

## LIABILITY POLICY

Replacing Policy No. RENEWAL

Policy No. CP80727A

### DECLARATIONS

The Subscribing Companies, hereinafter called the Insurer, agree to insure, subject to the statements contained in the Declarations, the Insured, in accordance with the Terms, Conditions, Forms, Riders and Endorsements of this Policy.

Broker ALGOMA INSURANCE BROKERS LIMITED

Address SAULT STE MARIE, ON

Name and Address of Insured

ALGOMA NURSE PRACTITIONER - LED CLINIC  
443 NORTHERN AVENUE  
SAULT STE MARIE, ON P6A 5L3

Policy Period: From MARCH 31, 2019 To MARCH 31, 2020  
at 12:01 a.m. Standard Time at the address of the Insured

The Insured's operations are  
MEDICAL CLINIC

<b>Liability Deductible</b>	<b>\$</b>	5,000
<b>Total Liability Premium</b>	<b>\$</b>	4,344
<b>Minimum Retained Premium</b>	<b>\$</b>	652

**The policy contains a clause that may limit the amount payable.**



## SCHEDULE OF COVERAGE

### Limits of Insurance

<b>General Liability Limit</b>	\$	10,000,000
Bodily Injury	\$	Included
Property Damage	\$	Included
Personal Injury	\$	Included
Tenants Legal Liability - Any one premises	\$	Included
Medical Payments	\$	As per Policy Wording
Malpractice Liability	\$	Included
Abuse Liability Occurrence	\$	5,000,000
Abuse Liability Aggregate	\$	5,000,000



**FORMS ATTACHED TO AND FORMING PART OF POLICY No. CP80727A**

**NAME**

Healthcare General Liability  
Abuse Liability Extension Endorsement  
Child Abduction Liability Endorsement  
Lloyd's Additional Conditions

**FORM No.**

CWHX3074-0716  
CNGX3095-1012  
CNGX3395-0610  
GNGX408-0117



## THE INSURERS

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted therefor or added thereto by endorsement, the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly agree, each for the proportion set against its name in the List of Subscribing Companies, that if the insurance described in The Schedule of Coverages of this policy is provided by the terms of this policy and endorsements attached hereto, while the policy is in force, the Insurers will indemnify the Insured against the loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual, or such other proportion as may be substituted by endorsement.

## SUBSCRIBING COMPANIES

Name of Insurer	Proportion of Indemnity	Premium
The Guarantee Company of North America	59.25%	\$ 2,574
Underwriters at Lloyd's under Contract Number B1100049400119000	20.75	901
Temple Insurance Company	20.00	869
<b>TOTALS</b>	<b>100%</b>	<b>\$ 4,344</b>

In witness whereof the Insurers have duly authorized the Frank Cowan Company Limited to execute and sign this policy on their behalf for the proportions of indemnity so stated above.

March 21, 2019

Dated at Princeton, Ontario

Frank Cowan Company Limited  
75 Main Street North  
Princeton, ON N0J 1V0



President

Authorized Representative





# HEALTHCARE GENERAL LIABILITY

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

Throughout this policy the words "Named Insured" refer to the "Named Insured" shown in the "declarations", and any other person or organization qualifying as the "Named Insured" under this policy. The word "Insurer" refers to the Company or Companies providing this policy.

Other words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured" as follows:

## INSURING AGREEMENTS

- I. **Bodily Injury Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of liability imposed upon the "Insured" by law or assumed by the "Insured" under an "insured contract" for "compensatory damages" because of bodily injury, sickness, disease including death, shock, mental anguish, mental injury, assault and battery caused by an "occurrence" during the policy period by any person and death at any time resulting therefrom.
- II. **Property Damage Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of liability imposed upon the "Insured" by law or assumed by the "Insured" under an "insured contract" for "compensatory damages" because of physical injury to or destruction of tangible property including loss of use of tangible property which has not been physically injured or destroyed, sustained during the policy period and caused by an "occurrence". For the purpose of this insurance "electronic data" is not considered tangible property.
- III. **Personal Injury Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of liability imposed upon the "Insured" by law for "compensatory damages" because of injury sustained by any person or persons caused by false arrest, detention or imprisonment, malicious prosecution, libel, slander or defamation of character, humiliation, discrimination, wrongful entry or eviction or invasion of privacy including injury derived from an "advertisement" committed during the policy period.
- IV. **Tenants' Legal Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of liability imposed upon the "Insured" by law for "compensatory damages" because of physical injury to or destruction of tangible property sustained during the policy period and caused by an "occurrence" to structures or portions thereof, including fixtures permanently attached thereto rented to or occupied by the "Insured".
- V. **Medical Payments:** To pay at the request of the "Named Insured" all reasonable medical, surgical, ambulance, professional nursing and funeral expenses resulting from bodily injury, sickness, disease including death caused by an "occurrence" sustained during the policy period to any person, arising out of the operations of the "Named Insured". Such expenses must be incurred and reported to the Insurer within one year of the date of accident. Coverage is limited to \$10,000 per person and \$50,000 per "occurrence" and is subject to the following Exclusions:
  1. any medical and hospital expenses the payment of which is prohibited by law;
  2. bodily injury to or sickness, disease or death of:
    - (a) any person if benefits therefor are payable under any Provincial Workers' Compensation Board, disability benefits or unemployment or employment compensation law or any similar law;
    - (b) any person while engaged in maintenance, alteration, demolition or new construction operations for the "Named Insured" or for any lessee of the "Named Insured" or any lessor of premises rented to the "Named Insured";
    - (c) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
  3. any expense for services rendered by the "Named Insured", any employee of the "Named Insured", or by any person or organization under contract to the "Named Insured" to provide such services.It is understood and agreed that the Deductible Agreement does not apply to Medical Payments.
- VI. **Malpractice Liability:** To pay on behalf of the "Named Insured" all sums which the "Insured" shall become obligated to pay by reason of the liability imposed upon the "Insured" by law as "compensatory damages" for "malpractice".

## **ADDITIONAL INSURING AGREEMENTS**

With respect only to the coverages provided by the Insuring Agreements, the Insurer further agrees with the "Insured":

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;
2. To defend in the name and on behalf of, any Corporation or person insured by this policy and at the cost of the Insurer, that part of any civil action claiming "compensatory damages" covered by this policy which may at any time be brought against such Corporation or person on account of such loss or damage to persons or property, even if any of the allegations in such action are groundless, frivolous, false or fraudulent;
3. To pay all costs assessed against any Corporation or person insured by this policy in any civil action defended by the Insurer and any interest accruing upon that part of the judgment which is within the limits of the Insurer's liability;
4. In case the injury be to a person, to reimburse any Corporation or person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of the injury;
5. To reimburse the "Insured" for all reasonable expenses, other than loss of earnings, incurred at the Insurer's request.

The amounts incurred under these Additional Insuring Agreements shall be payable in addition to the applicable Limit of Insurance of this policy.

## **DEDUCTIBLE AGREEMENT**

1. For the purposes of this Deductible Agreement only:

"Expenditures" means indemnity payments made by the Insurer in response to a "claim".

Except as otherwise specified in the Endorsements attached to this Policy, the "Named Insured" agrees that with respect to each and every "claim" to reimburse the Insurer's "expenditures" up to the amount of the applicable deductible as shown in the "declarations".

2. The Insurer may pay part or all of the deductible to effect settlement of any "claim" or suit and upon notification of the action taken the Named Insured shall promptly reimburse the Insurer for such part of the deductible as has been paid by the Insurer.

## **EXCLUSIONS**

This policy does not apply to:

1. any obligation of the "Insured" under any Provincial Workers' Compensation Board, disability benefits or unemployment or employment compensation law or any similar law.
2. bodily injury and property damage for which the "Insured" is obligated to pay "compensatory damages" by reason of assumption of liability in a contract or an agreement.  
This exclusion does not apply to liability for "compensatory damages":
  - (a) assumed in a contract that is an "insured contract" provided the bodily injury or property damage occurs subsequent to the execution of the contract or agreement.
  - (b) that the "Insured" would have in the absence of the contract or agreement.
3. any "claims" arising out of the ownership, operation or use by or on behalf of or at the direction of the "Insured" of any aircraft, air cushion vehicle or of premises as an airport or aircraft landing strip.
4. any "claims" arising out of the ownership, use and/or operation by or on behalf of the "Insured" of any motor vehicle for which a license is required by law.
5. injury to or destruction of property owned or occupied by or leased to the "Insured" or any other property used by or in the care, custody or control of the "Insured", but this exclusion does not apply to Tenants Legal Liability.
6. any fines or penalties or punitive, penal, exemplary damages.
7. any actual or alleged mental anguish, mental injury or emotional distress in connection with or as part of any "claim" by a past, present or prospective employee or volunteer of the "Insured" for an "Employment Practices Wrongful Act".
8. any "claims" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;
9. any "claims" arising directly or indirectly, in whole or in part from:
  - (a) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
  - (b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or

- (c) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

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

10. any "claims" directly or indirectly, in whole or in part for:

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

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

11. any "claims" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;
12. any "claims" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense.
13. any "claims" arising directly or indirectly out of:
- (a) the actual, alleged, threatened or potential discharge, dispersal, release or escape of any "pollutant" at or from any premises, site or location;
  - (b) non-compensatory damages or non-compensatory liability of any nature or kind.

Part (a) of this Exclusion does not, apply to:

- (i) bodily injury resulting from a sudden, brief and accidental "occurrence";
- (ii) property damage to a third party shown by the "Insured" to be caused by heat, smoke or fumes caused accidentally by a "hostile fire" or explosion;

It is understood and agreed that paragraphs (a) and (b) above refer also to "claims" for environmental damages arising out of the ownership, use or operation of a garbage or waste disposal site, landfill, tip or dump.

14. any "claims" based on, arising out of, or in any way involving the rendering or failure to render any kind of professional service for others, either gratuitously or for a fee, but this exclusion does not apply to "malpractice".
15. any "claim" under Bodily Injury Liability while an "Insured" or any of their employees while under the influence of hypnotics, intoxicants or narcotics. However, this exclusion will not apply to any "Insured" who is not so impaired.
16. any "claim" under Bodily Injury Liability based upon any dishonest, fraudulent, criminal, malicious or wrongful act, error or omission intentionally committed by or at the direction of the "Insured", which has been established by a judgment or other final adjudication. However, this exclusion shall not apply to any "Insured" who was neither the author of nor an accomplice to such act.
17. any liability assumed under any contract or agreement guaranteeing the result of any treatment.
18. any "claims" under Property Damage Liability, Bodily Injury Liability or Personal Injury Liability arising directly or indirectly from computer viruses, the failure to prevent unauthorized use of, or access to any "computer", or the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".
19. any "claims" under Personal Injury Liability arising directly or indirectly by reason of an act, error or omission in the performance of "media communications", by the "Named Insured" or by someone for whom the "Named Insured" is legally liable except for an "advertisement".

## CONDITIONS

### 1. Authorized Agent

Frank Cowan Company Limited is the authorized agent of the Insurer for the purpose of any notice required to be given to the Insurer or by the Insurer under the terms and conditions of this policy.

### 2. Bankruptcy

Bankruptcy or insolvency of the "Insured" or of the "Insured's" estate will not relieve the Insurer of its obligations under this policy.

3. **Canadian Currency Clause**

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

4. **Changes**

This policy contains all the agreements between the "Insured" and the Insurer concerning the insurance afforded. The first "Named Insured" shown in the "declarations" is authorized to make changes in the terms of this policy with the consent of the Insurer. This policy's terms can be amended or waived only by endorsement or amendment issued by the Insurer and made a part of this policy. Any changes agreed to between the "Named Insured" and the Insurer are binding upon any and all "Insureds".

5. **Coverage Territory**

The insurance afforded under this policy applies worldwide.

6. **Duties In The Event Of A Claim**

As a condition precedent to coverage under this policy:

- (a) If any "claim" is received by any "Insured", the "Named Insured" must give written notice to the Authorized Agent as soon as practicable.
- (b) When an "occurrence" on which a claim may be founded takes place, notice shall be given by or on behalf of the "Insured" to the Authorized Agent as soon as practicable. Such notice shall contain particulars, sufficient to identify the "Insured", and also reasonably obtainable information respecting the time, place and circumstances of the "occurrence", the names and addresses of the injured, particulars of the damaged property, and the names and addresses of all witnesses.
- (c) The "Named Insured" and any other involved "Insured" must:
  - (i) immediately send to the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "claim";
  - (ii) authorize the Insurer to obtain records and other information;
  - (iii) co-operate with the Insurer in the investigation, settlement or defence of the "claim";
  - (iv) assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of liability to which this insurance may also apply.
- (d) No "Insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than first aid, without the Insurer's consent.

7. **Examination of The "Insured's" Books and Records**

The Insurer may examine and audit the "Insured's" books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

8. **Legal Action Against The Insurer**

No person or organization has a right under this policy:

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

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an "Insured" obtained after an actual trial; but the Insurer will not be liable for "compensatory damages" that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the "Insured" and the claimant or the claimant's legal representative. Every claim or proceeding against the Insurer shall be commenced within one (1) year next after the date of such judgment or agreed settlement and not afterwards.

Any disputes between the Insurer and the "Named Insured" as to whether there is coverage under this policy must be brought in a Canadian Court.

9. **Limit of Insurance**

The Limit of Insurance shown in the "declarations" determines the maximum the Insurer will pay regardless of the number of "Insureds" under this policy or the number of Insuring Agreements or the number of "claims" made or suits brought against the "Insured(s)". The cumulative limit of the Insurer's liability under this policy for "compensatory damages" for any one "occurrence" shall be the amount shown in the "declarations".

10. **Other Insurance**

This policy shall be specifically excess of any other valid and collectible insurance (including but not limited to any insurance which is stated to be primary, contributory, excess, contingent or otherwise or under which there is a duty to defend), unless such other insurance is specifically stated to be in excess of this policy by reference in such other policy to the policy number of this policy. In no event shall this policy be construed to contribute ratably with any such other insurance. This policy shall not follow the terms of any other insurance.

11. **Precedence of Payments**

Any indemnity payable under this policy shall be applied, first to the protection of the "Named Insured" and the remainder, if any, to the protection of any "Additional Insured", as the "Named Insured" shall direct.

## 12. Premiums

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 the Insurer pays.

## 13. Representations

By accepting this policy, the "Insured" agrees:

- (a) the statements in the "declarations" are accurate and complete;
- (b) those statements are based upon representations the "Insured" made to the Insurer;
- (c) the Insurer has issued this policy in reliance upon the "Insured's" representations.

## 14. Separation of Insureds, Cross Liability

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

- (a) as if each "Named Insured" were the only "Named Insured";
- (b) separately to each "Insured" against whom any "claim" is made;

## 15. Subrogation

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

## 16. Termination

- (a) The first "Named Insured" shown in the "declarations" may cancel this policy by mailing or delivering to the Insurer advance written notice of termination.
- (b) The Insurer may terminate this policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least:
  - (i) Fifteen (15) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
  - (ii) Ninety (90) days before the effective date of cancellation if the Insurer cancels for any other reason.

Except in Quebec, if notice is mailed, termination takes effect fifteen (15) or ninety (90) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, termination takes effect fifteen (15) or ninety (90) days after receipt of the notice at the last known address of the first "Named Insured", depending upon the reason for termination.

- (c) The Insurer will mail or deliver notice to the first "Named Insured's" last mailing address known to the Insurer.
- (d) The policy period will end on the date cancellation takes effect.
- (e) If this policy is cancelled, the Insurer will send the first "Named Insured" any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first "Named Insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

## DEFINITIONS

When used in this policy:

1. **"Additional Insured"** means the following, only while performing duties related to the conduct of the "Named Insured's" business:
  - (a) Trustees, Directors, Executive Officers, Board Members, Commission or Committee Members, created by the "Named Insured's" charter, constitution, by-laws or any other similar governing document;
  - (b) Any employee;
  - (c) Volunteer workers;but in no event shall the duties of any "Additional Insured" be interpreted to include sexual misconduct.
2. **"Advertisement"** means publicly disseminated material which promotes the service, business, or products of the "Named Insured" or a client of the "Named Insured", but only where such material was distributed with the prior written request of the "Named Insured".
3. **"Application"** means all signed applications, including materials and attachments prepared specifically for and submitted therewith, for this policy and for any similar policy in an uninterrupted series of policies issued by the Insurer of which this policy is a renewal or replacement.

All such applications, attachments and materials are deemed attached to and incorporated into this policy.
4. **"Claim"** means a civil proceeding or demand in which "compensatory damages", to which this insurance applies, are claimed, including any other alternative dispute resolution procedure, such as arbitration or mediation, to which the "Insured" submits with the Insurer's consent.

5. **"Compensatory damages"** means damages due in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
6. **"Computer"** includes any computer or other electronic data processing device, equipment or system, any hardware, software program, instruction, data or component utilized therein or thereby, or any actual or intended function of or process performed by any of the foregoing.
7. **"Declarations"** means the declarations page, including any associated schedules of coverage, applicable to this policy.
8. **"Electronic Data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
9. **"Employment Practices Wrongful Act"** means any wrongful act committed or attempted by any one or more "Insured" in their capacities as such against any past, present or prospective employee or volunteer in connection with any actual or alleged:
  - (a) wrongful dismissal, discharge or termination of employment;
  - (b) breach of any oral, written or implied employment contract or quasi-employment contract;
  - (c) wrongful demotion;
  - (d) employment-related misrepresentation;
  - (e) violation of employment discrimination laws (including sexual or other illegal workplace harassment);
  - (f) wrongful failure to employ, train or promote;
  - (g) wrongful discipline;
  - (h) wrongful deprivation of a career opportunity;
  - (i) failure to grant tenure or denial or deprivation of seniority;
  - (j) failure to adopt and enforce adequate workplace or employment policies and procedures;
  - (k) illegal retaliatory treatment;
  - (l) negligent supervision or evaluation;
  - (m) employment-related invasion of privacy;
  - (n) employment-related libel, slander, humiliation and defamation;
  - (o) employment-related wrongful infliction of emotional distress.
10. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
11. **"Fungi"** includes, but is not limited to any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens, or pathogens.
12. **"Good Samaritan Act"** means treatment administered at the scene of a medical emergency, accident or disaster by the "Insured" who is present either by chance, or in response to a S.O.S. call following a disaster.
13. **"Hostile Fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
14. **"Insured"** means the "Named Insured" and any "Additional Insured".
15. **"Insured contract"** means:
  - (a) a lease of premises;
  - (b) a sidetrack agreement;
  - (c) an easement or license agreement in connection with vehicle or pedestrian railroad crossings at grade;
  - (d) any other easement agreement;
  - (e) an indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
  - (f) an elevator maintenance agreement;
  - (g) that part of any other contract or agreement pertaining to the "Named Insured's" business under which the "Named Insured" assumes the tort liability of another to pay "compensatory damages" because of bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
16. **"Malpractice"** means bodily injury, sickness, disease, mental anguish, mental suffering, mental injury, shock, disability, including death at any time resulting therefrom, sustained by any person during the policy period and caused by an "occurrence" arising out of the rendering of or failure to render any professional treatment or service including any "Good Samaritan Act" which is rendered on or to the person of an individual or in connection with the dispensing of any prescription, remedy, drugs or medical, surgical or dental supplies or appliances or the handling of or performing post mortem examinations on human bodies.
17. **"Media Communications"** means the publishing, transmission, display, broadcast, web cast, dissemination, distribution or release of "media material" to the public by or on behalf of the "Named Insured".

18. **"Media Material"** means information in the form of words, sounds, numbers, images, or graphics in electronic, print, digital or broadcast form.
19. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
20. **"Nuclear facility"** means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the "Insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material"; and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
21. **"Occurrence"** means an accident or a continuous or repeated exposure to conditions resulting in unexpected damage or injury.
22. **"Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and "waste".
23. **"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.
24. **"Spores"** includes, but is not limited to, any reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".
25. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
26. **"Waste"** includes materials to be recycled, reconditioned or reclaimed.





## **ABUSE LIABILITY EXTENSION ENDORSEMENT**

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE GENERAL LIABILITY FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured" as follows:

**The following INSURING AGREEMENT, LIMIT OF INSURANCE and DEFINITIONS are hereby amended as stated below.**

### **INSURING AGREEMENT - ADDED**

**Abuse Liability:** To pay on behalf of the "Insured" all sums which the "Insured" shall become obligated to pay by reason of the liability imposed upon the "Insured" by law as "compensatory damages" for "abuse".

### **LIMIT OF INSURANCE - ADDED**

The following Limit of Insurance applies to all "occurrences" of Abuse Liability:

\$ 5,000,000 "Each Occurrence"

\$ 5,000,000 "Aggregate Limit"

Furthermore, this Limit of Insurance is included in and not in addition to, the Limit of Insurance. The amounts incurred under the Additional Insuring Agreements will reduce the applicable Abuse Limit of Insurance.

### **DEFINITIONS - ADDED**

When used in this endorsement:

1. **"Abuse"** means "sexual abuse", "physical abuse", psychological or emotional abuse, molestation or harassment including corporal punishment.
2. **"Aggregate Limit"** means the maximum liability of the Insurer for the sum of all damages because of bodily injury, property damage or personal injury resulting from "abuse" arising out of all "occurrences" during the policy period.
3. **"Each Occurrence"** means the maximum liability of the Insurer for the sum of all damages because of bodily injury, property damage or personal injury directly or indirectly arising out of or on account of, resulting from or relating to "abuse" in any one "occurrence".

Continuous or repeated actual or threatened "abuse" of the same person by the same "Insured"(s) will be deemed to be a single "occurrence" or offence and to have taken place on the date that "abuse" first occurred.

4. **"Physical Abuse"** means wilful and deliberate misconduct;
  - (i) causing or permitting another person to suffer unjustifiable pain or suffering, or
  - (ii) causing or permitting another person to be placed in a situation in which his or her life or limb likely would be endangered or his or her health likely would be impaired.
5. **"Sexual Abuse"** means any conduct constituting a sexual offence under the Criminal Code of Canada including sexual assault offences resulting from physical contact.

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



## CHILD ABDUCTION LIABILITY ENDORSEMENT

Words and phrases that appear in quotation marks have special meaning as defined below.

1. **INSURING AGREEMENT:** The Insurer agrees with the Insured, named in the “declarations” made a part hereof, in consideration of the payment of the premium and subject to the limitations, terms and conditions of this endorsement that the following coverage is added to the policy;
2. **LIMIT OF LIABILITY:** The Insurer will pay to the Insured up to a maximum aggregate amount of \$ 25,000 for the following necessary fees, costs and expenses, which are sustained by the Insured or the “parent”(s) solely and directly as a result of an “abduction” that occurs during the policy period:
  - (a) with the prior approval of the Insurer, fees and expenses of independent investigative services;
  - (b) fees and expenses of an independent public relations consultant to assist in the location of the “covered child”;
  - (c) publicity costs incurred solely and directly to assist in the resolution of an “abduction”;
  - (d) reward paid by the Insured or the “parent”(s) while attempting to resolve an “abduction”;
  - (e) the reasonable costs of travel and accommodations incurred by the Insured or the “parent”(s) while attempting to resolve an “abduction”;
  - (f) the reasonable costs of travel of the “parent”(s) to join the “covered child” upon release;
  - (g) fees for independent psychiatric care for the benefit of the “parent”(s), or siblings of the “covered child”, until the earliest of the following:
    - (a) up to three (3) months after the release or discovery of death of the “covered child”; or
    - (b) twelve (12) months after the date of the “abduction”;
  - (h) fees for independent psychiatric care for the benefit of “covered child” beginning on the date of the release of the “covered child” and continuing up to twelve (12) months thereafter;
  - (i) costs of independent medical services and hospitalization incurred for a “covered child” as the result of an “abduction”, and beginning on the date of the release of the “covered child” and continuing up to twelve (12) months thereafter;
  - (j) reasonable fees and expenses of independent forensic analysts engaged by the Insured or a “parent”(s);
  - (k) reasonable rest and rehabilitation expenses including meals and recreation incurred by the “parent”(s) and paid by the Insured following resolution of an “abduction”.
  - (l) funeral and burial expenses of a “covered child” in the event of the death of the “covered child” resulting from an “abduction”;
  - (m) all other reasonable expenses incurred following, and for the duration of an “abduction”, by the Insured or the “parent”(s) with the Insurer’s prior approval.

With the exception of item (g) above, the fees, costs and expenses shown above may continue until the earliest of the following unless otherwise stated:

- (i) up to fourteen (14) days after the release of the “covered child”; or
- (ii) discovery of the death of the “covered child”; or
- (iii) twelve (12) months after the date of the “abduction”.

### 3. DEFINITIONS

For the purposes of this extension the following definitions shall apply:

- (a) **“Declarations”** means the declarations page applicable to this form.
- (b) **“Abduction”** shall be the wrongful and illegal seizure of a “covered child”, by someone other than “parent”(s), or an agent thereof, from the Insured’s premises without a demand for a ransom.
- (c) **“Covered child”** shall be a child under the care, custody and control of the Insured by registration or enrolment and/or a newly born child delivered in the Insured’s premises. A “covered child” must be 10 years of age or under at the time of an “abduction”.
- (d) **“Parent”(s)** shall be the natural mother or father, or step-mother or step-father, or foster mother or foster father of the “covered child”.

### 4. CONDITIONS

In the event of an “abduction” of a “covered child”, the Insured must:

- (a) make every reasonable effort to determine that the “abduction” has actually occurred prior to incurring costs;
- (b) inform the Insurer and provide whatever information is required as soon as practicable and inform or allow the Insurer to advise the appropriate authorities responsible for law enforcement in the jurisdiction where the “abduction” occurred.

### 5. EXCLUSIONS

- (a) The Insurer shall not be liable in respect of any loss directly or indirectly caused by or resulting from:
- (b) Legal liability or costs of defence for administrative, regulatory, judicial or other claims hearings or lawsuits arising out of the “abduction”; or
- (c) Fraudulent, dishonest, or criminal acts of the Insured, “parent”(s) or agents thereof, whether acting alone or in collusion with others; or
- (d) Legal liability or costs of defence for administrative, regulatory, judicial or other claims hearings or lawsuits arising out of the “abduction”; or
- (e) The payment of any ransom or demand for money.
- (f) The Insured agrees to reimburse the Insurer for any payments made hereunder which are ultimately determined not to be covered because of the application of an exclusion.

Except as otherwise provided in this endorsement all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

ATTACHED TO AND FORMING PART OF POLICY No. CP80727A OF SUBSCRIPTION POLICY

## LLOYD'S ADDITIONAL CONDITIONS

**LLOYD'S**

Lloyd's Approved Coverholder ("the Coverholder"):  
 Frank Cowan Company Limited  
 75 Main Street North, Princeton, Ontario N0J 1V0

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been entered into 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 the Agreement shown in the List of Subscribing Companies (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, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

**NOTICE**

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

**SEVERAL LIABILITY CLAUSE****PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

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

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**INSURE IN CANADA A RISK**

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

## NOTICE CONCERNING PERSONAL INFORMATION

### How we use your information

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

Information is collected and stored for the following purposes:

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

### What personal information we collect about you

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

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

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

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

### Who we disclose your information to

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

### Disclosure without consent

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

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

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

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

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

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## 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:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

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.gc.ca](http://www.lautorite.gc.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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