Coverholder must immediately pass the Complaint, along with all relevant documentation, to Underwriters using the following email address: [complaints@tokiomarinekiln.com](mailto:complaints@tokiomarinekiln.com)
- 1.4. If Underwriters request any further information the Coverholder must provide this promptly.
- 1.5. The Coverholder will assist Underwriters where Lloyd's are involved.
- 1.6. Upon receipt of a Complaint which does not fall within the definitions at Section 5.1 and 5.2 below, the Coverholder must pass the Complaint, along with all relevant documentation, to Underwriters using the following email address: [complaints@tokiomarinekiln.com](mailto:complaints@tokiomarinekiln.com)

**2. Additional Responsibilities:**

In addition to the above the Coverholder will:

- 2.1. Ensure that all members of staff that may receive Complaints in relation to any operations under this Binding Authority Agreement are trained in complaint identification to a level appropriate to their position and role within the organisation and are aware of the above procedure;

**3. Record Keeping**

- 3.1. The Coverholder shall maintain a register of all Complaints.
- 3.2. The register should include the following information:
  - a) Name of complainant and policyholder (if different);
  - b) Name of complainant's representative (if applicable);
  - c) Address of complainant;
  - d) Address of complainant's representative (if applicable);
  - e) Date Complaint received;
  - f) Date referred to Underwriters;
  - g) Policy number;
  - h) Claim reference (if applicable);
  - i) Unique market reference (UMR);
- 3.3. The Coverholder must provide a copy of the register to Underwriters, or their representatives, promptly upon request.

**4. Additional Guidance**

- 4.1. In the event additional guidance is required please contact Underwriters on: [complaints@tokiomarinekiln.com](mailto:complaints@tokiomarinekiln.com)
- 4.2. Lloyd's also provides further guidance at: [www.lloyds.com/complaintshandling](http://www.lloyds.com/complaintshandling). Or, the Coverholder could contact Lloyd's directly on: [complaints-enquiries@lloyds.com](mailto:complaints-enquiries@lloyds.com) or +44(0)20 7327 5696.

**5. Definitions****5.1. The definition of a 'Complaint' is:**

The expression of at least one of the following elements that persists after being considered and examined at the operational level capable of making a decision on the matter:

- A reproach against an organization;
- The identification of a real or potential harm that a consumer has experienced or may experience;
- A request for remedial action.

Complaints are generally expressed in writing through correspondence, e-mail, fax or other form that allows a Complaint to be kept on file. Where a consumer makes a Complaint by phone or in person and the Complaint is handled and examined by the person responsible for the examination of Complaints and designated as such in the organisation's policy, the Complaint must be documented so that it can be kept on file.

The initial expression of dissatisfaction by a consumer, whether in writing or otherwise, will not be considered a Complaint where the issue is settled in the ordinary course of business. However, in the event the consumer remains dissatisfied and such dissatisfaction is referred to the person who is responsible for the examination of complaints and designated as such in the organisation's policy, then it will be considered as a Complaint.

However, organisations must refrain from any undue delay in referring a matter to a higher level solely for the purpose of avoiding reporting requirements.

Where a consumer remains dissatisfied after a reasonable attempt has been made to settle the issue, organisations without a multilevel Complaint examination structure are then considered to have received a Complaint.

**5.2. A Complainant is defined as:**

All current and prospective customers of insurance products (known under Canadian law as a Consumer), who makes a Complaint.

LMA5299  
31 January 2018

**CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES**

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

**Right to Be Informed**

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

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

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

**Responsibility to Ask Questions and Share Information**

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

**Right to Complaint Resolution**

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

**Responsibility to Resolve Disputes**

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

**Right to Professional Service**





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

**Right to Privacy**

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

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**LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

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

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

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

Please forward your complaint to:

**Lloyd's Underwriters**

Attention: Complaints Officer:  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2930, P.O. Box 51,  
 Toronto, Ontario, M5J 2J2  
 Tel: 1-877-455-6937 - Fax: (514) 861-0470  
 E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446  
[www.giocanada.org](http://www.giocanada.org)

**For Quebec clients:**

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

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

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

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

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

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**RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE**

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

NMA1622  
04/04/1968



**STATUTORY CONDITIONS**  
**(Alberta, British Columbia and Manitoba)**  
**(amended)**

**Property of others**

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

**Change of interest**

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

**Material change in risk**

3. (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 4,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 4 (2) (a) applies in respect of the unearned portion of the premium.

**Termination of insurance**

4. (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.

**Notice**

- 5. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

01/07/12  
LSW1814 (amended) / LSW1815 (amended)

17/10/14  
LSW1851 (amended)

**QUEBEC AMENDATORY ENDORSEMENT****QUEBEC CIVIL CODE AMENDMENT  
(from CICC077 12-03)**

Where this policy is required to be interpreted by the law of the Province of Quebec then the policy provisions shall be deemed to be amended to comply with the applicable provisions of the Quebec Civil Code, but only to the extent necessary to comply with requirements of the Quebec Civil Code and only to the extent that the Quebec Civil Code in law governs this contract.

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 Quebec Civil Code.

**English Language Clause**

The Named Insured, for itself and all Insureds, consents to this Policy and all notices required hereunder being drafted and delivered in the English language

L' assure, en son nom propre et au nom de tous les assures, consent expressement a ce que le present contrat et tous les avis exigés par les presentes soient redigés et transmis en anglais.



**CANCELLATION OF POLICY No. PBL00362**

If you wish to cancel this Policy, please sign the following and return this document to your broker/agent. In consideration of a RETURN PREMIUM to be calculated as provided in the policy conditions and to be paid by the Insurer(s) to the Insured, this Policy is hereby cancelled.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Insured**

PAYEE, if any must discharge interest by signing this form

\_\_\_\_\_  
**Signature of Payee**



**SHORT RATE CANCELLATION TABLE ENDORSEMENT**

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is agreed that in the event of cancellation thereof by the Assured the earned premium shall be computed as follows:

**Short Rate Cancellation Table**

**A. For insurance written for one year:**

Days Insurance in force	Percent of One Year Premium	Days Insurance in force	Percent of One Year Premium	Days Insurance in force	Percent of One Year Premium
0-1	5	95 - 98	37	219 - 223	69
2	6	99 - 102	38	224 - 228	70
3 - 4	7	103 - 105	39	229 - 232	71
5 - 6	8	106 - 109	40	233 - 237	72
7 - 8	9	110 - 113	41	238 - 241	73
9 - 10	10	114 - 116	42	242 - 246 (8 mos)	74
11 - 12	11	117 - 120	43	247 - 250	75
13 - 14	12	121 - 124(4 mos)	44	251 - 255	76
15 - 16	13	125 - 127	45	256 - 260	77
17 - 18	14	128 - 131	46	261 - 264	78
19 - 20	15	132 - 135	47	265 - 269	79
21 - 22	16	136 - 138	48	270 - 273(9 mos)	80
23 - 25	17	139 - 142	49	274 - 278	81
26 - 29	18	143 - 146	50	279 - 282	82
30 - 32 (1 mo)	19	147 - 149	51	283 - 287	83
33 - 36	20	150 - 153 (5 mos)	52	288 - 291	84
37 - 40	21	154 - 156	53	292 - 296	85
41 - 43	22	157 - 160	54	297 - 301	86
44 - 47	23	161 - 164	55	302 - 305(10 mos)	87
48 - 51	24	165 - 167	56	306 - 310	88
52 - 54	25	168 - 171	57	311 - 314	89
55 - 58	26	172 - 175	58	315 - 319	90
59 - 62 (2 mos)	27	176 - 178	59	320 - 323	91
63 - 65	28	179 - 182(6 mos)	60	324 - 328	92
66 - 69	29	183 - 187	61	329 - 332	93
70 - 73	30	188 - 191	62	333 - 337(11 mos)	94
74 - 76	31	192 - 196	63	338 - 342	95
77 - 80	32	197 - 200	64	343 - 346	96
81 - 83	33	201 - 205	65	347 - 351	97
84 - 87	34	206 - 209	66	352 - 355	98
88 - 91 (3 mos)	35	210 - 214(7 mos)	67	356 - 360	99
92 - 94	36	215 - 218	68	361 - 366	100





**B. For insurance written for more or less than one year:**

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
  - a. Determine full annual premium as for an insurance written for a term of one year.
  - b. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
  - c. Add premium produced in accordance with terms (a) and (b) to obtain earned premium during full period insurance has been in force.



**COMPREHENSIVE GENERAL LIABILITY**

**INSURANCE POLICY**

**Certain Underwriters at Lloyd's**  
 (hereinafter called the Insurer)

In consideration of the payment of the Premium, in reliance upon the statements in the Declarations and subject to all terms of this policy, the Insurer hereby agrees with the Named Insured as follows:

**1. INSURING AGREEMENTS:**

1.1 The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **Compensatory Damages** which occur in the **Coverage Territory** and during the **Policy Period** in respect of:

**A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**Bodily Injury** or **Property Damage**. Such **Bodily Injury** or **Property Damage** must be as a result of an **Occurrence**.

**B. PERSONAL AND ADVERTISING INJURY LIABILITY**

**Personal Injury** or **Advertising Injury**. Such **Personal Injury** or **Advertising Injury** must be as a result of an **Occurrence** or offence.

**C. TENANTS' LEGAL LIABILITY**

**Property Damage** to structures or portions thereof including fixtures permanently attached thereto, rented to the **Insured** or occupied by the **Insured**. Such **Property Damage** must be as a result of an **Occurrence**.

**D. INCIDENTAL MEDICAL MALPRACTICE LIABILITY**

**Incidental Medical Malpractice Injury** sustained by any person.

**E. MARINA OPERATORS LEGAL LIABILITY**

**Marina Liabilities**

1.2 Furthermore the Insurer will pay those sums that the **Insured** becomes legally obligated to pay:

**F. FIREFIGHTING EXPENSES**

For **Firefighting Expenses**

**G. INCIDENTAL GARAGE OPERATIONS LIABILITY**

For **Property Damage** arising from the **Insured's Incidental Garage Operations**. For the purposes of this Insuring Agreement only, the **Insured** shall, if so requested by the Insurer, replace the property or make the necessary repairs at the actual cost to the **Insured**.

resulting from an **Occurrence** in the **Coverage Territory** and during the **Policy Period**.



1.3 The Insurer will also pay:

**H. VOLUNTARY MEDICAL PAYMENTS**

**Medical Expenses for Bodily Injury**

**I. VOLUNTARY WORKERS COMPENSATION**

**Voluntary Compensation Benefits**

PROVIDED HOWEVER

- a) If an injured **Volunteer Worker** or any person claiming by, through or under them shall refuse to accept the **Voluntary Compensation Benefits** offered under this agreement, then the Insurer shall be permitted at any time at its discretion to withdraw such offer of the said benefits under which circumstances the Insurer will no longer be bound by the undertaking expressed in the said agreement. If any **Claim** is made upon the **Insured** for **Compensatory Damages** for such injuries, such **Claim** shall be considered a refusal to accept such **Voluntary Compensation Benefits** and such refusal shall abrogate in its entirety the Insurer's agreement to pay such **Voluntary Compensation Benefits**. In such event the obligation of the Insurer as expressed under the Insuring Agreements of this Policy shall be available to the **Insured** and shall be and remain the obligation of the Insurer.
- b) It is a condition precedent to payment of **Voluntary Compensation Benefits** to or on behalf of an **Volunteer Worker** of the **Insured** that a full and legal release of all claims of an injured **Volunteer Worker** or any person claiming by, through or under them, against the **Insured**, is executed and delivered and that rights of such **Volunteer Worker** or person against anyone, other than the **Insured**, be subrogated and assigned in full (excluding all services available under any hospital insurance act and any portion of medical expenses the payment of which is prohibited by law) to the Insurer.

The Insurer's liability with respect to this insurance is limited to **Voluntary Compensation Benefits** payable in accordance with the Schedule of Benefits attaching hereto.

Furthermore the **Insurer** shall have the right to examine the person of the injured **Volunteer Worker** when and as often as may be required while the claim is pending and also in the case of death of the injured **Volunteer Worker** to perform an autopsy subject to any law of the province or territory in which the accident occurred relating to autopsies.

caused by an **Occurrence** during the **Policy Period** and in the **Coverage Territory**.

1.4 **THE INSURANCE PROVIDED BY THIS COVERAGE J. IS WRITTEN ON A CLAIMS-MADE BASIS AND COVERS ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD. PLEASE READ THE COVERAGE TERMS AND CONDITIONS CAREFULLY.**

**J. EMPLOYEE BENEFITS PROGRAMS LIABILITY ERRORS AND OMISSIONS**

The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **Compensatory Damages** on account of any **Claim** made against the **Insured** by an employee, prospective employee, former employee or the beneficiaries or legal representatives thereof and caused by any negligent act, error or omission of the **Insured**, or any other person for whose acts the **Insured** is legally liable in the **Administration** of the **Insured's Employee Benefits Program(s)** after the Retroactive date (if any) shown in the Declarations page.





**2. DEFENSE & SETTLEMENT:**

- 2.1 The Insurer will have the right and duty to defend any action seeking **Compensatory Damages**. The Insurer has the right and duty to investigate any **Occurrence**, incident or offence and defend and settle any **Claim** that may result, but
- a) The Insurer's right and duty to defend any action ends when the Insurer has used up the applicable Limit of Liability in the payment of settlements;
  - b) If the applicable Limit of Liability is exhausted, the Insurer will notify the Named Insured of all outstanding actions so that the **Insured** can assume control of defence;
  - c) During the transfer of control of the defence from the Insurer to the **Insured**, the Insurer agrees to continue the defence of the action during a reasonable period of time necessary for the **Insured** to assume full control. Such period of time will not exceed ninety (90) days from the latest of the date of notification or the date where the Limits of Liability were exhausted. The **Insured** will promptly reimburse the Insurer for expenses the Insurer incurs in continuing the defence after the ninety (90) days period of time, until the time the **Insured** has assumed such defence.
  - d) It is agreed that if a **Claim** is made brought outside of Canada or the United States of America (including its territories and possessions), the Insurer shall have the right, but not the duty, to investigate and settle such **Claims** and defend such action. As respect **Claims** which the Insurer elects not to investigate, settle or defend, the **Insured**, under the supervision of the Insurer, shall make or cause to be made such investigation and defence as are reasonably necessary, and subject to prior authorization by the Insurer, will effect to the extent possible such settlement or settlements as the Insurer and the **Insured** deem prudent. The Insurer shall reimburse the **Insured** for the reasonable costs of such investigation, settlement or defence.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

**3. LIMIT OF LIABILITY:**

3.1 LIMIT OF LIABILITY

- a) The limit of the Insurer's liability on account of any **Claim** covered herein under this Insurance shall be the amounts stated in the Declarations or endorsements attached hereto exclusive of Supplementary Payments herein unless otherwise stated herein.
- b) Should liability arising from the same originating cause form the subject of indemnity by more than one Insuring Agreement or Endorsement of this Policy, each Insuring Agreement or Endorsement shall be subject to its own Limit of Liability, provided always that the total amount of Insurer's liability, from the same originating cause, shall not exceed the greatest Limit of Liability available under any one of the Insuring Agreement or Endorsement providing indemnity.
- c) If applicable the Limit of Liability stated as **Aggregate** is the total limit of the Insurer's liability for all **Claims** covered hereunder.





**3.2 SELF-INSURED RETENTION:**

- a) The Insurer's obligation herein to pay **Compensatory Damages** or Supplementary Payments on behalf of the **Insured** applies only to the amount of **Compensatory Damages** or Supplementary Payments in excess of any Self-Insured Retention amounts stated in the Declarations, or endorsements attached hereto, as applicable to such coverages.
- b) The terms of this insurance, including those in respect to:
  - 1) the Insurer's right and duty to defend any action seeking those **Compensatory Damages**; and
  - 2) the **Insured's** duties in the event of an **Occurrence, Claim** or action;

apply irrespective of the application of the Self-Insured Retention amount.
- c) The Insurer may pay any part or the entire Self-Insured Retention amount to effect settlement of any **Claim** or action and, upon notification of the action taken; the **Insured** shall promptly reimburse the Insurer for such part of the Self-Insured Retention amount as has been paid by the Insurer.

**4. SUPPLEMENTARY PAYMENTS:**

- 4.1 As respects insurance afforded by Coverages A-G and J and any Endorsements added herein, the Insurer shall:
- a) pay all premiums on bonds to release attachments for an amount not in excess of the applicable Limit of Liability of this policy, all premiums on appeal bonds required in any such defended action, but without any obligation to apply for or furnish any such bonds;
  - b) pay all expenses, legal fees, necessary litigation expenses incurred by the Insurer;
  - c) pay all costs taxed against the **Insured** in any such action and any interest accruing before or after entry of judgment upon that part of the judgment which is within the applicable Limits of Liability of this Insurance;
  - d) pay expenses incurred by the **Insured** for emergency medical and surgical relief to others the **Insured** deems necessary following an **Occurrence**;
  - e) reimburse the **Insured** for all reasonable expenses incurred at the Insurer's request, including actual loss of earnings up to two hundred fifty dollars (CAD250.00) per day because of time off from work;

and the amounts so incurred are in addition to the Limits of Liability but not included within the Self-Insured Retention, unless specifically stated herein, or by endorsement of this Insurance, if applicable.

However, in respect of any judgement, award, payment or settlement made in the United States of America, the amounts so incurred under the Defence & Settlement and Supplementary Payments section of this Insurance are deemed to be included within the Limits of Liability.

- 4.2 The Insurer shall be liable for all the Insurers' Surveyors Fees, Adjustment Expenses, and Legal Fees whether there is a **Claim** under this Insurance or not.





- 4.3 In respect of the liability of the **Insured** arising under lawsuits brought in or subject to the jurisdiction of any court of Law in the United States of America its territories or possessions and its judgments or orders obtained in the aforesaid Courts for enforcement in any other Court of Law whether by way of reciprocal agreement conventions or otherwise the Limits of Liability as stated in the Declarations are inclusive of all legal fees, costs and expenses.

**5. EXCLUSIONS:**

- 5.1 APPLICABLE TO ALL INSURING AGREEMENTS AND ENDORSEMENTS (EXCEPT IN RESPECT OF INSURING AGREEMENT I VOLUNTARY WORKERS COMPENSATION)

This insurance does not apply to:

A. ASBESTOS:

Liability arising out of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibres or asbestos dust, or to any obligation of the **Insured** to indemnify any party because of **Compensatory Damages** arising out of any actual or alleged liability as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibres or asbestos dust.

It is further understood and agreed that the Insurer is not obligated to defend any action or **Claim** against the **Insured** alleging **Compensatory Damages**, if such action or **Claim** arises from or is resulting from or contributed to, by any and all manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibres or asbestos dust.

It is further understood and agreed that this Insurance does not apply to any action or **Claim** either for defence or payment of any **Compensatory Damages**, punitive or economic arising out of any **Insured's** failure to disclose the presence or presumed presence of asbestos in any properties owned or occupied by the **Insured**

B. DATA / COMPUTER VIRUS:

Any liability resulting from **Data / Computer Virus**.

C. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS

Liability or expense directly or indirectly caused by, or contributed to, by or arising from:

- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being



prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon

**D. MOLD, FUNGI AND BACTERIA:**

Any liability, cost or expense that results from any:

- a) actual, alleged or threatened absorption, ingestion or inhalation of **Mold, other Fungi or Bacteria**, however caused.
- b) existence, presence, spread, reproduction, discharge or growth of **Mold, other Fungi or Bacteria**, however caused.

This exclusion applies:

- i) To **Compensatory Damages** for which the **Insured** may be held liable in any capacity; and
- ii) To any obligation of the **Insured** to share **Compensatory Damages** with or repay someone else who must pay **Compensatory Damages**.
- c) supervision, instructions, recommendations, warnings or advice given in connection with **Mold, other Fungi or Bacteria Work**;
- d) request, demand or order that any **Insured** or others perform **Mold, other Fungi or Bacteria Work**; or
- e) **Claim** or action by or for any governmental authority for **Compensatory Damages** that result from the performance of **Mold, other Fungi or Bacteria Work**.

This exclusion does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** that results from **Mold, other Fungi or Bacteria Work** which is on or part of any of the **Insured's Products** that are intended to be consumed by the public.

**E. NUCLEAR ENERGY LIABILITY:**

- a) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- b) any liability with respect to which an **Insured** under this insurance 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 insurance but for its termination upon exhaustion of its limit of liability;
- c) any liability 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 the **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**.

**F. PUNITIVE AWARDS OR DAMAGES**

Awards or damages of a punitive or exemplary nature whether in the form of fines penalties multiplication of compensatory awards or damages or in any other form whatsoever unless specifically endorsed hereon to the contrary

**G. SEEPAGE, POLLUTION AND CONTAMINATION**

1.1 liability:

- a) Directly or indirectly caused by seepage, pollution or contamination provided always that this paragraph a) shall not apply to liability where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Policy Period**;
- b) For the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden unintended and unexpected happening during the **Policy Period**;
- c) For punitive or exemplary damages in relation to a) & b) above

Provided that the foregoing shall not exclude contamination of the atmosphere, water or land arising out of:

- i) The application of pesticide chemicals or other chemicals applied in the usual course of the **Insured's** operations where such chemicals are applied by a manual or mechanical conveyance operating on land where the **Insured** is licensed to perform such operations;
- ii) Sewer back-up or the breaching of water reservoirs;
- iii) Escape of water from a municipal waterline; or

Furthermore where the **Insured's** operations include the supply of water to the public, any liability for damage arising out of such contaminated water shall not be excluded by the terms of this exclusion

- 1.2 In respect of the liability of the **Insured** arising under lawsuits brought in or subject to the jurisdiction of any court of Law in the United States of America its territories or possessions and its judgments or orders obtained in the aforesaid Courts for enforcement in any other Court of Law whether by way of reciprocal agreement conventions or otherwise:

This insurance does not apply to:

- i. liability arising out of the actual or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere in the world;
- ii. Any loss, cost or expense arising out of any direction by any other governmental body or request that Insurers, the **Insured** or any other





person or organisation test for, monitor, clean-up, remove, contain, treat, detoxify, neutralise or assess the effects of **Pollutants**; or

- iii. Any loss, cost or expense including but not limited to costs of investigation or attorney's fees, incurred by a governmental unit or any other person or organisation to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralise **Pollutants**.

However, this exclusion does not apply to **Bodily Injury, Property Damage or Personal Injury** arising out of:

Any discharge, dispersal, seepage, migration, release or escape of **Pollutants** that meets all of the following conditions:

- a. It was accidental and neither expected nor intended by the Named Insured. This condition would not serve to deny coverage for a specific incident where such discharge, dispersal, seepage, migration, release or escape of **Pollutants** was a result of an attempt by the **Insured** to mitigate or avoid a situation where substantial third party **Bodily Injury, Property Damage or Personal Injury** could occur; and
- b. It was demonstrable as having commenced on a specific date during the term of this Insurance; and
- c. Its commencement became known to the Named Insured within (7) seven calendar days and was further reported to the Risk Management Department of the Named Insured within a reasonable time frame; and
- d. Its commencement was reported in writing to Insurers within (40) forty calendar days of becoming known to the Named Insureds Risk Management Department; and
- e. Reasonable effort was expended by the Named Insured to terminate the situation as soon as conditions permitted.

However, nothing contained in this provision 2. shall operate to provide any coverage with respect to:

- a. Any site or location principally used by the **Insured**, or by others on the **Insured's** behalf, for the handling, storage, disposal, dumping, processing or treatment of waste materials;
- b. Any fines or penalties;
- c. Acid rain;
- d. Clean up, removal, containment, treatment, detoxification or neutralisation of **Pollutants** situated on premises the **Insured** owns, rents, or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**;

H. **WAR RISKS:**

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



5.2 APPLICABLE TO ANY LIABILITY ARISING OUT OF BODILY INJURY AND PROPERTY DAMAGE LIABILITY (EXCEPT IN RESPECT OF INSURING AGREEMENT I VOLUNTARY WORKERS COMPENSATION)

This insurance does not apply to:

A. AIRCRAFT

- (i) **Bodily Injury** or **Property Damage** arising out of the ownership, use, maintenance, loading, unloading or operation, by or on behalf of any **Insured** of any aircraft or any air cushion vehicle.
- (ii) **Bodily Injury** or **Property Damage** arising out of the ownership, existence, use or operation 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.

This exclusion does not apply to:

- 1) any non-operational aircraft or air cushion vehicle on the ground used in any educational program or museum display.
- 2) the operation of UAV's (Unmanned Aerial Vehicles), provided that:
  - (i) the UAVs that are restricted to 400m in altitude; and
  - (ii) UAVs have a range of no more than 1km from the operator; and
  - (iii) Operators of UAVs are either qualified where required by local aviation authority or specifically trained.
  - (iv) No cover applies for UAVs for military use
  - (v) any UAVs that are to be used in USA airspace will need specific agreement by Insurers regardless of above criteria

B. AUTOMOBILE

**Bodily Injury** or **Property Damage** arising out of the ownership, use or operation by or on behalf of the **Insured** of any **Automobile** which would require to be insured under a motor vehicle liability policy by law. This exclusion does not apply to:

- (i) equipment which may be required to carry a special license but which, if insured, is not required by law to be insured under a motor vehicle liability policy;
- (ii) **Bodily Injury** to an employee of the **Insured** arising out of and in the course of employment by the **Insured** or performing duties related to the conduct of the **Insured's** operations;
- (iii) machinery or apparatus, including its equipment mounted on or attached to an **Automobile**, while such machinery or apparatus is in actual use or operation and provided that the use or operation of such machinery or apparatus is not insured at the time under a motor vehicle liability policy.



**C. CARE, CUSTODY, CONTROL**

**Property Damage to:**

- (i) property owned or occupied by or rented to the **Insured**; property held by the **Insured** for sale; or property entrusted to the **Insured** for storage or safekeeping;
- (ii) property while on premises owned by or rented to the **Insured** for the purpose of having operations performed on such property by or on behalf of the **Insured**;
- (iii) tools or equipment while being used by the **Insured** in performing the **Insureds** operations;
- (iv) property in the custody of the **Insured** which is to be installed, erected or used in construction by the **Insured**;
- (v) that particular part of any property, not on premises owned by or rented to the **Insured**:
  - (a) upon which operations are being performed by or on behalf of the **Insured** at the time of the damage thereto or destruction thereof, arising out of such operations; or
  - (b) out of which any damage or destruction arises; or
  - (c) the restoration, repair or replacement of which has been made necessary by reason of faulty workmanship thereon by or on behalf of the **Insured**;
- (vi) the particular part of the **Insured's Products** out of which an **Occurrence** arises;
- (vii) in respects to products and completed operations, that particular part of work performed by the **Insured** out of which an **Occurrence** arises due to faulty workmanship. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on behalf of the **Insured** by a sub-contractor.

Subsections (ii), (iii), and (iv) of this exclusion shall not apply to liability assumed under a sidetrack agreement, a crossing agreement, a right of way, or other like privileges pertaining to railway property or the use of elevators or escalators at premises owned, rented or controlled by the **Insured**, or liability assumed under any easement agreement or agreement required by a Municipal by-law.

This Exclusion shall not apply to property deemed to be temporarily owned by or in the care, custody or control of the **Insured** due to non-payment of municipal taxes or due to any other legal authority of the **Insured**.

**D. CONTRACTUAL**

**Bodily Injury or Property Damage** for which the **Insured** is obligated to pay **Compensatory Damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **Compensatory Damages**:

- (i) assumed in a contract or agreement that is an **Insured Contract**, or
- (ii) that the **Insured** would have in the absence of the contract or agreement.

**E. FAILURE TO PERFORM**

**Claims** for loss of use of tangible property which has not been physically injured or destroyed, resulting from:

- (i) a delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement; or



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

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

F. INTENTIONAL ACTS

**Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to:

- (i) **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property; or
- (ii) any **Insured** who neither sanctioned, nor was a party to the causing of the **Bodily Injury** or **Property Damage**.

G. PRODUCTS RECALL

Any loss, cost or expense incurred by the **Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (i) the **Insured's Product**; or
- (ii) the **Insured's work**;

if such **Product** or **Insured's work** 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.

H. PROFESSIONAL

Any liability by any architect or engineer services for which a fee is tendered for compensation or remuneration for such services outside the scope of the **Insured's** regular operations.

This exclusion shall not apply to the provision of the **Insured's** normal operations including, but not limited to, granting development, construction or occupancy permits, checking construction plans or making construction inspections;

I. SEXUAL ABUSE

To liability arising out of **Sexual Abuse**.

J. WATERCRAFT

**Bodily Injury** or **Property Damage** arising out of the ownership, use, maintenance, loading, unloading or operation by or on behalf of the **Insured** of any watercraft over 15 meters, other than the **Insured's** liability for watercraft chartered by, used by or on behalf of the **Insured** and used in connection with operations usual or incidental to the **Insured's** business where the **Insured** do not own or operate the watercraft, or watercraft while ashore on premises the **Insured** owns or rents.

This exclusion shall not apply to **Bodily Injury** sustained by any employees of the **Insured** while acting on behalf of the **Insured**



**K. WORKERS COMPENSATION**

The liability imposed upon or assumed by the **Insured** under any workers' compensation statute or for an assessment by any workers' compensation board, unemployment compensation or disability benefits law except, however, this exclusion shall not apply to **Claims** arising out of the legal liability imposed upon the **Insured** at common law, or as extended by statute, for injuries to employees of the **Insured**, nor shall this exclusion apply to **Claims** arising out of any liability assumed by the **Insured** under contract.

**L. FETAL ALCOHOL**

Bodily injury to any foetus, unborn child, or child caused by the consumption, by the other to be during pregnancy, of any alcoholic beverage

**5.3 APPLICABLE TO INSURING AGREEMENT B: PERSONAL INJURY AND ADVERTISING INJURY**

This insurance does not apply to:

**A. PERSONAL INJURY AND ADVERTISING INJURY SPECIFIC EXCLUSIONS**

**1) Personal Injury or Advertising Injury:**

- (i) arising out of oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity, however, this exclusion shall not apply to an **Insured** who neither sanctioned nor had knowledge nor was a party to this;
- (ii) arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**;
- (iii) arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Insured**;
- (iv) 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; or
- (v) arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

**2) Advertising Injury arising out of:**

- (i) breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (ii) the failure of goods, products or services to conform with advertised quality or performance;
- (iii) the wrong description of the price of goods, products or services; or
- (iv) an offense committed by an **Insured** whose full time business is advertising, broadcasting, publishing or telecasting.



5.4 APPLICABLE TO INSURING AGREEMENT C: TENANTS' LEGAL LIABILITY

This insurance does not apply to:

- a) **Property Damage** expected or intended from the standpoint of the **Insured**;
- b) **Property Damage** for which the **Insured** is obligated to pay **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) **Property Damage** for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.

5.5 APPLICABLE TO INSURING AGREEMENT D: INCIDENTAL MEDICAL MALPRACTICE LIABILITY

This insurance does not apply to:

- (1) any expenses incurred by the **Insured** for emergency medical and surgical relief to others the **Insured** deems necessary following an accident;
- (2) Claims covered under a more specific medical malpractice insurance policy;

5.6 APPLICABLE TO INSURING AGREEMENT E: MARINA OPERATORS LEGAL LIABILITY

This insurance does not apply to:

- (a) loss of or damage to property owned by or leased to the **Insured** or held on consignment or held for sale;
- (b) loss or damage caused by or resulting from exceeding the registered or rated lifting capacity of any lift device, marine railway or drydock;
- (c) loss or damage caused by any vessel or craft owned by or chartered by the **Insured** or held on consignment or held for sale;
- (d) wrongful conversion or infidelity of the **Insured** or employees of the **Insured**;
- (e) demurrage loss of time, loss of charter and/or similar and/or substituted expense;

5.7 APPLICABLE TO INSURING AGREEMENT F: FIREFIGHTING EXPENSES

This insurance does not apply to:

- (a) **Firefighting Expenses** of the **Insured** or agents;
- (b) **Firefighting Expenses** of contractors or sub-contractors engaged by the **Insured** at the time loss first occurs;
- (c) Expenses, fines or penalties for which the **Insured** is liable by reason of failure to comply with any statute, permit, rule or regulation;
- (d) Liability assumed by the **Insured** under the contract or agreement, except liability of the **Insured** that would have existed in the absence of such contract or agreement;
- (e) Any action brought against any of the **Insureds** by any other **Insured** or **Insureds** under this policy in respect to the recovery of **Firefighting Expenses**;



- (f) **Firefighting Expenses** of others on behalf of the **Insured** where more specific coverage has been purchased and is available to the **Insured**;

#### 5.8 APPLICABLE TO INSURING AGREEMENT H: VOLUNTARY MEDICAL PAYMENTS

This insurance does not apply to expenses for **Bodily Injury**:

- a) To any **Insured**;
- b) To a person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**;
- c) To a person injured on that part of premises owned or rented by the **Insured** that the person normally occupies;
- d) To a person, whether or not an employee of any **Insured**, who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law;
- e) The payment of which is prohibited by law;
- f) Included within the **Products-Completed Operations Hazard**;
- g) Excluded under Insuring Agreement A.

#### 5.9 APPLICABLE TO INSURING AGREEMENT J: EMPLOYEE BENEFITS PROGRAMS ERRORS AND OMISSIONS LIABILITY

This insurance does not apply to:

- a) Any proven dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
- b) **Bodily Injury** or **Property Damage**;
- c) Any **Claim** arising out of the failure or performance by any insurer of any Employee Benefits Program;
- d) Any claim based upon the **Insured's** failure to comply with the requirements of any workers' compensation, unemployment insurance or government pension plan laws or any similar laws;
- e) Any **Claims** based upon:
  - (i) Failure of stock to perform as represented by the **Insured**;
  - (ii) Advice given by an **Insured** to an employee to participate or not to participate in stock subscription plans; or
  - (ii) Any actual or alleged violation of responsibilities, duties or obligations imposed by the Pension Benefits Standards Act (Canada), the Employee Retirement Income Security Act (United States) or any similar provisions of any federal, provincial, territorial, state or local statutory law or common law governing any pension, profit sharing, or other employee benefits plan of the **Insured**.





**6. GENERAL CONDITIONS:**

**6.1 ACTION AGAINST INSURER:**

No action shall lie against the Insurer unless, as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Insurer. 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 Liability. Nothing contained in this policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the Insured to determine the Insured's liability.

**6.2 ASSISTANCE AND CO-OPERATION OF THE INSURED:**

Whenever required by the Insurer, the **Insured** shall aid in securing information, evidence, obtaining witnesses, and cooperate with the Insurer in all matters which the Insurer may deem necessary in the defense of any **Claim**, action or appeal of any judgement which is or is likely to be the subject of indemnity under this insurance.

The **Insured** shall not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such emergency medical and surgical relief to others the Insured deems necessary following an **Occurrence**.

**6.3 ASSIGNMENT:**

No **Claim** or interest in this insurance may be assigned or transferred and no person except a legally appointed Receiver of the property of the **Insured** shall acquire any rights against the Insurer by virtue of this insurance without the express consent of the Insurer.

**6.4 BREACH OF CONDITIONS:**

Any act or omission on the part of one or another of the **Insureds** under this policy shall not prejudice the rights or interests of any other **Insured**.

**6.5 CANCELLATION:**

This policy may be cancelled at any time at the request of the first Named **Insured** shown in the Declarations subject to the Standard Short Rate Table.

This policy may be cancelled at any time by the Insurer giving to the first Named **Insured** shown in the Declarations a hundred and twenty (120) days' notice, of cancellation by registered mail. The notice period follows the receipt of the registered letter at the post office to which it is addressed. The Insurer shall refund the excess of paid premium above the pro rata premium for the time the policy has been in force as soon as the amount of same has been ascertained.

For additional **Insureds** shown on certificates of insurance, the Insurer will provide notice of such cancellation according to the provisions of such certificates.

In this condition the expression "paid premium" means premium actually paid by the **Insured** to the Insurer or its agent and does not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the **Insured**. The expression "registered" shall mean registered within or without Canada.





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 Canada. Written notice may be given to the first Named **Insured** shown in the Declarations by registered letter addressed to them at their last post office address notified to the Insurer or, where no address is notified and the address is not known, addressed to them at the post office of the agency, if any, from which the application was received.

In all provinces and territories other than Quebec, if notice is mailed, termination takes effect as stated above after receipt of the letter by the post office to which it is addressed. Proof of mailing will be sufficient proof of notice.

In Quebec, termination takes effect the number of days specified above after receipt of the notice at the last known address of the first Named **Insured**.

In the event of cancellation due to non-payment of premium, the cancellation provisions will be Fifteen (15) days notice.

#### 6.6 CLAIM CONTROL:

The Insurer shall at any time be entitled but not obliged to control or take over the conduct of the investigation, defense and settlement of any action, **Claim** or proceeding against the **Insured** which is or is likely to be the subject of indemnity under this insurance.

If the Insurer considers that a **Claim** made against the **Insured** should not be contested then the Insurer shall be entitled at any time to give an undertaking to the **Insured** to indemnify them for a sum equivalent to the Limit of Liability in this policy or such lesser sum as would have been payable under this insurance had the **Claim** been settled at that time. Thereupon the Insurer shall relinquish any control or conduct of the investigation or defense of the **Claim** and shall thereafter have no further liability in respect of the **Claim** for costs, charges or expenses incurred subsequent to the giving of the undertaking.

#### 6.7 CURRENCY:

All dollar amounts used herein are in Canadian Currency and premiums shall be paid and all losses adjusted and paid in Canadian Currency.

#### 6.8 CONTRA PROFERENTEM:

The language of this policy shall be considered the language of the Insurer.

#### 6.9 CROSS LIABILITY:

The insurance afforded by this policy shall apply to any action brought against any of the **Insured's** by any other **Insured** in the same manner as though separate policies were issued to each.

#### 6.10 DECLARATIONS:

By acceptance of this policy the **Insured** agrees that the statements in the Declarations are the **Insureds** agreements and representation, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Insured** and the Insurer or any of its agents relating to this policy.

#### 6.11 INSPECTION AND AUDIT:

The Insurer shall be permitted to inspect the **Insured** premises, operations and elevators and to examine and audit the **Insured's** books and records at any time during the **policy period** and any extension thereto and within three (3) years after the final termination of this policy, as far as they relate to the premium basis or the subject matter of this insurance. Neither the Insurer's right to make inspections nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf



of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe.

6.12 IN REM:

Coverage provided by this policy shall not be denied solely on the basis that the **Claim** or action brought against the **Insured** is based upon an *in rem* proceeding.

An action *in rem* shall be considered an action *in personam*.

6.13 INSURANCE CHANGES:

The first Named **Insured** shown in the Declarations is authorized to agree to changes in the terms of this policy.

No provision or condition of this policy shall be waived or altered except by endorsement attached hereto and duly signed by the Insurer or its authorized representative.

6.14 NOTICE OF CLAIM OR ACTION:

If a **Claim** is made or action is brought against the **Insured**, the **Insured** shall forward to the Insurer or any of its authorized agents as soon as practicable every demand, notice, summons or other process received by the **Insured's** Risk Manager or person of similar stature.

A **Claim** will have deemed to have been made when notice of such **Claim** is received and recorded by any Insured or by the Insurer, whichever comes first.

6.15 NOTICE OF OCCURRENCE:

In the event of any **Occurrence** likely to give rise to a **Claim** hereunder written notice thereof shall be given by or on behalf of the **Insured** to the Insurer or any of its authorized agents as soon as practical after notice thereof has been received by the **Insured's** Risk Manager or person in other designated position notified to the Insurer. Such notice shall contain reasonably obtainable information respecting the time, place and circumstances of the **Occurrence**, the names and addresses of the injured and of available witnesses.

6.16 OTHER INSURANCE:

The insurance afforded by this Policy shall apply in excess of, and will not contribute with, any other valid and collectible insurance available to the **Insured** by virtue of being included as an **Insured** under insurance provided by others whether such insurance is stated to be primary, contributory, excess, contingent or otherwise unless such insurance is specifically written to apply excess of this insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, contributory, excess, contingent or otherwise, the Insurer shall not be liable under this Policy for a greater proportion of the loss than is stated in the applicable contribution provision below:

a) Contribution by Equal Shares:

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

b) Contribution by Limits:



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

Notwithstanding the above the Insurer agrees collection in full of the amount of loss which would otherwise have been recoverable hereunder and agrees to advance the amount of loss as a loan, without interest, repayable only in the event of and to the extent of recovery from such other insurance.

In the event that the Insured has in force a separate, specific, environmental liability policy it is not deemed as more specific hereto and cover under said policy shall apply in excess of and with difference in conditions cover to this Policy

#### 6.17 PREMIUM:

The first Named **Insured** shown in the Declarations:

- a) is responsible for the payment of all premiums;
- b) will be the payee for any return premiums from the Insurer.

#### 6.18 RECORDS:

The **Insured** shall keep complete and accurate records of all gross charges for operations covered in this policy and shall make these records available to the Insurer on request.

#### 6.19 RECOVERY:

Where a recovery is sought and obtained from any third party, the **Insured** shall participate in the proportion which the Policy self-insured retention bears toward the total sum claimed against the third party and the Insurer shall participate on a like basis so far as the insured proportion of such a **Claim** is concerned. Costs or other legal expenses shall be apportioned in a like manner.

#### 6.20 SETTLEMENT:

It is expressly understood that no liability shall attach under this insurance until the liability of the **Insured** has been determined by a final judgment against the Insured or by agreement between the Insured and the Third Party Claimant with the written consent of the Insurer.

#### 6.21 SEVERABILITY OF INTERESTS:

Where there is more than one **Insured** nothing herein shall operate to increase the Insurer's liability, as set forth elsewhere in this policy, beyond the amount or amounts for which the Insurer would be liable if there had been only one **Insured**.

#### 6.22 SUBROGATION:

The Insurer shall be subrogated to the extent of any payment under this policy to all the **Insured's** rights of recovery therefore against any person or organization, and the **Insured** shall execute all papers required and shall do everything necessary to secure such rights. However, the insurance granted under this policy shall not be prejudiced in the event the **Insured** is unable to subrogate such rights to the Insurer and further the Insurer shall have no right to subrogation against any **Insured** hereunder, nor against any person or organization in respect of which the **Insured** has assumed liability or waived subrogation under any contract or agreement.



**6.23 SUE AND LABOUR:**

In the case of any loss or misfortune, it shall be lawful and necessary for the **Insured**, their factors, servants and assigns to sue, labour and travel for in and about the defense, safeguard and recovery of the said property or any part thereof, without prejudice to this insurance, the charges whereof the Insurer will pay their proportion as provided herein. Provided always that the amount recoverable hereunder shall not exceed the Limit of Liability in this policy. It is specifically understood and agreed that no act of the Insurer or the **Insured** in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

**6.24 TERMS OF POLICY CONFORMED TO STATUTE:**

Terms of this policy which are in conflict with the statutes of the province or territory wherein this policy is issued are hereby amended to conform to such statutes. It is warranted that the coverage provided hereunder is not less broad than that called for under any applicable act, statute of government or regulations thereunder.

**6.25 CLAIMS MADE COVERAGE CONDITIONS**

1. If the Insurer cancels or refuses to renew this policy for reasons other than non-payment of the premiums due hereunder, the **Insured(s)** shall have the right within forty-five (45) days of the effective date of the cancellation or expiry of this policy and upon payment of five percent (5%) of the **Inception Premium** of this policy, to an extension of all claims made coverage's granted by this policy and attached endorsements for **Claims** made against the **Insured** during the period of two (2) years after the effective date of such cancellation or non-renewal. One single payment will extend all coverage's provided under the claims made Insuring Agreements in this policy and attached endorsements. This clause shall not increase the Limits of Liability available under each Insuring Agreement or endorsement.
2. The Insurer shall not be liable to make any payment in connection with any **Claim** made against any **Insured**: based upon, arising out of relating to, directly or indirectly resulting from or in consequence of, or in any way involving any prior and/or pending civil, criminal, administrative or investigative proceeding involving the **Insured** and known to the **Insured** as of the Retroactive Date stated herein, or any fact, circumstances or situation underlying or alleged in such prior or pending proceeding.

**7. DEFINITIONS:**

As used in this policy:

- A. **ABDUCTION** (*applies to Endorsement CAL, if attached*):

**Abduction** means the wrongful and illegal seizure of a **Child**, by someone other than **Parent(s)**, or an agent thereof, from the **Insureds** premises without a demand for a ransom.

- B. **ADMINISTRATION**

**Administration** means:

- (i) Giving counsel to employees with respect to the **Employee Benefits Programs**;
- (ii) Interpreting **Employee Benefits Programs**;
- (iii) Handling of records in connection with **Employee Benefits Programs**;





- (iv) Effecting enrollment, modification, termination or cancellation of **Employee Benefits Programs**.

C. ADVERTISING INJURY:

**Advertising Injury** means the same injurious material or act regardless of the frequency of repetition thereof or the number or kind of media used arising out of one or more of the following offences:

- a) Libel, slander or defamation;
- b) Invasion of rights of privacy;
- c) Misappropriation of advertising ideas or style of doing business;
- d) Infringement of copyright, title, trade dress or slogan;
- e) Product disparagement;
- f) Piracy;
- g) Unfair competition;
- h) Idea misappropriation; or
- i) Any of the foregoing alleged by any other name;

committed, or alleged to have been committed, in any advertisement, publicity article, broadcast, telecast or webcast and resulting from the **Insured's** advertising activities.

D. AUTOMOBILE:

**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.

E. BODILY INJURY:

**Bodily Injury** means physical injury, sickness or disease, mental suffering, mental injury, mental anguish and shock sustained by a person, including death resulting from any of these at any time.

F. CHILD(*applies to Endorsement CAL, if attached*):

**Child** means a child under the care, custody and control of the **Insured** by registration or enrolment and/or a newly born child delivered on the **Insured's** premises. A **Child** must be 16 years of age or under at the time of an abduction.

G. CLAIM:

**Claim** means any:

- (a) action, suit or regulatory proceeding served upon or issued against the Insured;
- (b) arbitration, mediation or any other form of alternative dispute resolution proceedings against the Insured;
- (c) monetary demand made upon or issued against the Insured; or
- (d) written allegation communicated to the Insured including any request for non-monetary relief.



H. COVERAGE TERRITORY:

**Coverage Territory** means anywhere in the world.

I. COVERED EVENT (*applies to Endorsement AEL, if attached*):

**Covered Event** means an act under:

- (i) dispute arising out of selling goods or the providing of services;
- (ii) disciplinary hearings;
- (iii) a provincial statute;
- (iv) tax investigations;

**Covered Event** does not mean acts falling within:

- (a) the Province or Territory Highway Traffic Act or any similar statute;
- (b) the Municipal Conflict of Interest Act (Provincial or Territorial) or any similar statute;
- (c) any disputes arising out of employment; or
- (d) any disputes arising out of Breach of Contract.

J. COMPENSATORY DAMAGES:

**Compensatory Damages** means settlements and judgments, including; provided however, **Compensatory Damages** shall not include taxes, criminal or civil fines or penalties imposed by law, or any matter which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

K. CRISIS (*applies to Endorsement CML, if attached*):

**Crisis** means an event which:

- (i) happens while this agreement is in effect;
- (ii) is unexpected;
- (iii) occurs infrequently; and

causes **Harm** to the **Insured** or their operations.

L. CRISIS MANAGEMENT SERVICES (*applies to Endorsement CML, if attached*):

**Crisis Management Services** means the actual and necessary expenses the Insured incurs to mitigate, prevent, or decrease **Harm** resulting from a **Crisis**

M. DATA / COMPUTER VIRUS

**Data / Computer Virus** means any of the pieces of computer code described below that is introduced or loaded into the memory or storage of any computer component, equipment, program or system and that destroys, alters, contaminates or degrades the integrity, quality or performance of data or any computer application software, computer network or computer operating system and related software:



- a) Any piece of computer code that is not part of either the original program or computer code; any updates, modifications or enhancements to or customization of the original program or code; or any purchased add-ins, patches, plug-ins or other software designed to work with or enhance the original program or computer code or any of its subsequent updates, modifications or enhancements.
- b) Any piece of computer code that is part of such program, code or software but was deliberately and maliciously added to, included in or embedded into it.

**N. EMPLOYEE BENEFITS PROGRAMS**

**Employee Benefits Programs** includes, but is not limited to, group and optional individual life insurance, group accident or health insurance, health care spending accounts, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, social security, disability benefits insurance, medical plans, dental plans, optical plans, individual or group savings plans, travel or vacation plans, group home or automobile insurance plans, personal insurance mass merchandising plans, employee credit unions, employee trusts and any other similar plans.

**O. EMPLOYMENT-RELATED PRACTICES** (*applies to Endorsement AEL & EPL, if attached*):

**Employment-Related Practices** means:

- (i) violation of federation, provincial, territorial, state or local laws prohibiting employment discrimination; or
- (ii) actual or constructive termination of an employment relationship in a manner which is alleged to have been against the law or wrongful (hereafter referred to as Wrongful Dismissal);
- (iii) actual or alleged wrongful demotion, evaluation, reassignment, refusal to employ, failure to promote deprivation of a career opportunity, or discipline;
- (iv) actual or alleged negligent hiring, retention or supervision;
- (v) actual or alleged breach of an express written employment agreement;
- (vi) actual or alleged violation of any provincial Family, Medical, Vacation or Military Leave provisions
- (vii) actual or alleged misrepresentation, false imprisonment, detention or malicious prosecution in connection with an employment decision;
- (viii) actual or alleged failure to employ or promote, train, create or enforce adequate workplace or employment policies and procedures, or grant tenure or seniority.
- (ix) other employment related act, error or omission, including libel, slander, defamation, misrepresentation, failure to supervise, coercion and wrongful discipline except as defined under **Personal Injury**.

**P. FIRE FIGHTING EXPENSES**

**Fire Fighting Expenses** shall mean the liability imposed upon the **Insured** by law or statute for Fire Fighting expenses incurred by any authority or any person other than the **Insured**

**Q. FISSIONABLE SUBSTANCE**

The term **Fissionable Substance** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.



R. HARM (*applies to Endorsement CML, if attached*):

**Harm** means:

- (i) a disruption in the service the **Insured** provides to their customers or constituents;
- (ii) a real or imagined threat to the **Insured**;
- (iii) an impediment to the **Insured's** usual ability to withstand the pressures of daily operation;
- (iv) an unusually intense emotional reaction;
- (v) an interference in the **Insured's** ability to function during or after the **Crisis**; or
- (vi) damage or potential damage to the **Insured's** reputation

S. INCEPTION PREMIUM:

**Inception Premium** means the dollars amount shown in the Declarations.

T. INCIDENTAL GARAGE OPERATIONS

**Incidental Garage Operations** shall mean those incidental operations of the Insured in connection with the maintenance of **Automobiles**, and/or their accessories or equipment,

U. INCIDENTAL MEDICAL MALPRACTICE INJURY

**Incidental Medical Malpractice Injury** means **Bodily Injury** arising out of the rendering of or failure to render, during the policy of insurance, the following services:

- (a) medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith;
- (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 (a) and (b) above.

V. INSURED:

**Insured** means:

- a) The Named **Insured** as stated in the Declarations, and any partnership, corporation, joint venture or other interest directly or indirectly owned, controlled or operated by the **Insured** or for which the Named **Insured** is responsible for arranging insurance;
- b) Any past, present or future directors, officers, stockholders, employees, members, leased or temporary workers, volunteer or gratuitous workers, partners, members, trustees, agents, representatives, or any other persons for which the Named **Insured** is responsible for arranging insurance, all while acting within the scope of their duties as such;
- c) Any partnership, corporation, joint venture or other interest which may have previously existed or be hereafter acquired or constituted over which the **Insured** exercised or exercises control or for which the Named **Insured** was or is responsible for arranging insurance;
- d) Boards, Commission and Special Purpose Bodies of the Municipalities which are either:
  - (i) established by and answerable to the Council of such Municipality; and/or;





- (ii) where all members of such Board, Commission or Special Purpose Body are appointed by the Council of such Municipality;
- e) Any member or officer of a Council or Committee of Council, officer, director or employee of the Municipality, Board or Commission while acting on behalf of the **Insured**, or any former member or officer of a Council or Committee of Council, or former officer, director or employee of the Municipality, Board or Commission, with respect to acts performed on behalf of the **Insured** in that capacity;
- f) Other Boards, Commissions, Special Purpose Bodies, persons and/or organizations whose interests are specifically endorsed onto this Policy as an **Insured**;
- g) Any Municipality or School Authority and any persons elected to the Council of the Municipality or Board of the School Authority;
- h) Any student (or former student while under the direction of the Insured) including while participating in Work Experience Programs, student councils or acting within the scope or instructions laid down by the School Board;
- i) Further Education Counsels and/or Societies.
- j) The **Insured's** estate, heirs, legal representatives or assigns of the deceased **Insured**;
- k) Contract employees of the **Insured** while acting within their duties as such and under the terms of their contract with the **Insured**;
- l) Any person or organization while acting as the **Insured's** real estate manager;
- m) Any social or recreational clubs or associations of the employees of the **Insured** and their respective directors, officers, members and active non-members while acting on behalf of such employee club or association;
- n) Each person, firm, corporation or government body or owners of property where the terms of the agreement require the **Insured** to provide insurance on behalf of the owner, but only with respect to liability arising out of the ownership of such property;
- o) Boards, commissions, societies, associations, committees and special purpose bodies established by and answerable to the Council of such Aboriginal Band;
- p) Any persons elected to the Council of the Aboriginal Band with respect to acts performed on behalf of the **Insured**;
- q) Additional Insureds as shown on certificates of insurance, however, only with respect to the operations of the **Insured**;
- r) Any **Insured** while working on another board (as part of their duties) whether insured by this policy or not.
- s) Any physician, dentist or nurse, but only while acting on behalf of the **Insured** in connection with the **Business** and only with respect to coverage provided under **Incidental Medical Malpractice Liability**.

**W. INSURED CONTRACT:****Insured contract** means:

- a) A lease of premises;



- b) A sidetrack agreement;
- c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d) Any other easement agreement;
- e) An indemnification of another municipality as required by ordinance, except in connection with work for such municipality;
- f) An elevator maintenance agreement;
- g) Any agreement assuming the liability of others except wherein the **Insured** has assumed the liability for the negligence of their indemnity;
- h) That part of any other contract or agreement pertaining to the **Insured's** operations under which the **Insured** assumes the tort liability of another to pay **Compensatory Damages** to a third party or organization, if the contract or agreement is made prior to the **Occurrence**. Tort liability means a liability that would be imposed by law in absence of any contract or agreement.

X. INSURED'S PRODUCT:

The **Insured's Product** means:

- a) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (i) the **Insured**;
  - (ii) others trading under the **Insured's** name; or
  - (iii) a person or organization whose business or assets the **Insured** has acquired; and
- b) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

The **Insured's Product** includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a) and b) above.

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

Y. INSURED'S WORK:

The **Insured's Work** means:

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

The **Insured's Work** includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a) or b) above.

Z. JUDICIAL PROCEEDING(S) (*applies to Endorsement AEL, if attached*):

**Judicial Proceeding(s)** contained in the insuring agreements shall include administrative hearing, inquiry, inquest or similar investigation or an arbitration proceeding.



AA. MARINA LIABILITIES

**Marina Liabilities** means, notwithstanding Exclusion 5.2.C. Care, Custody and Control and Exclusion 5.2.J. Watercraft, the **Insureds** liability for loss or damage to private vessels or watercraft which are in the care custody and control of the Insured;

BB. MEDICAL EXPENSES

**Medical Expenses** shall mean reasonable expenses for:

1. First aid
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

Resulting from an accident, provided however, the accident occurs

1. on premises owned or rented by the **Insured**;
2. on ways next to premises owned or rented by the **Insured**; or
3. because of the **Insured's** operations;

provided that:

1. the **Medical Expenses** are incurred and reported to the Insurer within one (1) year of the date of the accident; and
2. the injured person submits to examination, at the Insurer's expense, by physicians of the Insurer's choice as often as the Insurer reasonably requires.

The Insurer will make these payments regardless of fault.

CC. MOLD, OTHER FUNGI OR BACTERIA

**Mold, Other Fungi or Bacteria** means:

- 1) Any type or form of mold, other fungus or bacterium; or
- 2) Any mycotoxin, spore, scent or by-product that is produced, emitted or released by such mold, other fungus or bacterium.

DD. MOLD, OTHER FUNGI OR BACTERIA WORK

**Mold, Other Fungi or Bacteria Work** means:

- (i) The testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing of any **mold, other fungi or bacteria**; or
- (ii) The responding to or assessing in any way the effects of any **mold, other fungi or bacteria**;

EE. NUCLEAR ENERGY HAZARD

The term **Nuclear Energy Hazard** means the radioactive, toxic, explosive, or other hazardous properties of **Radioactive Material**;

**FF. NUCLEAR FACILITY**

The term **Nuclear Facility** means:

- a) Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- b) Any equipment or device designed or used for:
  - (i) Separating the isotopes of plutonium, thorium, and uranium, or any one or more of them, 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.

**GG. OCCURRENCE:**

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**HH. PARENT(S) (*applies to Endorsement CAL, if attached*):**

**Parent(s)** mean the legal guardian of the **Child**, including without limitation natural mother or father, or step-mother or step-father, or foster mother or foster father of the child.

**II. PERSONAL INJURY:**

**Personal Injury** means injury, including consequential **Bodily Injury**, arising out of one or more of the following offences:

- a) False arrest, detention or imprisonment;
- b) Malicious prosecution;
- c) Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies;
- 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) Humiliation;
- g) Libel, slander or defamation of character;



h) Discrimination, unless insurance therefore is prohibited by law.

JJ. POLICY PERIOD:

**Policy Period** means the period described in the Declarations, or as otherwise specified in any attached endorsement amending the inception and/or expiry date of this policy.

KK. POLLUTANTS

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

LL. PRODUCTS-COMPLETED OPERATIONS HAZARD:

a) **Products-completed operations hazard** includes all **Bodily Injury** and **Property Damage** occurring away from premises the **Insured** owns or rents and arising out of the **Insured's Product** or the **Insured's Work** except:

- (i) products that are still in the **Insured's** physical possession; or
- (ii) work that has not yet been completed or abandoned.

The **Insured's Work** will be deemed completed at the earliest of the following times:

- (i) when all of the work called for in the **Insured's** contract has been completed;
- (ii) when all of the work to be done at the site has been completed if the **Insured's** contract calls for work at more than one site;
- (iii) when that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor 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) This hazard does not include **Bodily Injury** or **Property Damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

MM. PROPERTY DAMAGE:

**Property Damage** means:

- a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss 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.

NN. RADIOACTIVE MATERIAL

**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;



OO. SEXUAL ABUSE:

**Sexual Abuse** means any form of contact, attention, demands, or a pattern of jokes or insults in which a person has not voluntarily consented and is threatened, coerced, harassed or forced to engage against their will constituting a sexual offence under the Criminal Code of Canada or similar statute.

PP. VOLUNTARY COMPENSATION BENEFITS

**Voluntary Compensation Benefits** means those sums the **Insured** would pay to a **Volunteer Worker** if, while working as a volunteer for the **Insured** such **Volunteer Worker** sustains **Bodily Injury**, under circumstances which would have rendered the **Insured** liable for compensation if the injured **Volunteer Worker** and the **Insured** had been subject to a **Workers Compensation Law** with respect to such volunteer work.

For the purpose of establishing the benefits payable under this Coverage, **Volunteer Workers** are deemed to earn salary or wages equal to that earned in their normal employment subject to a maximum of fifty thousand dollars (\$50,000.00) per annum or one hundred thousand (\$100,000.00) per claim, including expenses. Those **Volunteer Workers** with no earnings shall be deemed to earn the minimum wage in the province or territory where their work is performed.

QQ. VOLUNTEER WORKER:

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

RR. WEEKLY INDEMNITY:

**Weekly indemnity** means two-thirds of the **Volunteer Worker's** weekly wage earned in their normal employment at the date of the accident, but not exceeding in any event the sum of six hundred and forty one dollars (\$641.00) per week.

SS. WRONGFUL ACT (*applies to Endorsement AEL, if attached*):

**Wrongful Act** means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, misrepresentation, omission or act in the discharge of the **Insured's** duties.





**SCHEDULE OF BENEFITS**

- ITEM 1. LOSS OF LIFE:**  
In the event of death of such **Volunteer Worker** resulting from such **Bodily Injury** within a period of twenty-six (26) weeks after the date of the accident the Insurer will pay:
- (a) to dependents of the **Volunteer Worker** who were wholly dependent upon him, an amount equal to one hundred (100) times the **Weekly Indemnity** in addition to the benefits provided under Item 2 up to the date of death; and
  - (b) the actual funeral expenses for the **Volunteer Worker**, but not exceeding in any event the sum of ten thousand dollars (\$10,000.00).
- ITEM 2. TEMPORARY TOTAL DISABILITY:**  
If such **Bodily Injury** shall, within fourteen (14) days from the date of the accident totally and continuously disable the **Volunteer Worker** and prevent him from performing any and every duty pertaining to his occupation or employment the Insurer will pay **Weekly Indemnity** for the period of such disability, or for twenty six (26) weeks, whichever is the lesser. Provided, however, that if the period of such disability is less than six (6) weeks, no benefit under this Item 2 shall be payable for the first seven (7) days of such disability.
- ITEM 3. PERMANENT TOTAL DISABILITY:**  
If within twenty six (26) weeks from the date of the accident and as a direct result of such **Bodily Injury**, the **Volunteer Worker** shall be deemed permanently and totally disabled by medical evidence satisfactory to the Insurer, the Insurer will pay, in addition to the benefits provided under Item 2, **Weekly Indemnity** for a further period of one hundred (100) weeks.
- ITEM 4. DISMEMBERMENT BENEFITS:**  
If such **Bodily Injury** shall within twenty six (26) weeks from the date of the accident result in the **Volunteer Worker** sustaining any one or more of the incapacities listed hereinafter in the Schedule of Incapacities the Insurer will pay **Weekly Indemnity** for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Item 2 but in no event shall it be payable in addition to the benefits provided by Items 1 and 3. The total amount payable under this Item 4 for one or more incapacities shall not exceed one hundred (100) times the **Weekly Indemnity**.
- ITEM 5. MEDICAL EXPENSES:**  
If such **Bodily Injury** shall necessitate medical or surgical treatment or confinement to hospital, the Insurer will pay IN ADDITION TO ALL OTHER BENEFITS provided by this Coverage:
- (a) the cost of the necessary medical, surgical, pharmaceutical and hospital services (excluding all services available under any hospital insurance act or statute) in accordance with the scale of charges provided by the workers' compensation act of the province or territory in which the accident occurred, not to exceed in all, in any event, the sum of ten thousand dollars (\$10,000.00) during a period not exceeding twenty six (26) weeks from the date of the accident; and in addition; and
  - (b) The cost of supplying or the reasonable renewing of prosthetic or orthopaedic appliances as may be necessary for a period not exceeding fifty two (52) weeks from the date of the accident.



**SCHEDULE OF INCAPACITIES**

**LOSS OR TOTAL IRRECOVERABLE LOSS OF USE OF:**

<b><u>DIVISION A</u></b>			<b><u>No. of Weeks</u></b>
1.	Arm:		
	(a)	At or above elbow .....	100
	or		
	(b)	Below elbow .....	80
2.	Hand:		
	(a)	At wrist .....	80
3.	Fingers:		
	(a)*	Thumb:	
		(i) At or above the second phalangeal joint .....	25
		or	
		(ii) Below the second phalangeal joint, involving a portion of the second phalange.....	18
	(b)*	Index Finger:	
		(i) At or above the second phalangeal joint.....	25
		or	
		(ii) At or above the third phalangeal joint.....	18
		or	
		(iii) Below the third phalangeal joint, involving a portion of the third phalange.....	12
	(c)*	Any other finger:	
		(i) At or above the second phalangeal joint.....	15
		or	
		(ii) At or above the third phalangeal joint .....	8
		or	
		(iii) Below the third phalangeal joint, involving a portion of the third phalange. ....	5

NOTE: For a combination of two or more of the incapacities marked with a \* the total amount payable under this division shall not exceed eighty (80) times the **Weekly Indemnity**.





<b>DIVISION B</b>			<u>No. of Weeks</u>
1.	Leg:		
	(a)	At or above knee .....	100
		or	
	(b)	Below knee .....	75
2.	Foot:		
	(a)	At ankle .....	75
3.	Toes:		
	(a)**	Great toe:	
		(i) At or above the second phalangeal joint.....	15
		or	
		(ii) Below the second phalangeal joint, involving a portion of the second phalange.....	8
	(b)**	Any other toe:	
		(i) At or above the second phalangeal joint.....	10
		or	
		(ii) At or above the third phalangeal joint.....	5
		or	
		(iii) Below the third phalangeal joint, involving a portion of the third phalange.....	3
NOTE: For a combination of two or more of the incapacities marked with a ** the total amount payable under this division shall not exceed thirty five (35) times the <b>Weekly Indemnity</b> .			
<b>DIVISION C</b>			<u>No. of Weeks</u>
1.	Eyes:		
	(a)	One eye .....	50
		or	
	(b)	Both eyes .....	100
<b>DIVISION D</b>			<u>No. of Weeks</u>
2.	Ears:		
	(a)	Hearing of one ear .....	25
		or	
	(b)	Hearing of both ears .....	100
2.	Ears:		
With respect to this Coverage only the Common Exclusions stated elsewhere in this policy are deleted.			



**Endorsement No. AE1**

**ADMINISTRATIVE ERRORS AND OMISSIONS LIABILITY**

**THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS WRITTEN ON A CLAIMS-MADE BASIS AND COVERS ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD. PLEASE READ THE COVERAGE TERMS AND CONDITIONS CAREFULLY.**

**ADMINISTRATIVE ERRORS AND OMISSIONS LIABILITY**

**SUBJECT TO THE CLAIMS MADE COVERAGE CONDITIONS**

**1. INSURING AGREEMENTS:**

**A. Wrongful Acts**

The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **Compensatory Damages** on account of any **Claim** made against the **Insured** caused by a **Wrongful Act** on or after the Retroactive date (if any) shown in the Declarations page.

**B. Legal Expenses**

In accordance with the SUPPLEMENTARY PAYMENTS of this Policy the Insurer shall:

- (a) pay any expenses, legal fees and necessary litigation expenses incurred by the Insured as a result of any **Wrongful Act**.
- (b) reimburse the **Insured** for any expenses, legal fees and necessary litigation expenses incurred by the **Insured** in defending any **Wrongful Act** or **Claim** made against them for any **Wrongful Act** for which coverage does not exist under this endorsement, provided that such **Claim** is subsequently found groundless by a court of law or an arbitration proceeding previously approved by the Insurer;
- (c) reimburse the **Insured** for any expenses, legal fees and necessary litigation expenses incurred by the **Insured** in defending any quasi-criminal proceeding instituted against the **Insured** pursuant to the Environmental Protection and Enhancement Act (Provincial or Territorial), the Occupational Health and Safety Act (Provincial or Territorial) or any similar federal, provincial, territorial, state or local laws, provided that such **Claim** is subsequently found groundless by a court of law or an arbitration proceeding previously approved by the Insurer;

**C. Covered Event**

The Insurer will indemnify the **Insured** for costs actually and necessarily incurred by the **Insured** to obtain legal representation or legal advice in connection with charges laid against the **Insured** alleging an offence under a **Covered Event**, but only:

- i) if the charges or **Judicial Proceeding** result from conduct of the **Insured's** duties by or on behalf of the **Insured**; and
- ii) where the charges have been laid against the **Insured** while this coverage is in effect; and
- iii) proceedings related to the charges begin while this coverage is in effect; and
- iv) where the **Insured** is not found guilty of, or does not plead guilty or no contest to, the charges laid.



However, the Insurer will not pay **Compensatory Damages**, fines, penalties or any other costs associated with such charges.

**D. Conflict of Interest Act**

In accordance with the SUPPLEMENTARY PAYMENTS of this Policy the Insurer shall pay all expenses, legal fees and necessary litigation expenses to defend charges laid against the **Insured** alleging an offence under any conflict of interest act, but only if:

- i) the charges result from conduct of the **Insured's** duties by or for the **Insured**;
- ii) the charges are first laid against the **Insured** while this coverage is in effect;
- iii) the **Insured** notifies the Insurer within ninety (90) days of receipt of official notice that charges have been laid; and
- iv) the **Insured** is not found guilty of, or does not plead guilty or no contest to, the charges laid.

However, the Insurer will not pay **Compensatory Damages**, fines, penalties or any other costs associated with such charges.

**2. LIMIT(S) OF LIABILITY:**

The Limits of Liability are inclusive of the SUPPLEMENTARY PAYMENTS Section of this policy.

- Insuring Agreements (A) - (B) as stated in the Declarations
- Insuring Agreements (C) as stated in the Declarations
- Insuring Agreements (D) as stated in the Declarations

**3. SELF-INSURED RETENTION:**

as stated in the declarations.

**4. EXCLUSIONS:**

This insurance does not apply to:

- a) fines or penalties;
- b) i) **Claims** arising out of or attributable to the committing in fact of any criminal, fraudulent or dishonest act or any knowingly willful violation of any statute;
- ii) **Claims** based upon or attributable to the **Insured** gaining any profit, advantage or remuneration to which the **Insured** was not legally entitled. This exclusion shall only apply if it is finally adjudicated that such conduct in fact occurred;

provided however, exclusions 4. b) i) and ii) above shall not apply to any **Insured** who is neither the author of nor an accomplice to such conduct;

- c) **Claims** arising out of the provision of legal advice by any employed lawyer of the **Insured** to others for a fee, provided however, this exclusion shall not apply to services normally provided in the course of their employment;



- d) **Bodily Injury** at any time or any claim for **Property Damage**
- e) **Personal Injury**
- f) Environmental Impairment
- g) (a) any liability of others assumed by the Insured under the terms of an agreement either orally or in writing;
- (b) a breach of contract;
- (c) negotiation of a contract;
- (d) tenders for contracts;
- (e) the selection and/or the awarding of a contract;
- (f) the failure to proceed with a contract;
- (g) the failure to procure or maintain adequate insurance bonds or financial guarantees on assets construction projects or Employee Benefits;
- (h) the failure of performance of contract by an insurance company;
- (i) the Insured's failure to collect money or to apply for available grants or for the improper investment of money by any Insured;
- h) any claim for legal or equitable restitution or any expenditure, compensation or damages payable pursuant to Statute or regulation;
- i) (without limiting the generality of Exclusion g above), any claim, the payment of which, would result in the satisfaction of a debt owed by the Insured on account of goods or services rendered or work performed;
- j) any claim for quantum merit or unjust enrichment;
- k) the ownership, operation, maintenance or use of any gas, telephone or electric power utility, or of any hospital unless included as an Insured
- l) **Claims** arising out of an alleged Wrongful Dismissal of an employee  
 In addition those Exclusions Applicable to Insuring Agreement J: Employee Benefits Programs Errors and Omissions Liability shall apply

5. **CONDITIONS**

A. **REINSTATEMENT OF LIMIT:**

It is hereby noted and agreed that if during the **Policy Period** any **Claim** or loss or any circumstances which may give rise to a **Claim** or loss are notified to Underwriters this Insurance shall be reinstated for such amount, if any, as may be ultimately paid by Insurers in respect of such **Claim** or loss, so as to remain in force during the **Policy Period** for the Limit of Liability stated in the Declarations.

Provided always that

- (i) the maximum amount of Underwriters' liability in respect of each **Claim** or loss shall not exceed the Limit of Liability stated in the Declarations.
- (ii) the total amount of Underwriters' liability during the **Policy Period** shall not exceed a sum equal to twice the Limit of Liability stated in the Declarations.
- (iii) such reinstated Limit of Liability shall only apply after exhaustion of any insurances purchased in excess of this Insurance.





**Endorsement No. CML**

**CRISIS MANAGEMENT SERVICES LIABILITY**

**THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS WRITTEN ON A CLAIMS-MADE BASIS AND COVERS ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD. PLEASE READ THE COVERAGE TERMS AND CONDITIONS CAREFULLY.**

**CRISIS MANAGEMENT SERVICES LIABILITY**

**SUBJECT TO THE CLAIMS MADE COVERAGE CONDITIONS**

**1. INSURING AGREEMENTS**

**A. Crisis Management Services**

The Insurer will pay for **Crisis Management Services** following the discovery of a **Crisis** but only in respect of:

- i) the costs for the services of public relations advisors in response to the **Crisis**;
- ii) grief counseling for persons directly affected by the **Crisis**, such as family members and co-workers;
- iii) media costs directly associated with the **Insured's** response to the **Crisis**; and
- iv) extraordinary costs associated with the attendance of the **Insured's** directors, trustees, counsellors or other municipal officials, including any other required employees at the scene of the **Crisis**.

occurring on or after the Retroactive date (if any) shown in the Declarations page.

**2. LIMIT(S) OF LIABILITY:**

The Limits of Liability are inclusive of the SUPPLEMENTARY PAYMENTS Section of this policy.

as stated in the declarations.

**3. SELF-INSURED RETENTION:**

as stated in the declarations.

**4. EXCLUSIONS**

This insurance does not apply to:

- a) fines or penalties;
- b) i) **Claims** arising out of or attributable to the committing in fact of any criminal, fraudulent or dishonest act or any knowingly willful violation of any statute;
- ii) **Claims** based upon or attributable to the **Insured** gaining any profit, advantage or remuneration to which the **Insured** was not legally entitled. This exclusion shall only apply if it is finally adjudicated that such conduct in fact occurred;



provided however, exclusions 4. b) i) and ii) above shall not apply to any **Insured** who is neither the author of nor an accomplice to such conduct;

- c) **Claims** arising out of the provision of legal advice by any employed lawyer of the **Insured** to others for a fee, provided however, this exclusion shall not apply to services normally provided in the course of their employment;
- d) **Claims** arising from communicable disease or pandemic response expenses

In addition those Exclusions Applicable to Insuring Agreement J: Employee Benefits Programs Errors and Omissions Liability shall apply



**Endorsement No. WD2**

**WRONGFUL DISMISSAL AND EMPLOYMENT RELATED PRACTICES LIABILITY**

**THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS WRITTEN ON A CLAIMS-MADE BASIS AND COVERS ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD. PLEASE READ THE COVERAGE TERMS AND CONDITIONS CAREFULLY.**

**WRONGFUL DISMISSAL AND EMPLOYMENT RELATED PRACTICES LIABILITY**

**SUBJECT TO THE CLAIMS MADE COVERAGE CONDITIONS**

**1. INSURING AGREEMENT:**

The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **Compensatory Damages** which occur in the **Coverage Territory** and during the **Policy Period** in respect of any **Claim** or action brought against the **Insured** arising out of actual or alleged **Employment-Related Practices** or any actual or alleged Wrongful Dismissal occurring on or after the Retroactive date (if any) shown in the Declarations page.

**2. LIMIT(S) OF LIABILITY:**

The Limits of Liability are inclusive of the SUPPLEMENTARY PAYMENTS Section of this policy.

**Employment-Related Practices**

(excluding Wrongful Dismissal) : as stated in the Declarations

Wrongful Dismissal as stated in the Declarations

**3. SELF-INSURED RETENTION:**

As per Declaration page

**4. EXCLUSIONS:**

This insurance does not apply to:

- (a) Liability arising out of a dismissal or similar change in employment conditions which occurs because of a restructuring, reorganization, shutdown of part or all of the **Insured's** operations, redundancy or merger, including such restructuring, reorganization, shutdown, redundancy or merger which occurs as a result of economic or financial considerations;
- (b) Liability for which coverage is afforded elsewhere in this policy;
- (c) fines or penalties;
- (d) Amounts required to be paid under any statute, act or regulation of any government body or required under the terms of an employment contract including, but not limited to, unpaid:
  - i) Wages;
  - ii) Holiday or vacation pay;
  - iii) Business and travel expenses;
  - iv) Commissions or bonuses;
  - v) Sabbatical pay; or



- 
- vi) Any other amounts relating to services performed by the employee prior to the date of termination of employment service;
  - (e) Liability arising out of a strike, lockout, labour dispute or union grievance procedure;
  - (f) Liability assumed by the **Insured** under contract other than liability which would attach in the absence of such contract;
  - (g) Any amount due an employee under present or future pension plans, profit sharing plans, savings plans or any similar plans;
  - (h) Liability resulting from the acts or omissions of or the alleged wrongful dismissal of any person employed by the **Insured** in violation of the law as to age;





**Endorsement No. ALL**

**AUTOMOBILE LEGAL LIABILITY**

Attaching to and forming part of this Endorsement:

- NON OWNED AUTOMOBILE PROVISIONS:
  - S.P.F. NO. 6 STANDARD AUTOMOBILE INSURANCE POLICY (NON-OWNED FORM)
  - LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES ENDORSEMENT
  - LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES (MUTUAL AID AGREEMENTS)
  - S.E.F. No. 96 CONTRACTUAL LIABILITY ENDORSEMENT
  - S.E.F. No. 99 EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

Any reference to 'Policy' in the above Endorsements shall be deemed to mean S.P.F. NO. 6 STANDARD AUTOMOBILE INSURANCE POLICY (NON-OWNED FORM)

**STANDARD NON-OWNED AUTOMOBILE EXTENSION (S.P.F.6)****NON-OWNED AUTOMOBILE COVERAGE****INSURING AGREEMENT**

In consideration of the payment of the premium and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated, the Insurer agrees to 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:
  - (i) by any workmen's compensation law; or
  - (ii) by any law for Personal Injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

\* Not applicable in the Province of Ontario.

- (c) for any liability assumed by any person insured by this Policy voluntarily under any contract or agreement except a written contract or agreement; or
- (d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Policy or to any property owned or rented by, or in the care, custody or control of any such person; or
- (e) for any amount in excess of the limit stated in the Declarations, 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.
- (f) for any liability to operations of the Insured in the United States of America, its territories or possessions, but this exclusion does not apply to employees of the Insured's Canadian operations travelling on business in the United States of America, its territories or possessions.

**ADDITIONAL AGREEMENTS OF INSURER**

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

- (1) Upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this Policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- (2) to defend in the name and on behalf of any person insured by this Policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- (3) to pay all costs taxed against any person insured by this Policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and



- (4) in case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- (5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in the Declarations of this Policy; and
- (6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

#### AGREEMENTS OF INSURED

Where indemnity is provided by this Section, every person insured by this Policy

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

#### GENERAL PROVISIONS AND DEFINITIONS

##### 1. ADDITIONAL INSUREDS

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

##### 2. TERRITORY

This Policy applies only to the use or operation of automobiles within Canada or the United States of America.

##### 3. HIRED AUTOMOBILES DEFINED

The term "Hired Automobiles" as used in this Policy means automobiles hired, leased or borrowed from others with or without drivers for periods not exceeding 30 days, used under control of the Insured in the business of the Insured but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employees 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 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 the limits of liability stated in the Declarations.

LIMIT OF LIABILITY

The Limit of Liability under this Endorsement shall be as set forth in the Declarations.

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



**LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES ENDORSEMENT  
(for attachment only to a Non-Owned Automobile Policy SPF No. 6)**

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is included herein.

**LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES**

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

- Subsection 1 - ALL PERILS - from all perils;**  
**Subsection 2 - COLLISION OR UPSET - caused by collision with another object or by upset;**  
**Subsection 3 - COMPREHENSIVE - from any peril other than by collision with another object or by upset;**

The words "another object" as used in this subsection shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon.

Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this subsection 3.

- Subsection 4 - SPECIFIED PERILS - caused by fire, lightning, theft or attempt thereof, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.**

**SELF-INSURED RETENTION CLAUSE**

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount Self-Insured Retention, if any, stated in the applicable subsection hereof.

**TWO OR MORE AUTOMOBILES**

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

**EXCLUSIONS**

The Insurer shall not be liable:

- (1) for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
- (2) under any subsection hereof for loss or damage:
  - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such



subsection or is caused by fire, theft or malicious mischief covered by such subsection; or

- (b) to any automobile while being used without the consent of the owner thereof; or
  - (c) caused directly or indirectly by contamination by radioactive material; or
  - (d) to radios designed both for transmitting and receiving or their equipment; or
  - (e) to contents of trailers or to rugs or robes; or
  - (f) to tapes/CDs/DVDs and equipment for use with a tape recorder / music playing device when detached therefrom; or
  - (g) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
  - (h) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or
- (3) under subsections 3 (Comprehensive) and 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

**ADDITIONAL AGREEMENT**

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

SUBSECTION	LIMITS AND AMOUNTS	TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100	PREMIUM
1. All Perils	\$ See Declarations (exclusive of interests and costs) any one accident Self-Insured Retention				\$Included
2. Collision or Upset	\$ (exclusive of interests and costs) any one accident Self-Insured Retention				\$Included
3. Comprehensive	\$ (exclusive of interests and costs) any one accident Self-Insured Retention				\$Included



4. Specified Perils	\$	(exclusive of interests and costs) any one accident Self-Insured Retention				\$Included
Minimum Retained Premium					TOTAL \$Included	

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the Non-Owned Automobile Policy to which this endorsement is attached shall have full force and effect





**LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES  
(MUTUAL AID AGREEMENTS)**

**LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES ENDORSEMENT  
(for attachment only to a Non-Owned Automobile Policy SPF No. 6)**

In consideration of the premium herein stated, it is understood and agreed that the Non-Owned Automobile Policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is included herein.

**LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES**

The Insurer agrees to indemnify the **Insured** against the liability imposed by law upon the **Insured** or assumed by him under any contract or agreement for loss or damage arising from any automobile in a mutual aid agreement, and resulting from loss or damage thereto, caused solely by:

- Subsection 1 – ALL PERILS – from all perils;**
- Subsection 2 – COLLISION OR UPSET – caused by collision with another object or by upset;**
- Subsection 3 – COMPREHENSIVE – from any peril other than by collision with another object or by upset;**

The words “another object” as used in this subsection shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon.

Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this subsection 3.

- Subsection 4 – SPECIFIED PERILS – caused by fire, lightning, theft or attempt thereat, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.**

**SELF-INSURED RETENTION CLAUSE**

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate claim in respect of which the Insurer’s liability shall be limited to the amount of loss or damage in excess of the amount of Self-Insured Retention, if any, stated in the applicable subsection hereof.

**TWO OR MORE AUTOMOBILES**

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

**EXCLUSIONS**

The Insurer shall not be liable:

- (1) under any subsection hereof for loss or damage:
  - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
  - (b) to any automobile while being used without the consent of the owner thereof; or



- (c) caused directly or indirectly by contamination by radioactive material; or
  - (d) to contents of trailers or to rugs or robes; or
  - (e) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
  - (f) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the Non-Owned Automobile Policy to which this endorsement is attached; or
- (2) under subsections 3 (Comprehensive) and 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the **Insured**, or by any employee of the **Insured** engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless this endorsement provides insurance under subsections 1 or 2.

**ADDITIONAL AGREEMENT**

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

**LIMITS AND AMOUNTS OF SELF-INSURED RETENTION**

SUBSECTION	LIMITS AND AMOUNTS	TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100	PREMIUM
1. All Perils	\$ (exclusive of interests and costs) any one accident \$ Self-Insured Retention				\$Included
2. Collision or Upset	\$ (exclusive of interests and costs) any one accident \$ Self-Insured Retention				\$Included
3. Comprehensive	\$ (exclusive of interests and costs) any one accident \$ Self-Insured Retention				\$Included
4. Specified Perils	\$ (exclusive of interests and costs) any one accident \$ Self-Insured Retention				\$Included
Minimum Retained Premium: Not applicable					

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the Non-Owned Automobile Policy to which this endorsement is attached shall have full force and effect.



**CONTRACTUAL LIABILITY EXTENSION (SEF 96)**

S.E.F. No 96 – Contractual Liability Endorsement  
(For attachment only to a Non Owned Policy S.P.F. No 6)

It is agreed that exclusion (c) of the Insuring Agreement 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 liability of the automobile owner,
- (2) Any contract or agreement wherein the Insured has assumed liability for the sole negligence of the indemnitee.

All other terms and conditions of this policy remain unchanged



**S.E.F. No. 99**

**EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT**

(for attachment only to a Non-Owned **Automobile** Insurance Endorsement)

In consideration of the premium for which the Non-Owned Automobile Insurance Endorsement is issued, it is understood and agreed that Item 3 (**Hired Automobiles** Defined) of General Provisions of the Non-Owned **Automobile** Insurance Endorsement to which this Endorsement is attached is hereby amended to read as follows:

The term **Hired Automobiles** as used in this Endorsement means (a) **Automobiles** hired or leased from others with drivers or (b) hired or leased by the Named **Insured** from others without driver for periods not exceeding 30 days, used under the control and in the business of the **Insured** but shall not include any **Automobile** owned in whole or in part by or registered in the name of the **Insured** or any partner, officer or employee of the **Insured**.



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**SPECIFIC RISK ENDORSEMENT – UNITED STATES OF AMERICA**

Notwithstanding anything to the contrary contained in this Policy

As far as concerns legal liability arising from any claim

- (i) which is made in any Specified Territory
- (ii) in respect of which action or litigation is brought in a court of law within any Specified Territory or where action or litigation is brought in a court of law outside such Territory to enforce a judgment therein

- (1) The Underwriters shall not be liable for punitive or exemplary damages
- (2) The Limits of Indemnity specified in the Schedule are each deemed to be inclusive of all Legal Costs

For the purposes of this Endorsement "Specified Territory" shall mean the United States of America and any territory within the jurisdiction thereof.

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**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

NMA1270  
03/12/1959

**TERRORISM EXCLUSION**

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

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

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

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

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

NMA2951  
14/07/2002





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**PARTICIPANT TO PARTICIPANT EXCLUSION**

It is hereby understood and agreed that the Underwriters will not indemnify the Persons Insured in respect of personal injury caused by one participant to another whilst such participants are engaged in any sporting activities. Participants do not include referees or officials.

**CYBER AND DATA EXCLUSION**

(for attachment to Canadian Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1 **CYBER ACT** or **CYBER INCIDENT** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **CYBER ACT** or **CYBER INCIDENT**;
  - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **DATA**, including any amount pertaining to the value of such **DATA**; or
  - 1.3 complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**Definitions**

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

**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**.

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

LMA5528A

15 March 2023

**COMMUNICABLE DISEASE EXCLUSION****(For use on liability policies)**

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020



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**UNDECLARED FOR-PROFIT ENTITY EXCLUSION**

This policy does not apply to any Occurrence, Wrongful Act, Claim or Action of whatsoever nature arising from the Insured's ownership, operation or involvement in any for-profit entity or organization.

Unless such ownership, operation or involvement has been declared to Insurers whose agreement must be signified by specific endorsement to this policy.

All other terms, clauses, conditions and exclusions of this policy remain unchanged.

**PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES  
(PFAS) EXCLUSION NO. 1**

(For use on liability insurance policies)

1. This POLICY does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
2. For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence 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, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
3. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:
  - a. perfluorinated methyl group (-CF<sub>3</sub>); or
  - b. perfluorinated methylene group (-CF<sub>2</sub>-).

LMA5595A

10th October 2023



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**APPLICATION OF THE DEDUCTIBLE OR SELF-INSURED RETENTION**

With respect to the coverages afforded by the Comprehensive General Liability and all related Endorsements, it is understood and agreed that for all losses below the deductible indicated in the Declarations should be applicable as follows:

**Deductible or Self-Insured Retention:**

The deductible or Self-Insured Retention is applicable to the indemnity, the investigation fees and to defense cost considering that the Named Insured sees themselves to the claims process below their deductible. It is understood that if the insurer sees itself to the payment and/or claims process upon request from the Named Insured, the insurer will have the right to the reimbursement of the fees and the indemnity paid to the claimant up to the amount of the Named Insured deductible mentioned in the Declarations.

# 2025 Membership



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## 2025 Membership

[Register Now by Clicking Here!](#)

Being a member of the OAPSB has never been more important. As your association, the OAPSB advocates for legislation and provincial support to create a consistent and effective structure for boards and effective standards for police governance in Ontario. The Community Safety and Policing Act (CSPA) came into force in the spring of 2024. The CSPA outlines new responsibilities and requirements for police governance boards and police services. Our work to support you through this transition and beyond is aligned with our three strategic pillars, Advocacy, Expertise and Education. We provide our members with the tools, knowledge and professional development needed to establish your board priorities, and to create objectives, policies, and performance expectations for your police services.

## Benefits of an OAPSB Membership include:

**Education:** *Constantly working to ensure information is relevant and timely!*

- Training sessions on the CSPA and other legislation and relevant issues as changes and updates occur
- Best practice sharing through education sessions, networking, discussion groups, conferences, and special events
- Attendance at events featuring expert speakers on topical public safety and police governance issues, at reduced member rates
- A resource library of tools and supports through the members portal and OAPSB's new application available for Android and Apple operating systems
- News Bulletins, newsletters and blogs regarding public safety, legislation and Police Governance

**Expertise:** *If we don't have it, we can connect you to someone who can help!*

- Connected to a network of Public Service and Community Safety organizations aimed at sharing best practices, stewardship and mentorship
- Access to **expert speakers and subject matter experts** for Police Governance and Community Safety
- Leading information on Board Governance in Ontario for OPP boards, Municipal Police Service Boards, and First Nations Boards serving communities of all sizes

**Advocacy:** *Working for you to further Police Governance through Advocacy*

- Speaking on behalf of our members on community safety and related concerns boards face in today's communities
- Regular work with public safety policy makers and program evaluators to further our interests in Community Safety and Board Governance
- Collaborative efforts and leveraged relationships with other Professional Groups in Policing to further our efforts to ensure safe communities and public trust in policing
- Continued advocacy for funding and other support for Police Services and Boards in the Province as we transition to the CSPA
- Provide advocacy opportunities for members to meet public safety policy makers and program evaluators

*OAPSB...the face and voice for Police Governance in Ontario...and here for you!*



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