

Policy Number: C1037972
Transaction Type: New Policy
Transaction Effective Date: September 28, 2022
Transaction Premium: \$630.00
Method of Payment: Agency Bill Payment Plan



Facing the storm with you

The Portage la Prairie Mutual Insurance Company
 749 Saskatchewan Ave E
 PO Box 340 Stn Main
 Portage la Prairie MB R1N 3B8

Winfield Enterprise & Services Inc.
 319-245 King George Rd,
 Brantford, ON, N3R 7N7

Your Broker is:
 ZENSURANCE BROKERS INC.
 1301-200 UNIVERSITY AVE, TORONTO, ON
 Phone: 8886546030
 Broker: 7371

POLICY DECLARATION

This Declaration Page(s) is evidence of a contract of insurance between The Insured (you) and The Insurer (us) as identified for those coverages for which forms are specified and for which a specified limit of insurance or premium is indicated hereunder. This declaration supercedes any previous declaration issued under this policy number. Insurance is provided only with respect to the coverages for which a limit of liability is specified, subject to all conditions of the policy.

This Policy contains restrictions, special limits and clauses that may limit the amount payable. NON-DISCLOSED OR INCORRECT INFORMATION COULD VOID POLICY COVERAGE. REPORT CHANGES TO YOUR BROKER IMMEDIATELY.

Authorized Representative of the Insurer

Insurance Period

Time as indicated is standard time at the postal address of the Named Insured as stated herein.

From: September 28, 2022

To: September 28, 2023 12:01am

Location Details

Location Address: 319-245 King George Rd, Brantford, ON, N3R 7N7, CA

Schedule of Coverages - Section II Liability

	Form	Deductible (\$)	Limit (\$)	Premium (\$)
Commercial General Liability Coverages:				
Business Activities:				
Residential Eavestrough Contractor				
Legal Entity: Corporation				
Section - II				
Commercial General Liability	0779	1,000	2,000,000	630.00
Number of locations: 1				
Aggregate Products - Completed Operations			2,000,000	Included
Personal and Advertising Injury			2,000,000	Included
Medical Expense - Any One Person			10,000	Included
Tenant's Legal - Any One Premises			2,000,000	Included
Contractors Pro Liability Extension	0465		Included	Included

Policy Exclusions

	Form
Cyber Loss and Terrorism Exclusion	0403

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Policy Exclusions

	Form
Communicable Disease Exclusion	0456
Fungi and Fungal Derivatives Exclusion	0409



COMMERCIAL GENERAL LIABILITY

(Occurrence Basis)

In return for the payment of the premium, and subject to the statements contained in the Policy Declarations, and to the conditions, limitations, and other terms of this Form, we agree with you to provide the insurance stated herein.

Throughout this Form the words “you” and “your” refer to the Named Insured shown in the Policy Declarations, and any other person or organization qualifying as a Named Insured under Paragraph 3. of Section II – Who Is An Insured. The words “we”, “us” and “our” refer to the Insurer.

The word “insured” means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This insurance applies only when an Each Occurrence Limit is stated in the Policy Declarations.

1. Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as “compensatory damages” because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “action” seeking those “compensatory damages”. However, we will have no duty to defend the insured against any “action” seeking “compensatory damages” for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “action” that may result. But:
- (1) The amount we will pay for “compensatory damages” is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.
- (b) This insurance applies to “bodily injury” and “property damage” only if:
- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and
 - (2) The “bodily injury” or “property damage” occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
- (c) “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the policy period.
- (d) “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:
- (1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for “compensatory damages” because of the “bodily injury” or “property damage”; or
 - (3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.
- (e) “Compensatory damages” because of “bodily injury” include “compensatory damages” claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

2. Exclusions

This insurance does not apply to:

- (a) Expected or Intended Injury
“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property
- (b) Contractual Liability



“Bodily injury” or “property damage” for which the insured is obligated to pay “compensatory damages” by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for “compensatory damages”:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “insured contract”, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be “compensatory damages” because of “bodily injury” or “property damage”, provided:
 - a. Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
 - b. Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which “compensatory damages” to which this insurance applies are alleged.

(c) Workers’ Compensation and Similar Laws

Any obligation of the insured under a workers’ compensation, disability benefits or unemployment or employment compensation law or any similar law.

(d) Employer’s Liability

“Bodily injury” to:

- (1) An “employee” of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured’s business; or
- (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph 2. (d) (1) above

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share “compensatory damages” with or repay someone else who must pay “compensatory damages” because of the injury.

This exclusion does not apply to:

- (i) Liability assumed by the insured under an “insured contract”; or
- (ii) A claim made or an “action” brought by a Canadian resident “employee” on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers’ compensation law, if cover or benefits have been denied by any Canadian Workers’ Compensation Authority.

(e) Aircraft or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any insured of::

- (1) Any aircraft, air cushion vehicle or watercraft owned or operated by or rented or loaned to any insured; or
- (2) Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is
 - (i) Less than 8 metres long; and
 - (ii) Not being used to carry persons or property for a charge;
- (c) “Bodily Injury” to an “employee” of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers’ compensation law, if the “bodily injury” results from an “occurrence” involving watercraft.

(f) Automobile

“Bodily injury” or “property damage” arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any “automobile” owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “bodily injury” or “property damage”.

This exclusion applies to any motorized snow vehicle or its trailers and any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.



This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "automobile" that is owned or operated by or rented or loaned to any insured. This exclusion does not apply to:

- (1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law.
 - (2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" owned by the insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the "automobile" is insured.
 - (3) The ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment, but this exception does not apply when such equipment is used for the purpose of "loading or unloading"
- (g) Damage To Property"
Property damage" to:
- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
 - (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (3) Property loaned to you;
 - (4) Personal property in your care, custody or control;
 - (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
 - (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it. Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you. Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement. Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".
- (h) Damage To Your Product
"Property damage" to "your product" arising out of it or any part of it.
- (i) Damage To Your Work
"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- (j) Damage To Impaired Property or Property Not Physically Injured
"Property damage" to "impaired property" or property that has not been physically injured, arising out of:
- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
 - (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms
- This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use
- (k) Recall of Products, Work or Impaired Property
"Compensatory damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- (1) Your product";
 - (2) "Your work"; or
 - (3) "Impaired property";
- if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- (l) Electronic Data
"Compensatory damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- (m) Personal and Advertising Injury
"Bodily injury" arising out of "personal and advertising injury"
- (n) Professional Services



"Bodily injury" (other than "incidental medical malpractice injury"), or "property damage" due to the rendering of or failure to render by you or on your behalf of any "professional services" for others, or any error or omission, malpractice or mistake in providing those services.

(o) Abuse

- (1) Claims or "actions" arising directly or indirectly from "abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse".
- (2) Claims or "actions" based on your practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".
- (3) Claims or "actions" alleging knowledge by an insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

(p) Blasting, Vibration, Removal or Weakening of Support

"Property damage" arising out of:

- (1) The use of explosives for blasting;
- (2) Vibration from pile driving or caisson work; or
- (3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.

This exclusion (p) does not apply:

- (a) To "property damage" arising out of work performed on your behalf by any contractor or sub-contractor; or
- (b) To "property damage" included within the "products-completed operations hazard".

(q) Asbestos—see Common Exclusions

(r) Fungi or Spores—see Common Exclusions

(s) Nuclear—see Common Exclusions

(t) Pollution—see Common Exclusions

(u) Terrorism—see Common Exclusions

(v) War Risks—see Common Exclusions

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

This insurance applies only when a Personal and Advertising Injury Limit is stated in the Policy Declarations.

1. Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "action" that may result. But:
 - (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.

- (b) This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- (a) Knowing Violation Of Rights Of Another
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- (b) Material Published With Knowledge Of Falsity
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- (c) Material Published Prior To Policy Period
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- (d) Criminal Acts
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.
- (e) Contractual Liability



"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the insured would have in the absence of the contract or agreement.

- (f) **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- (g) **Quality or Performance of Goods – Failure to Conform to Statements**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (h) **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- (i) **Infringement of Copyright, Patent, Trademark or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
- (j) **Insureds In Media and Internet Type Businesses**"Personal and advertising injury" committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider.However, this exclusion does not apply to Paragraphs 21. (a), (b) and (c) of "personal and advertising injury" under the Definitions Section.
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
- (k) **Electronic Chatrooms or Bulletin Boards**"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.
- (l) **Unauthorized Use Of Another's Name or Product**"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any similar tactics to mislead another's potential customers.
- (m) **Asbestos**—see Common Exclusions
- (n) **Fungi or Spores**—see Common Exclusions
- (o) **Nuclear**—see Common Exclusions
- (p) **Pollution**—see Common Exclusions
- (q) **Terrorism**—see Common Exclusions
- (r) **War Risks**—see Common Exclusions

COVERAGE C – MEDICAL PAYMENTS

This insurance applies only when a Medical Expense Limit is stated in the Policy Declarations.

1. Insuring Agreement

- (a) We will pay medical expenses as described below for "bodily injury" caused by an accident
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require
- (b) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section III – Limits Of Insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services

2. Exclusions

We will not pay expenses for "bodily injury":

- (a) Any Insured
To any insured, except "volunteer workers".



- (b) **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured
- (c) **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- (d) **Workers Compensation and Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- (e) **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- (f) **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- (g) **Coverage A Exclusions**
Excluded under Coverage A

COVERAGE D – TENANTS' LEGAL LIABILITY

This insurance applies only when a Tenants' Legal Liability Limit is stated in the Policy Declarations:

1. Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. This insurance applies only to "property damage" to premises of others rented to you or occupied by you. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
 - (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.

- (b) This insurance applies to "property damage" only if:
 - (1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- (c) "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
- (d) "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
 - (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

- (a) **Expected or Intended Injury**
"Property damage" expected or intended from the standpoint of the insured
- (b) **Contractual Liability**
"Property damage" for which the insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement
This exclusion does not apply to liability for "compensatory damages":
 - (1) That the insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an "insured contract", provided the "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "compensatory damages" because of "property damage", provided:



- a. Liability to such party for, or the cost of, that party's defense has also been assumed in the same "insured contract", and
- b. Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.
- (c) Asbestos—see Common Exclusions
- (d) Fungi or Spores—see Common Exclusions
- (e) Nuclear—see Common Exclusions
- (f) Pollution—see Common Exclusions
- (g) Terrorism—see Common Exclusions
- (h) War Risks—see Common Exclusions

COMMON EXCLUSIONS – COVERAGES A, B, C AND D

This insurance does not apply to:

1. Asbestos

"Bodily injury", "property damage" or "personal and advertising injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.

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

2. Fungi or Spores

- (a) "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, 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;
- (c) Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

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

3. Nuclear Energy Liability

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

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

4. Pollution

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants"
 - (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (a) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;



- (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (a) Any insured; or
 - (b) Any person or organization for whom you may be legally responsible; or
 - (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to
 - (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"
 - (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"
- (b) Any loss, cost, or expense arising out of any:
- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"
- However, this Section (b) does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

5. **Terrorism**

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

6. **War Risks**

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

SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D

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

These payments will not reduce the limits of insurance.



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

So long as the above conditions are met, legal fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2. (b) (2) of Section I – Coverage A – Bodily Injury and Property Damage Liability, such payments will not be deemed to be “compensatory damages” for “bodily injury” and “property damage” and will not reduce the limits of insurance.

Our obligation to defend an insured’s indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) We have used up the applicable limit of insurance in the payment of judgements or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in Paragraph (f) above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Policy Declarations as:
- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership, limited liability partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (c) limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers
 - (d) An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your shareholders are also insureds, but only with respect to their liability as shareholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees
2. Each of the following is also an insured:
- (a) Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:
 - (1) “Bodily injury” or “personal and advertising injury”:
 - (a) To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph (1) (a) above;
 - (c) For which there is any obligation to share “compensatory damages” with or repay someone else who must pay “compensatory damages” because of the injury described in Paragraphs (1) (a) or (b) above;



- (d) Arising out of his or her providing or failing to provide professional health care services; or
 - (e) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", volunteer workers", any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member (if you are a limited liability company)
- (b) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager;
- (c) Any person or organization having proper temporary custody of your property if you die, but only;
- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed
- (d) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Form.
3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
- However:
- (a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (b) Coverage A and D does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (c) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a Named Insured in the Policy Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance stated in the Policy Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "actions" brought; or
 - (c) Persons or organizations making claims or bringing "actions"
2. Subject to 3. below, the Each Occurrence Limit is the most we will pay for the sum of:
 - (a) "Compensatory damages" under Coverage A; and
 - (b) Medical expenses under Coverage C;because of all "bodily injury" and "property damage" arising out of any one "occurrence".
All "compensatory damages" arising out of one lot of goods or products prepared or acquired by you, or by another trading under your name, shall be considered as arising out of one "occurrence"
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. The Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
6. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for "compensatory damages" because of "property damage" to any one premises

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

7. Deductible
 - a. Your obligation under Property Damage Liability and Tenants' Legal Liability to pay "compensatory damages" on your behalf applies only to the amount of "compensatory damages" in excess of any deductible amounts stated in the Policy Declarations as applicable to such coverages,



and the limits of insurance applicable to each “occurrence” for Property Damage Liability and any one premises for Tenants’ Legal Liability will be reduced by the amount of such deductible.

- b. The deductible amount applies as follows
 - (1) Under Coverage A: To all “compensatory damages” because of “property damage” as the result of any one “occurrence”, regardless of the number of persons or organizations who sustain “compensatory damages” because of that “occurrence”.
 - (2) Under Coverage D, Tenants’ Legal Liability, to all “compensatory damages” because of “property damage” as the result of any one “occurrence”, regardless of the number of persons or organizations who sustain “compensatory damages” because of that “occurrence”.
- c. The terms of this insurance, including those in respect to:
 - (1) our right and duty to defend any “action” seeking those “compensatory damages”; and
 - (2) your duties in the event of an “occurrence”, claim or “action” apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any claim or “action” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this Form.

2. Canadian Currency Clause

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

3. Changes

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

4. Duties In The Event Of Occurrence, Offense, Claim or Action

- (a) You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, notice should include
 - (1) How, when and where the “occurrence” or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the “occurrence” or offense
- (b) If a claim is made or “action” is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or “action” and the date received; and
 - (2) Notify us as soon as practicableYou must see to it that we receive written notice of the claim or “action” as soon as practicable.
- (c) You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “action”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “action”, and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- (d) No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

5. Examination Of Your Books and Records

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

6. Inspections and Surveys

- (a) We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend any changes
- (b) We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (1) Are safe or healthful; or



- (2) Comply with laws, regulations, codes or standards.
- (c) Paragraphs (a) and (b) of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- (d) Paragraph (b) of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators

7. Legal Action Against Us

No person or organization has a right under this policy:

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

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

8. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B or D of this policy, our obligations are limited as follows:

(a) Primary Insurance

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

(b) Excess Insurance

This insurance is excess over

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis

- (a) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) If the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion (e) of Section I – Coverage A – Bodily Injury and Property Damage Liability

(2) Any other primary insurance available to you covering liability for "compensatory damages" arising out of the premises or operations or products completed operations for which you have been added as an additional insured by attachment of an endorsement

When this insurance is excess, we will have no duty under Coverage A, B or D to defend the insured against any "action" if any other insurer has duty to defend the insured against that "action". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

(c) Method Of Sharing

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

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

9. Premium Audit

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



10. Premiums

The first Named Insured shown in the Policy Declarations:

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

11. Representations

By accepting this insurance, you agree:

- (a) The statements on the Policy Cover Page are accurate and complete;
- (b) Those statements are based upon representations you made to us; and
- (c) We have issued this insurance in reliance upon your representations

12. Separation Of Insureds, Cross Liability

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

- (a) As if each Named Insured were the only Named Insured; and
- (b) Separately to each insured against whom claim is made or "action" is brought.

13. Termination

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to us advance written notice of termination.
- b. We may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 1) 15 days before the effective date of termination if we terminate for non-payment of premium; or
 - 2) 30 days before the effective date of termination if we terminate for any other reasonExcept in Quebec, if notice is mailed, termination takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice. In Quebec, termination takes effect either 15 or 30 days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. The policy period will end on the date termination takes effect.
- e. If this policy is terminated, we will send the first Name Insured any premium refund due. If we terminate, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rate. The termination will be effective even if we have not made or offered a refund

14. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

15. Transfer Of Your Rights and Duties Under This Rider

Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

SECTION V – DEFINITIONS

- 1. "**Abuse**" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
- 2. "**Action**" means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes
 - (a) An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; or
 - (b) Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
- 3. "**Advertisement**" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - (a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - (b) Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement..



4. **"Automobile"** means a land motor vehicle, trailer or semi-trailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Compensatory damages"** means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award
7. **"Coverage territory"** means:
 - (a) Canada and the United States of America (including its territories and possessions);
 - (b) International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in (a) above; or
 - (c) All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in (a) above;
 - (2) The activities of an insured person whose home is in the territory described in (a) above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in (a) above or in a settlement we agree to.
8. **"Employee"** includes a "leased worker" and a "temporary worker".
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or other similar governing document.
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. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
13. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - (a) It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - (b) You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - (2) Your fulfilling the terms of the contract or agreement.
14. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:
 - (a) Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
 - (b) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in (a) and (b) above.
15. **"Insured contract"** means:
 - (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - (b) A sidetrack agreement;
 - (c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - (d) Any other easement agreement;
 - (e) An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
 - (f) An elevator maintenance agreement;
 - (g) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph (g) does not include that part of any contract or agreement:
 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render "professional services", including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
16. **"Leased worker"** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker"
17. **"Loading or unloading"** means the handling of property:
- (a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
 - (b) While it is in or on an aircraft, watercraft or "automobile"; or
 - (c) While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
18. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
19. **"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 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.
20. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
21. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- (a) False arrest, detention or imprisonment;
 - (b) Malicious prosecution;
 - (c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - (d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - (e) Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - (f) The use of another's advertising idea in your "advertisement"; or
 - (g) Infringing upon another's copyright, trade dress or slogan in your "advertisement".
22. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
23. **"Products-completed operations hazard"**
- (a) Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same projectWork that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed
 - (b) Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
24. **"Professional services"** shall include but not be limited to:
- (a) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - (b) Any professional service or treatment conducive to health;



- (c) Professional services of a pharmacist;
 - (d) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - (e) The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
 - (f) Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
 - (g) The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
 - (h) Supervisory, inspection, architectural, design or engineering services;
 - (i) Accountant's, advertiser's, public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
 - (j) Any computer programming or re-programming, consulting, advisory or related services; or
 - (k) Claim, investigation, adjustment, appraisal, survey or audit services
25. **"Property damage"** means:
- (a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - (b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it
- For the purposes of this insurance, electronic data is not tangible property.
As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
26. **"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.
27. **"Spores"** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
28. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
29. **"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.
30. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
31. **"Your product"**
- (a) Means
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products
 - (b) Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions
 - (c) Does not include vending machines or other property rented to or located for the use of others but not sold
32. **"Your work":**
- (a) Means
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations
 - (b) Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



LIABILITY COVERAGE

Item#	Coverage	Amount of Insurance
1	Broad Form Completed Operations	Included
2	Contingent Employers Liability	Included
3	Elevator Collision	\$100,000
4	Employee Benefits Liability Extension	\$500,000
5	Employers Liability	Included
6	Non-Owned Auto	CGL Limit
7	S.E.F. 94	\$50,000
8	S.E.F. 96	Included
9	S.E.F. 99	Included

1. BROAD FORM COMPLETED OPERATIONS EXTENSION

Attached to and forming part of Commercial General Liability Occurrence Basis (Form No. 0779).

Exclusion i of Section I – Coverages – Coverage A is deleted and replaced by the following:

“Property Damage” to that particular part of “The Named Insured’s Work” out of which an “Occurrence” arises due to “The Named Insured’s Work” having been incorrectly performed on it and included in the “Products – Completed Operations Hazard”.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Insured’s behalf by a subcontractor.

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

2. CONTINGENT EMPLOYERS LIABILITY

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the indemnity provided by the policy shall apply in respect of any claim arising out of bodily injury, including death resulting therefrom, accidentally sustained or alleged to have been sustained by any employee who is normally considered to be subject to a Workmen’s Compensation Act or Ordinance where the protection of the Act or Ordinance may be denied or where the claim is beyond the scope of the protection of the Act or Ordinance or where the employee or any other person claiming in respect of the Bodily Injury or death of the employee may elect to take action against the Insured.

3. Elevator Collision Extension

“We agree to pay on “your” behalf all sums which “you” shall become legally obligated to pay as “compensatory damages” for direct physical loss or destruction of, or damage to an elevator car and to any property carried thereon, which you own, lease, occupy or use, or which is in your care, custody or control, provided such loss or damage is caused by the accidental collision of the “elevator” or any such property carried thereon with another object. The accidental collision must occur during the policy period and must take place in the “coverage territory”.

Limit of Insurance

The limit of insurance show on the Declarations Page applicable to this extension is the most “we” will pay for any one loss but this limit of insurance is exclusive of all legal and other expenses incurred by “us” in the investigation of claims and the defence of suits for damage. If more than one elevator car is covered by this insurance, the limit for this extension shall apply separately to each such elevator.

Deductible

“Our” obligation under this extension applies only to the amount of damages in excess of any deductible amount stated in the Declarations.

Exclusions

There shall be no liability under this extension for

- (a) any loss as to which “you” have released any other person or organization from any loss of or damage to property directly or indirectly arising out of the weight of any load exceeding any or all of:
 - (i) the maximum allowable load;
 - (ii) the lifting capacity;
 - (iii) the rated load;
- (b) Loss of use
- (c) Any loss resulting directly or indirectly from the breaking, burning out or disrupting or any electrical machine not located within the elevator car.
- (d) Loss or damage by fire, however caused.
- (e) Loss of or damage to property directly or indirectly arising out of criminal or willful acts or omissions of “you” or “your” “employees” and/or agents;

Except as otherwise provided in this extension, all terms and conditions of this Policy shall remain unchanged.

4. EMPLOYEE BENEFITS LIABILITY EXTENSION



This Endorsement Changes the Policy. Please Read it Carefully.

Attached to and forming part of Commercial General Liability Occurrence Basis (Form No. 0779).

A Insuring Agreement – Employee Benefits Liability

The Insurer agrees to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as “compensatory damages” on account of any claim for injury caused by any negligent act, error or omission in the “administration” of the Named Insured’s “employee benefits program”, and the Insurer shall have the right and duty to defend any “action” against the Insured seeking damages on account of such injury, even if any of the allegations of the “action” as it deems expedient. However, the Insurer will have no duty to defend the Insured against any “action” seeking “compensatory damages” for “bodily injury” or “property damage” to which this insurance does not apply. The Insurer may, at their discretion, investigate any “occurrence” and settle any claim or “action” that may result, but the Insurer shall not be obligated to pay any claim or judgment or to defend any suit after the applicable Limit of Insurance has been exhausted by payment of judgments or settlements.

B Policy Period – Territory

This insurance applies only to claims first brought against the Insured during the policy period within Canada, provided, that as respects any such claim based on or arising out of a negligent act, error or omission occurring prior to the effective date of this insurance, the Insured shall have had no knowledge, as of said effective date, of any negligent act, error or omission which might be expected to result in such claim.

C Persons Insured

Each of the following is an Insured to the extent set forth below:

- (1) the Named Insured;
- (2) each executive officer and “employee” of the Named Insured authorized to administer the Named Insured’s “employee benefits program”.

D Exclusion

This insurance does not apply to:

- (a) any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, discrimination or humiliation on the part of any Insured;
- (b) “bodily injury”, “property damage”, “personal injury” or “advertising injury”;
- (c) any claim for failure of performance of contract by an Insurer, or any other party, including the Insured, obligated to afford the benefits;
- (d) any claim based on insufficiency of funds to meet any obligation under any plan included in the “employee benefits program”;
- (e) any claim based on the failure of the Named Insured to comply with the mandatory provisions of any law concerning workers’ compensation, unemployment insurance, social security or disability benefits; or under any similar law;
- (f) any claim based on:
 - (1) failure of stocks, bonds or other securities to perform as represented by the Insured, including, but not limited to, their failure to produce financial gain, profit or growth;
 - (2) advice given by an Insured to participate in stock subscription or similar plans.

E Limits of Insurance

The Limits of Insurance shown in the Declarations and the rules below fix the most the Insurer will pay regardless of:

(1) Insureds under this policy (2) acts or omissions causing injury for which coverage is afforded under this Form (3) persons sustaining any such injury, (4) claims made or “actions” brought on account of any such injury, or (5) plans included in the Named Insured’s employee benefits program”.

1. The Limit of Insurance stated in the Declarations as applicable to “Each Employee” is the total limit of the Insurer’s liability for all “compensatory damages” because of injury to which this insurance applies sustained by any one “employee”, including such “employee’s” dependants and beneficiaries.
2. The Limit of Insurance stated in the Declarations as applicable to “Each Employee” is the total limit of the Insurer’s liability for all “compensatory damages” because of injury to which this insurance applies sustained by any one “employee”, including such “employee’s” dependants and beneficiaries.

DEDUCTIBLE

Subject to the foregoing clause as respects Limits of Insurance, the liability of the Insurer with respect to Each Employee shall be only for the amount of each claim that is in excess of the deductible amount stated in the Declarations as applicable to Each Employee.

The terms of this insurance, including those with respect to notice of claim or suit, the Insurer’s right to investigate, negotiate and settle any claim or suit, and the Insurer’s right and duty to defend apply irrespective of the application of the deductible amount.

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

F Additional Definitions

Wherever used in this Form:

“Employee Benefits program”, means



one or more of the following types of insurance or plans maintained by the Named Insured solely for the benefit of “employees” of the Named Insured

- (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, unemployment insurance, social security benefits, workers’ compensation and disability benefits insurance; or
- (b) any other similar employee benefits program sponsored by the Named Insured.

“**Administration**”, means

performance of the following ministerial functions for an employee benefits program;

- (a) application of rules determining eligibility for participation of benefits;
- (b) calculation of service and compensation credits for benefits;
- (c) preparation of employee communications material;
- (d) maintenance of participants’ service and employment records;
- (e) preparation of reports required by government agencies;
- (f) calculation of benefits;
- (g) orientation of new participants and advising participants of their rights and options under the plan;
- (h) collection of contributors and application of contributions as provided in the plan;
- (i) preparation of reports concerning participants’ benefits, and
- (j) processing of claims.

“**Employee**” for the purposes of this endorsement, includes an officer or “employee” of the Named Insured, whether actively employed, disabled or retired.

G Additional Condition – Notice

Upon the Insured’s becoming aware of any negligent act, error or omission which may give rise to any injury covered hereunder, written notice shall be given by or on behalf of the Insured in accordance with condition 4. of the Commercial General Liability Form. Duties in the Event of “Occurrence”, “Claim” or “Action”.

H Optional Condition – Extended Reporting Period (Optional)

If the Insurer or the Named Insured shall terminate or not renew the insurance afforded by this Form for any reason other than non-payment of premium by the Named Insured, the Named Insured may elect to purchase a one year extension of time to report claims, hereafter called “extended reporting period”, but only as respects claims which are brought against the Insured during the “extended reporting period” on account of negligent acts, errors or omissions which occurred prior to the termination date of this insurance. To exercise this option, the Named Insured shall give written notice of such election to the Insurer within 30 days following such termination date and by paying, when due, the premium required by the Insurer’s rules, rates and rating plans then in effect.

Except as otherwise provided in the endorsement all terms and conditions of this policy shall remain unchanged.

5. EMPLOYERS LIABILITY EXTENSION

Insuring Agreement – Employers’ Bodily Injury Liability

The Insurer agrees to pay on behalf of the Insured all sums, which the Insured shall become legally obligated to pay as compensatory damages because of “bodily injury” caused by accident sustained by any person and arising out of and in the course of his or her employment by the Insured, in the operations described in the “Declaration Page(s)”.

Limits of Insurance

Regardless of (a) Insureds under this policy (b) persons or organizations who sustain “bodily injury” or (c) claims made or “actions” brought on account of “bodily injury”, the Insurer’s liability is limited as follows:

The Limit of Insurance stated on the Summary of Coverages is the limit of the Insurers’ liability for all compensatory damages, including compensatory damages for care and loss of services, arising out of “bodily injury” sustained by one person, or more than one person, in any one accident or event.

Exclusions

This insurance does not apply to:

- (1) “bodily injury” arising out of the ownership, maintenance, use of operation by or on behalf of the Insured of any aircraft;
- (2) liability assumed by the insured under any contract or agreement;
- (3) any obligation for which the Insured or his Insurer may be held liable under any worker’s compensation law;
- (4) “bodily injury” resulting from the acts or omissions of, or “bodily injury” sustained by, any person employed by the Insured in violation of the law as to age;
- (5) “bodily injury” arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations.

6. NON-OWNED AUTO



Now, Therefore, in Consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated.

Section A – Third Party Liability

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

Bodily Injury to or the Death of Any Person or Damage to Property of Others not in the Care, Custody or Control of the Insured:

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

- a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- b) for any liability imposed upon any person insured by this policy:
 - 1) by any worker's compensation law; or
 - 2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or
- c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement; or
- d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or
- e) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

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) 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
- 3) to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- 4) in case the injury be to a person, reimburse any person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- 5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in section A of Item 7 of the application; and
- 6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

Agreements of Insured

Where indemnity is provided by this 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 stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured person, or (iii) any person or persons residing in the same dwelling premises as the insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

2. Territory

This policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries

3. Hired Automobiles Defined



The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. **Automobiles Operated Under Contract Defined**

The term "Automobiles Operated under Contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

5. **Two or More Automobiles**

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

6. **Premium Adjustment**

The Advance Premium stated in Item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured. The Advance Premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof. The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

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

7. **S.E.F. 94 – LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES**

In consideration for the premium herein stated, 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 as specified in the Declaration Page(s).

Legal Liability For Damage to Hired Automobiles

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

All Perils —from all perils;

Collision or Upset — caused by collision with another object or by upset;

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 (1) a vehicle to which the automobile is attached and (b) the surface of the ground and any other 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 comprehensive.

Specified Perils — caused by fire, lightning, theft or attempt there at, 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.

Deductible Clause

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire, or lightning or theft or the entire automobile covered by such subsection shall give rise to a separate claim in respect to which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount of the deductible, 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 liability, including the deductible provision, if any, under this Insurance Agreement.

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 mechanism 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 each 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. to tapes and equipment for use with a tape recorder when detached therefrom; or
 - f. caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - g. for any amount in excess of the limit stated 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 subsection 'Comprehensive', '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 All perils or Collision or Upset subsections.

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.

The Insurer agrees to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as "compensatory damages" on account of any claim for injury caused by any negligent act, error or omission in the "administration" of the Named Insured's "employee benefits program", and the Insurer shall have the right and duty to defend any "action" against the Insured seeking damages on account of such injury, even if any of the allegations of the "action" are groundless, false or fraudulent, and may make such investigation and settlement of any claim or "action" as it deems expedient.

8. S.E.F. 96 – CONTRACTUAL LIABILITY ENDORSEMENT

In consideration of the premium herein stated, it is understood and 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: Dates of Contracts as reported to insurer:

1 _____
 2 _____
 3 _____

Name(s) of other contracting party or parties:

 "All Contracts" _____

All written agreements—except as otherwise provided in this endorsement, all limits, terms, conditions, provisions and exclusions of the policy shall have full force and effect.

9. S.E.F. 99 – EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

In consideration of the premium for which this policy is issued, it is understood and agreed that Hired Automobiles Defined of the General Provisions and /or Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term "Hired Automobiles" as used in this policy means (1) automobiles hired or leased from others with drivers or (2) hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.



FUNGI AND FUNGAL DERIVATIVES EXCLUSION ENDORSEMENT

If the Declaration Page indicates that the Fungi and Fungal Derivatives Exclusion Endorsement applies, this exclusion applies to all and every section and coverage and endorsement of the policy contract.

1. FUNGI AND FUNGAL DERIVATIVES EXCLUSION – DIRECT DAMAGE

This Policy shall not insure

- (a) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any “fungi” or “spores” unless such “fungi” or “spores” are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by the Policy;
- (b) the cost or expense for any testing, monitoring, evaluating or assessing of “fungi”, or “spores”.

2. FUNGI and FUNGAL DERIVATIVES EXCLUSION – LIABILITY

The insurance in this Policy shall not apply to:

- a. “bodily injury”, “property damage”, “personal injury” or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any cost or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”; or
- b. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
- c. any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

For the purpose of this endorsement, the following definitions are added:

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

“Spores” includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any “fungi”.

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



COMMUNICABLE DISEASE EXCLUSION

THIS POLICY EXCLUSION LIMITS COVERAGE AFFORDED UNDER THIS POLICY. PLEASE READ IT CAREFULLY.

1. Notwithstanding any other provision of this Contract to the contrary, this Contract excludes and does not insure any loss, damage, liability, claim, fine, penalty, judgment, cost, expense or other amount directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):
 - a) a Communicable Disease;
 - b) the fear or threat (whether actual or perceived) of a Communicable Disease; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a Communicable Disease.
2. For the purposes of this exclusion, "loss, damage, liability, claim, fine, penalty, judgment, cost, expense or other amount" includes, but is not limited to, liability of any kind to any third party, loss of revenue or income, and/or replacement costs of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor or test with respect to:
 - a) a Communicable Disease; or
 - b) any property that is affected or may be affected by such Communicable Disease.
3. For the purposes of this exclusion, a "Communicable Disease" means any disease, illness, infection, sickness or syndrome which can be transmitted, either directly or indirectly, by any substance or agent, between or from any organism to another organism (whether of the same or any other species) where:
 - a) such substance or agent is, includes, is comprised of, or contains any virus, bacterium, prion, parasite or other organism or microorganism, or any variation, mutation, or evolution thereof, whether living or not; and
 - b) such disease, illness, infection, sickness, syndrome, substance or agent can or does:
 - i cause or threaten to cause any damage to human health or human welfare; or
 - ii cause or threaten to cause any damage to, deterioration of, loss of value of, marketability of or loss of use of any property; or
 - iii otherwise cause or threaten to cause any loss of revenue, income, market share, or patronage of any kind.
4. This exclusion applies to any and all coverage extensions, additional coverages, exceptions to any exclusion and/or any other coverage grant(s) which are or may be provided under this Contract.
5. Neither this exclusion nor its absence from any prior insurance contract(s) shall be used to demonstrate coverage under such prior insurance contract(s).



CYBER LOSS AND TERRORISM EXCLUSION

This exclusion applies to each and every section of this policy including all riders, endorsements, coverages, coverage extensions, additional coverages and exclusions listed therein. Please read it carefully.

DEFINITIONS

The following definitions apply to all exclusion clauses in this endorsement:

1. "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.
2. "Data" means representations of information or concepts, in any form.
3. "Named Perils" means:
 - A. FIRE OR LIGHTNING
 - B. EXPLOSION: Except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:
 - i. a. the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
 - b. piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
 - c. the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
 - d. smelt dissolving tanks;
 - ii. other vessels and apparatus, and pipes connected therewith, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
 - iii. moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
 - iv. any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion shall not apply to other property insured hereunder that has been damaged by such explosion;
 - v. gas turbines;The following are not explosions within the intent or meaning of this section:
 - i. electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - ii. bursting or rupture caused by hydrostatic pressure or freezing;
 - iii. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
 - C. IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE: The terms "Aircraft" and "Spacecraft" include articles dropped therefrom. There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:
 - i. caused by land vehicles belonging to or under the control of the Insured or any of his employees;
 - ii. to aircraft, spacecraft or land vehicles causing the loss;
 - iii. cause by any aircraft or spacecraft when being taxied or moved inside or outside of "buildings".
 - D. RIOT, VANDALISM OR MALICIOUS ACTS: The term Riot includes open assemblies of strikers inside or outside the "premises" who have quitted work and of locked-out employees. There shall in no event be any liability hereunder for loss or damage:
 - i. due to cessation of work or interruption to process or business operations or by change(s) in temperature.
 - ii. due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under the Explosion peril as defined and limited; (iii) due to theft or attempt thereat.
 - E. SMOKE: The term "Smoke" means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability hereunder for any cumulative damage.
 - F. LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT: The term Leakage From Fire Protective Equipment means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" described on the "Declaration Page" or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.
 - G. WINDSTORM OR HAIL: There shall in no event be any liability hereunder for loss or damage:
 - i. to the interior of the "buildings" insured or their contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
 - ii. directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.



4. "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.
5. "Time Element Loss" means business interruption, contingent business interruption or any other consequential losses.

CYBER LOSS EXCLUSION CLAUSE

1. This policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - A. any loss of, alteration of, damage to or a reduction in the functionality, availability or operation of a "Computer System";
 - B. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "Data", including any amount pertaining to the value of such "Data"; except as specified below.
2. This policy will cover physical damage to property insured, which shall include loss of or damage to "Data", and any "Time Element Loss" and any associated loss adjustment expense directly resulting therefrom where such physical damage and/or loss of or damage to "Data", is directly occasioned by any of the following perils:
"Fire or lightning" and "explosion" all as described in the "Named Perils" definition.

EXCEPTIONS:

This Cyber Loss Exclusion does not apply to the following coverages:

1. Data Compromise Coverage (Form 0105)
2. CyberOne Coverage – Full (Form 0106)
3. CyberOne Coverage – Limited (Form 0107)
4. Equipment Breakdown Coverage (Form 9134)

All terms and conditions of these coverages remain unchanged.

TERRORISM EXCLUSION CLAUSE

1. **TERRORISM EXCLUSION – DIRECT DAMAGE**
This Policy does not insure loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism", except for ensuing loss or damage which results directly from fire or explosion, as described in "Named Perils". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
2. **TERRORISM EXCLUSION – BUSINESS INTERRUPTION**
The insurer shall not be liable for loss of "business income" resulting from loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism", regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, except for ensuing loss or damage which results directly from fire or explosion, as described in "Named Perils".
3. **TERRORISM EXCLUSION – LIABILITY**
The insurance in this Policy does not apply to "bodily injury", "property damage" or "personal injury" arising directly or indirectly, in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal injury".

Except as otherwise noted in this endorsement, all terms and conditions of this policy shall remain unchanged.



Dear Policyholder(s),

Re: Your Personal Information and our Commitment to You!

Portage Mutual values you as a customer and is committed to protecting the privacy of your personal information. We encourage you to read through our commitment as outlined in this document.

The collection, use and disclosure of your personal information by Portage Mutual are part of the critical activities necessary to protect you. Our activities with your personal information are restricted to:

- Communicating with you
- Access your application for underwriting your policies
- Evaluate claims
- Detect and prevent fraud
- Analyze business results
- Act as required or authorized by law

With your consent, we collect, and may have collected previously, personal information necessary in considering your application and providing you insurance protection. All personal information is safeguarded with appropriate security measures.

You may withdraw your consent subject to legal or contractual obligations and with reasonable notice. Withdrawing of consent may prevent Portage Mutual from providing you with the protection and service you have requested.

Portage Mutual strives harder than ever to value you as a customer by providing Insurance with Integrity Since 1884.

For further information about our privacy policies and procedures please visit our website at www.portagemutual.com or contact our privacy officer at:

The Portage la Prairie Mutual Insurance Company

749 Saskatchewan Ave East
Portage la Prairie, MB R1N 3B8
1 204-857-3415
privacyofficer@portagemutual.com



Code of Consumer Rights and Responsibilities

Insurance companies, along with the brokers and agents who sell home, auto and business insurance, are committed to safeguarding your rights 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. 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. Insurance companies will disclose their compensation arrangements with their distribution networks. 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 brochures and websites, as well as through one-on-one meetings with your broker, agent, or company representative. 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 insurance company or broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurance companies, 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 your company's complaint resolution process. Your insurer, agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled.

Disputes involving claims settlement matters may be handled by the independent General Insurance OmbudService www.gio-scad.org where your complaint may be referred to an independent mediator.

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. These standards are outlined in A Consumer's Guide to Property and Casualty Insurance Transactions and supported by members of the Insurance Brokers Association of Canada.

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 insurers are subject to Canada's privacy laws.



To our Pre-Authorized Chequing Policyholders,

As a service to our policyholders, our bank provides a service that will represent a transaction 2 to 4 days after the transaction was first rejected for the reason of non-sufficient funds or funds not cleared. Studies have shown that funds to cover items returned for non-sufficient funds are usually available within days of the original presentment. Transactions paid on representation will not be considered returned and therefore, will not be noted on your account as being returned. An NSF fee will not be charged by Portage Mutual Insurance.

We are pleased to be able to offer this service to our policyholders.

Portage Mutual Insurance



Facing the storm with you

DID YOU KNOW...

...you have the right to attend and vote, in person or by proxy, at annual and special meetings of the policyholders of the Company?

If you would like to receive notice of these meetings, please complete and return the form below or email the requested information to: meetingnotices@portagemutual.com

✂-----

YES, I would like to receive notices for annual and special meetings of the policyholders of the Company.

Insured's name: _____

Policy Number: _____

Mailing Address: _____

Mail to:

Portage Mutual Insurance
749 Saskatchewan Ave E
PO Box 340 Stn Main
Portage la Prairie MB R1N 3B8

