Endorsement

Policy Number:	CAS801981-01
Insured:	BIATHLON CANADA
Effective Date:	March 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #1

EMPLOYERS' LIABILITY COVERAGE

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM

A. PART I - COVERAGES is amended by adding the following:

COVERAGE - EMPLOYERS' LIABILITY

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** to which this Endorsement applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under PART II - SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D.

b. This Endorsement applies to **bodily injury** only if:

i. The **bodily injury** takes place in the **coverage territory**; and

ii. The **bodily injury** arises out of, and in the course of, the injured **employee's** employment by You in Canada; and

iii. The **employee**, at the time of the injury, was not covered or entitled to be covered under a statutory Canadian Provincial, territorial or federal worker's compensation, disability benefits or similar law; and

iv. The **bodily injury**:

(a) is caused by an accident that occurs during the **policy period**; or

(b) if a disease, is caused by or aggravated by conditions of employment by You, and the injured **employee's** last day of last exposure to the conditions causing or aggravating such **bodily injury** occurs during the **policy period**.

c. The **bodily injury** will be deemed to have been known to have occurred at the earliest time when any Insured or any **employee** authorized by any Insured to give or receive notice of an

accident or claim:

i. Reports all, or any part, of the **bodily injury** to Us or any other insurer;

ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury**; or

iii. Becomes aware by any means that the **bodily injury** has occurred or has begun to occur.

iv. Becomes aware of an accident or a circumstance which may give rise to an **occurrence**, claim or **suit.**

d. The **compensatory damages** We will pay, where recovery is permitted by applicable law, include **compensatory damages**:

i. For which You are liable to a third party by reason of a claim or **suit** against You by that third party to recover the **compensatory damages** claimed against such third party as a result of injury to Your **employee**;

ii. For care and loss of services; and

iii. For consequential **bodily injury** to a spouse, common law partner, child, parent, brother or sister of the injured **employee**; provided that these damages are the direct consequence of **bodily injury** that arises out of and in the course of the injured **employee**'s employment by You; and

iv. Because of **bodily injury** to Your **employee** that arises out of and in the course of employment, claimed against You in a capacity other than as employer.

e. We will have the right and duty to defend any **suit** seeking those **compensatory damages**, however:

i. We will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** to which this Endorsement does not apply;

ii. The amount We will pay for **compensatory damages** is limited as described in PART IV - LIMITS OF INSURANCE;

iii. We may investigate and settle any claim or suit at Our discretion; and

iv. Our right and duty to defend ends when We have incurred the limits of insurance available under this Endorsement in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

Bodily injury intentionally caused or aggravated by You or **bodily injury** resulting from an act

which is determined to have been committed by You if it was reasonable to believe that an injury was substantially likely to occur.

b. Contractual Liability

Liability assumed by You under any contract or agreement;

c. Fines or Penalties

Any assessment, penalty or fine levied by any regulatory agency or authority.

d. Punitive Damages

Multiple, exemplary or punitive damages.

e. Vessels, Aircraft and Automobiles

Bodily injury arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others by or on behalf of any Insured of:

i. Any **aircraft**, air cushion vehicle or **watercraft** owned or operated by or rented or loaned to any Insured'

ii. Any premises for the purpose of an airport or **aircraft** landing area and all operations necessary or incidental thereto; or

iii. Any **automobile** owned or operated by or on behalf of or rented or loaned to any Insured.

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

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 **suit**(s) against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **bodily injury** involved the ownership, maintenance, use or entrustment to others of any **automobile** that is owned or operated by or on behalf of or rented or loaned to any Insured.

f. Violation Of Law

Bodily injury suffered or caused by any **employee** while employed in violation of law with Your actual knowledge or the actual knowledge of any of Your executive officers.

g. Violation Of Age Laws Or Employment Of Minors

Bodily injury suffered or caused by any person:

i. Knowingly employed by You in violation of any law as to age; or

ii. Under the age of 14 years, regardless of any such law.

h. Personal and Advertising Injury

Bodily injury arising out of **personal and advertising injury.**

B. For the purposes of the coverage provided by this Endorsement, PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D shall also apply to COVERAGE - EMPLOYERS' LIABILITY.

C. For the purposes of the coverage provided by this Endorsement, PART II - SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D shall also apply to COVERAGE - EMPLOYERS' LIABILITY.

D. For the purposes of the coverage provided by this Endorsement, PART III - WHO IS AN INSURED, paragraphs 2. and 3. are deleted in their entirety.

E. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE, A. LIMITS is amended by adding the following:

1. The Employers' Liability Each Accident Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** covered by this Endorsement because of **bodily injury** to one or more **employees** in any one accident or disease; and

2. The Employers' Liability Aggregate Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** covered by this Endorsement because of **bodily injury** to one or more **employees**. Such aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations of the policy to which this Endorsement is attached, unless the **policy period** is extended after the 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 Aggregate Limit.

F. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE, B. DEDUCTIBLE ON CLAIMS - COVERAGES A, B AND D shall also apply to COVERAGE - EMPLOYERS' LIABILITY.

G. For the purposes of the coverage provided by this Endorsement, paragraph 9. of PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding the following:

9. Duties In The Event of Accident or Injury

f. You must furnish complete information on any claim or **suit** arising out of **bodily injury** or any claim or **suit** involving any of the following:

i. Death;

ii. Quadriplegia or Paraplegia;

iii. Brain damage;

iv. Loss of vision or loss of hearing;

v. Loss of limb;

vi. Hospitalization for more than thirty (30) days;

vii. Second or Third degree burns;

viii. Massive internal injuries affecting body organ(s);

ix. Pollution claims and/or allegations of sexual abuse or sexual assault; or

x. Class actions, representative proceedings or any single proceeding with more than 5 named plaintiffs

H. For the purposes of the coverage provided by this Endorsement, definitions 6. and 11. of PART VI - DEFINITIONS, are deleted in their entirety and replaced by the following:

6. **Bodily injury** means **bodily injury** by accident or disease.

11. **Coverage territory** means:

a. Canada; or

b. All other parts of the world if the **bodily injury** arises out of the activities of a person whose home is in Canada, but is away for a short time on Your business; provided the Insured's responsibility to pay **compensatory damages** is determined in a **suit** on the merits in Canada, or in a settlement We agree to in writing.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. _____

Endorsement

Policy Number:	CAS801981-01
Insured:	BIATHLON CANADA
Effective Date:	March 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #2

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

SCHEDULE

Name of Additional Insured person(s) or business entity(ies)

"As required by written contract"

A. PART III - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or **business entity(ies)** shown in the Schedule above, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by Your acts or omissions or the acts or omissions of those acting on Your behalf:

   a. In the performance of Your ongoing operations; or

   b. In connection with Your premises owned by or rented to You;

   However:

   c. The insurance afforded to such additional Insured only applies to the extent permitted by law; and

   d. If coverage provided to the additional Insured is required by a contract or agreement, the insurance afforded to such additional Insured will not be broader than that which You are required by the contract or agreement to provide for such additional Insured.

B. With respect to the insurance afforded to these additional Insureds, the following is added to PART IV - LIMITS OF INSURANCE:

   If coverage provided to the additional Insured is required by a contract or agreement, the most We will pay on behalf of the additional Insured is the amount of insurance:

a. Required by the contract or agreement; or

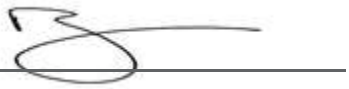
b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. 

Endorsement

Policy Number:	CAS801981-01
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Effective Date:	March 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #3

VIRUS, BACTERIA, DISEASE AND CONTAGION EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

The following exclusion is added to PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D:

Virus, Bacteria, Disease And Contagion

This Insurance Policy provides no coverage for any claim in any way caused by, arising out of or resulting from any virus, bacteria, disease or contagion, including that designated as such by any of the following:

1. a Federal, Provincial, Territorial or Municipal authority or agency;
2. a Minister of the Federal, Provincial or Territorial Crown;
3. a person occupying the position of Chief Medical Officer of Health (or similar position) of a Province, Territory or Municipality;
4. the World Health Organization;
5. the Center for Disease Control/Centre for Disease Control of
   i. Canada or any Canadian Province or Territory;
   ii. the United Kingdom of Great Britain and Northern Ireland; or
   iii. of the United States of America and any American State or Territory.

For purposes of this Endorsement, virus, bacteria, disease or contagion so designated shall include:

a) any derivative, mutation or variation of the virus, bacteria, disease or contagion;

b) any fear or threat of the spread of the virus, bacteria, disease or contagion;

Endorsement

c) any failure to prevent, contain or eradicate the virus, bacteria, disease or contagion.

For purposes of greater clarity the following are examples of virus, bacteria, disease or contagion that are excluded by this Endorsement:

1) Coronavirus disease (COVID-19);

2) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

3) Ebola;

4) Avian Influenza (Avian Bird Flu); and,

5) Legionella (Legionnaire's Disease).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

Endorsement

Policy Number:	CAS801981-01
Insured:	BIATHLON CANADA
Effective Date:	March 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #4

ERRORS AND OMISSIONS LIABILITY WITH COVERAGE FOR DIRECTORS AND OFFICERS (OCCURRENCE, DEFENCE EXPENSES INCLUDED IN LIMIT)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM

A. PART I - COVERAGES is amended by adding the following:

COVERAGE - ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of a **wrongful act** to which this Endorsement applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under PART II - SUPPLEMENTARY PAYMENTS.

b. This Endorsement applies to **wrongful acts** only if:

i. The **wrongful act** is committed by a negligent act, omission, neglect or breach of duty arising out of Your business;

ii. The **wrongful act** is committed in the **coverage territory**; and

iii. The **wrongful act** is committed during the **policy period**.

c. A **wrongful act** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured or any **employee** authorized by any Insured to give or receive notice of a **wrongful act** or claim, includes any continuation of that **wrongful act** after the end of the **policy period**.

d. All claims arising out of the same **wrongful act** or any combination of **interrelated wrongful acts** shall be considered a single **wrongful act**, and will be deemed to have been known to have occurred at the earliest time when any Insured or any **employee** authorized by any Insured to give or receive notice of **wrongful act** or claim:

i. Reports all, or any part, of the **wrongful act** to Us or any other insurer;

ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **wrongful act**; or

iii. Becomes aware by any means that the **wrongful act** has occurred or has begun to occur.

e. We will have the right and duty to defend any claim or **suit** seeking those **compensatory damages**, however:

i. We will have no duty to defend the Insured against any claim or **suit** seeking damages for **wrongful acts** to which this Endorsement does not apply;

ii. The amount We will pay for **compensatory damages** and **defence expenses** is limited as described in PART IV - LIMITS OF INSURANCE;

iii. We may investigate and settle any claim or **suit** at Our discretion; and

iv. Our right and duty to defend ends when We have incurred the limits of insurance available under this Endorsement in the payment of judgments, settlements or **defence expenses**.

2. Exclusions

This insurance does not apply to:

a. Bodily Injury, Property Damage And Personal And Advertising Liability

Any liability arising out of **bodily injury**, **property damage**, or **personal and advertising liability**.

b. Damages Other Than Money

i. Any claim or **suit** seeking relief, or redress, in any form other than money damages;

ii. Fees or expenses relating to any claim, demand or **suit** seeking relief or redress, in any form other than money damages.

c. Failure To Maintain Insurance

Any liability arising out of the Insured's part to effect and maintain insurance.

d. Fraud Or Dishonesty

Any liability that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from any dishonest, fraudulent, criminal or malicious act or omission of the Insured, or any person at any time employed by the Insured.

e. Gaining In Fact Or Personal Profit

Any liability that in any way, in whole or in part, directly or indirectly, arises out of, relates to or

results from any Insured gaining in fact or personal profit or advantage to which the Insured is not legally entitled.

f. Insured Versus Insured

Any claim for **compensatory damages**, loss, cost, or expense brought or maintained by or on behalf of any Insured against any other Insured.

B. For the purposes of the coverage provided by this Endorsement, PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D shall apply to COVERAGE - ERRORS AND OMISSIONS LIABILITY, and shall also apply to **wrongful acts**.

C. For the purposes of the coverage provided by this Endorsement, PART II - SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D is deleted and replaced by the following:

PART II - SUPPLEMENTARY PAYMENTS

We will pay **defence expenses** with respect to any claim We investigate or settle or any suit against an Insured We defend. Unless prevented by law, these payments will reduce the Limits of Insurance.

D. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE is deleted and replaced by the following:

A. LIMITS

1. The Limits of Insurance stated in the Declarations and the rules below fix the most We will pay regardless of the number of:

   a. Insureds;

   b. **Wrongful acts**, **occurrences**, claims made or **suits** brought;

   c. Persons or **business entities** making claims or bringing **suits**;

2. The Errors And Omissions Aggregate Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** and **defence expenses** covered by this Endorsement because of **wrongful acts** to which this insurance applies. Such aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations of the policy to which this Endorsement is attached, unless the **policy period** is extended after the 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 Aggregate Limit.

3. Subject to paragraph 2. above, the Errors And Omissions Each Occurrence Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** and **defence expenses** covered by this Endorsement because of **wrongful acts** to which this insurance applies.

B. DEDUCTIBLE ON CLAIMS

1. Our obligation to pay **compensatory damages** on Your behalf applies only to the amount of **compensatory damages** and **defence expenses** in excess of any deductible amounts stated in

the Policy Declarations, as applicable to such coverages, and the Limits of Insurance applicable to each claim or **suit** as shown in the policy Declarations will be reduced by the amount of such deductible. The aggregate limit for such coverages shall not be reduced by the application of such deductibles.

2. The deductible amount applies as the result of any one **wrongful act**, regardless of the number of persons or **business entities** which sustain damages because of that **wrongful act**.

3. The terms of this Policy, including those with respect to:

   a. Our right an duty to defend any claim or **suit** seeking those **compensatory damages** and **defence expenses**; and

   b. Your duties in the event of an **wrongful act**,

   apply irrespective of the application of the deductible amount.

4. We may pay any part, or all, of the deductible amount to effect settlement of any claim or **suit** and, upon notification of the action taken, You shall promptly reimburse Us for such part of the deductible amount as has been paid by Us.

E. For the purposes of the coverage provided by this Endorsement, Conditions 9. and 14. of PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS are deleted and replaced by the following:

9. Duties In The Event Of A Wrongful Act, Claim Or Suit

a. You must see to it that We are notified as soon as practicable of a **wrongful act** which may result in a claim or **suit**. Notice should include:

   i. How, when and where the **wrongful act** took place; and

   ii. The names and addresses of any injured persons and witnesses; and

   iii. The nature and location of any injury or damage arising out of the **wrongful act**.

b. If a claim is made or **suit** is brought against any Insured, You must:

   i. Immediately record the specifics of the claim or **suit** and the date received; and

   ii. Notify Us in writing as soon as practicable of the claim or **suit**.

c. You and any other involved Insured must:

   i. Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;

   ii. Authorize Us to obtain records and other information;

   iii. Cooperate with Us in the investigation, settlement or defence of the claim or **suit**; and

   iv. Assist us, upon Our request, in the enforcement of any right against any person or

business entity which may be liable to the Insured because of an **wrongful act** to which this Endorsement may also apply.

d. No Insured will make any admission of liability, without Our consent;

e. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense without Our consent.

14. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss We cover under this Endorsement, Our obligations are limited as follows:

a. Primary Insurance

This Policy is primary except when Paragraph b. below applies. If this Policy 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 Paragraph c. below.

b. Excess Insurance

This Policy is excess over any other insurance, whether primary, excess, contingent or on any other basis that is insurance purchased by You to cover Your liability with respect to Errors and Omissions or similar coverage.

When this Policy is excess, We will have no duty to defend any claim or **suit** that any other insurer has a duty to defend. If no other insurer defends, We will have the right to defend but not the obligation to do so. If We elect to defend, We will be entitled to all the Insured's rights against all those other insurers. When this Policy is excess over other insurance, We will pay only Our share of the amount of the loss, if any, that exceeds the sum of:

i. The total amount that all such other insurance would pay for the loss in the absence of this Policy; and

ii. 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 the Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance stated in the Declarations of this Policy.

c. Method of Sharing

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

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

F. For the purposes of coverage provided by this Endorsement, the following are added to PART VI -

Endorsement

DEFINITIONS:

Defence expenses means those reasonable and necessary expenses that result from the investigation, settlement and defence of a specific claim or **suit**, including:

a. All expenses We incur;

b. The expense of legal, administrative or alternative dispute resolution proceedings;

c. The cost of bonds to release attachments or as may be required by Court order, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;

d. All reasonable expenses incurred by the Insured at Our request to assist Us in the investigation or defence of the claim or **suit**, including actual loss of earnings up to $250 a day because of time off from work; and

e. All court costs taxed against the Insured in the **suit**;

f. Prejudgment interest awarded against the Insured on that part of the judgment We pay. If We make an offer to pay the applicable limit of insurance, We will not pay any prejudgment interest based on that period of time after the offer;

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before We have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Interrelated wrongful acts means all causally connected **wrongful acts** arising out of the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for any claim or **suit**.

Wrongful act means:

a. Any actual or alleged negligent error, misstatement, or misleading statement by an Insured;

b. Any actual or alleged negligent act, omission, neglect or breach of duty by an Insured. A **wrongful act** does not include any activity of an insured who is a member of a licensed or certified profession where such activity is related to the practice of such profession, whether on a voluntary basis or otherwise. A wrongful act includes **interrelated wrongful acts**.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. _____

Endorsement

Policy Number:	CAS801981-01
Insured:	BIATHLON CANADA
Effective Date:	March 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #5

PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION (DESIGNATED PERSON OR BUSINESS ENTITY)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

SCHEDULE

Name of person(s) or business entity(ies)

Biarthlon Canada, Biathlon Alberta, Alberta Biathlon Club

Solely with respect to the person(s) or **business entity(ies)** shown in the Schedule, the following is added to PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 14:

Primary and Non-Contributory Insurance:

This Policy is primary to and will not seek contribution from any other insurance available to an additional Insured under this Policy provided that:

a. The additional Insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this Policy would be primary and would not seek contribution from any other insurance available to the additional Insured.

Endorsement

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

Endorsement

Policy Number:	CAS801981-01
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #6

S.P.F. NO. 6 - STANDARD NON-OWNED AUTOMOBILE LIABILITY POLICY

SCHEDULE:

Coverages

Inclusive Limits: Bodily Injury Liability
and
Property Damage Liability combined
Limits of Liability as shown in the Declarations.

This Coverage Rider is evidence of a contract of Insurance between the Insured and the Insurer, subject in all respects to the Standard Non-Owned Automobile Policy (S.P.F. No. 6 or Q.P.F. No. 6) approved by the Superintendent of Insurance for the province stated in the Declarations. Upon request, the Insurer will provide to the Insured a copy of the said standard policy form.

INSURING AGREEMENT:

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

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:

1. 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

2. for any liability imposed upon any person insured by this policy:

    a. by any workmen's compensation law; or

b. by any law for bodily injury to or the death of the Insured or any partner or employee of the Insured while engaged in the business of the Insured; or

3. for any liability assumed by any person insured by this policy voluntarily under any contract or agreement unless such contract or agreement is in writing; or

4. 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

5. any amount in excess of the limit stated in the Liability Declarations and expenditures provided for in the Additional Agreement of this Policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to nuclear energy hazard.

ADDITIONAL AGREEMENTS OF INSURER

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

1. upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and

2. to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and

3. to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and

4. in case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and

5. be liable up to the minimum limit(s) prescribed for that Province or Territory of Canada in which the accident occurred, if that limit(s) is higher than the limit as stated in the Liability Declarations; and

6. not set up any defence to a claim that might not be set up if the policy were a Motor Vehicle Liability Policy issued in the Province or Territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

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

1. 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;

2. 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.

Endorsement

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 the Declarations, any automobile not owned in whole or part by or licensed in the names 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 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 the Declarations 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 the Declarations 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 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 trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.

6. **PREMIUM ADJUSTMENT**: the advance Premium stated in Item 5 of the application is computed on the estimated total cost of hire for the Policy Period. The words cost of hire as used herein mean the entire amount incurred for **hired automobiles** and drivers when such automobiles are hired with drivers or the amount incurred for **hired automobiles** and the wages paid to drivers when such drivers are employees of the Insured.

   The Advance Premium stated in Item 6 of the application is computed on the estimated total contract cost for the Policy Period. The words contract cost as used herein mean the entire amount paid by the Insured for **automobiles operated under contract** to the owners thereof.

   The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay

additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

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

STATUTORY CONDITIONS

The insurance under this section is subject to the Statutory Conditions of the Standard Non-Owned Automobile Policy approved by the Superintendent of Insurance for the Province in which this Policy is issued.

STANDARD NON-OWNED AUTOMOBILE STATUTORY CONDITIONS

In these Statutory conditions, unless the context otherwise requires the word Insured means a person insured by this contract whether named or not.

MATERIAL CHANGE IN RISK

1. (1) The Insured named in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.

(2) Without restricting the generality of the foregoing, the words change in the risk material to the contract include:

a. any change in the insurable interest of the Insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the BANKRUPTCY ACT (Canada); and in respect of insurance against loss of or damage to the automobile;

b. any mortgage, lien or encumbrance affecting the automobile after the application for this contract;

c. any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

PROHIBITED USE BY INSURED

2. (1) The Insured shall not drive or operate the automobile

a. unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or

b. while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or

c. while he is under the age of sixteen years or under such other age as is prescribed by law of the Province in which he resides at the time this contract is made as being the minimum age at

which a licence or permit to drive an automobile may be issued to him; or

d. for any illicit or prohibited trade or transportation; or

e. in any race or speed test;

f. while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile.

PROHIBITED USE BY OTHERS

(2) The Insured shall not permit, suffer, allow or connive at the use of the automobile,

a. by any person,

i. unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or

ii. while that person is under the age of sixteen years or under such other age as is prescribed by the law of the Province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or

b. by any person who is a member of the household of the insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or

c. any illicit or prohibited trade or transportation; or

d. in any race or speed test; or

e. by any person while that person is under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile.

REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY

3. (1) The Insured shall,

a. promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;

b. verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and

c. forward immediately to the Insurer every letter, document, advice or writ received by him from or on behalf of the claimant.

(2) The Insured shall not,

a. voluntarily assume any liability or settle any claim except at his own cost; or

b. interfere in any negotiations for settlement or in any legal proceeding.

(3) The Insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE

4. (1) Where loss of or damage to the automobile occurs, the Insured shall, if the loss or damage is covered by this contract,

a. promptly give notice in writing to the Insurer with the fullest information obtainable at the time; and

b. at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and

c. deliver to the Insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the damage, the interest of the Insured and all others therein, the encumbrances thereon, all other insurance, whether valid or not covering the automobile and that the loss or damage did not occur through any willful act or neglect, procurement, means or connivance of the Insured.

(2) Any further loss or damage to the automobile directly or indirectly from a failure to protect it as required under subcondition (1) of this condition is not recoverable under this contract.

(3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,

a. without the written consent of the Insurer; or

b. until the Insurer has had a reasonable time to make the examination for which provision is made in statutory condition 5.

EXAMINATION OF INSURED

(4) The Insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.

INSURER LIABLE FOR CASH VALUE OF AUTOMOBILE

(5) The Insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that

actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out-of-stock, the liability of the Insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

REPAIR OR REPLACEMENT

(6) Except where an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of the like or kind and quality if within seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.

NO ABANDONMENT: SALVAGE

(7) There shall be no abandonment of the automobile to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the Insurer.

IN CASE OF DISAGREEMENT

(8) In the event of the disagreement as to the nature and extent of the repairs and replacement required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by appraisal as provided under THE INSURANCE ACT before there can be recovery under this contract, whether the right to recover under this contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

INSPECTION OF AUTOMOBILE

5. The Insured shall permit the Insurer at all reasonable times to inspect the automobile and its equipment.

TIME AND MANNER OF PAYMENT OF INSURANCE MONEY

6. (1) The Insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under sub-condition 8 of statutory condition 4, within fifteen days after the award is rendered by the appraisers.

WHERE ACTION MAY BE BROUGHT

(2) The Insured shall not bring action to recover the amount of a claim under this contract unless the requirements of statutory conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the Insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

LIMITATION OF ACTIONS

(3) Every action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one

year next after the cause of action arose and not afterwards.

WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

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

TERMINATION

8. (1) This contract may be terminated,

a. by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days written notice of termination personally delivered;

b. by the Insured at any time on request.

(2) Where this contract is terminated by the Insurer,

a. the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be less than any minimum retained premium specified; and

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

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

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

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

NOTICE

9. Any written notice to the Insurer may be delivered at, or sent by registered mail to the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in this contract by letter personally delivered to him at his latest post office address as notified to the Insurer. In this condition, the expression registered means registered in or outside Canada.

DECLARATIONS

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents

Endorsement

relating to this insurance.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused
this Endorsement to be signed by
an Authorized Representative.

Per.

Endorsement

Policy Number:	CAS801981-01
Insured:	BIATHLON CANADA
Effective Date:	March 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #7

S.E.F. NO. 94 -LEGAL LIABILITY FOR DAMAGE TO NON OWNED AUTOMOBILES

(for attachment only to a Non-Owned Policy S.P.F. No. 6)

THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is stated and no other.

SECTION B - LEGAL LIABILITY FOR DAMAGE TO NON OWNED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of **any automobile, not owned in whole or in part by or licensed in the name of the Insured** and resulting from loss or damage thereto, caused solely by:

Subsection 1 - ALL PERILS - from all perils;

Subsection 2 - COLLISION OR UPSET - caused by collision with **another object** or by upset;

Subsections 3 - COMPREHENSIVE - from any peril other than by collision with **another object** or by upset;

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

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

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

DEDUCTIBLE CLAUSE

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

EXCLUSIONS

The Insurer shall not be liable:

1. for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or

2. under any subsection hereof for loss or damage

    a. to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or

    b. to any automobile while being used without the consent of the owner thereof; or

    c. caused directly or indirectly by contamination by radioactive material; or

    d. to radios designed both for transmitting and receiving or their equipment; or

    e. to contents of trailers or to rugs or robes; or

    f. to tapes and equipment for use with a tape recorder when detached therefrom; or

    g. caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or

    h. for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or

3. under subsections 3 (Comprehensive) 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

ADDITIONAL AGREEMENT

Endorsement

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

Subsection	Perils	Limits and Deductible
1.	All Perils	Limits: ***$$50,000*** (exclusive of interests and costs) any one accident Deductible: The amount stated in the Declarations of this Policy

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

Endorsement

Policy Number:	CAS801981-01
Insured:	BIATHLON CANADA
Effective Date:	March 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #8

S.E.F. NO. 96 - CONTRACTUAL LIABILITY ENDORSEMENT

(for attachment only to a Non-Owned Policy S.P.F. No. 6)

It is agreed that exclusion (3) of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

(3) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

All written contracts entered into by the Insured.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

Endorsement

Policy Number:	CAS801981-01
Insured:	BIATHLON CANADA
Effective Date:	March 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #9

S.E.F NO. 99 - EXCLUDING LONG TERM LEASED VEHICLE

(for attachment only to a Non-Owned Policy S.P.F. NO 6)

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of the General Provision and 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 (a) automobiles hired or leased from others with drivers or (b) hired or leased by the named Insured from others without driver for periods not exceeding 30 days, used under the control 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.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. _____

Endorsement

Policy Number:	CAS801981-01
Insured:	BIATHLON CANADA
Effective Date:	March 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #10

O.E.F. 98B - REDUCTION OF COVERAGE FOR LESSEES OR DRIVERS OF LEASED VEHICLES

(for attachment only to a Non-Owned Policy S.P.F. No. 6)

1. Purpose of this endorsement:

This endorsement alters the coverage provided by this policy with respect to claims in Ontario for loss or damage arising directly or indirectly from the use or operation of a motor vehicle that is leased.

2. How the policy coverage is changed:

The Insurer also agrees to pay on behalf of every partner, officer or employee of the Insured who, in the business of the Insured stated in Item 3 of the application, leases an automobile **for a period of not more than 30 days** in their own name, all sums which such partner, officer or employee is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s).

The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the Insured or to the partner, officer or employee of the Insured.

Underlying coverage available to the Insured or to the partner, officer or employee of the Insured includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The terms leased, lease, and lessee are used as equivalent to rented, rent and renter.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. _____

Endorsement

Policy Number:	CAS801981-01
Insured:	BIATHLON CANADA
Effective Date:	March 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #11

ABUSE INCIDENT LIABILITY COVERAGE (CLAIMS MADE)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM

A. If no Retroactive Date is shown in the Declarations, the Retroactive Date will be deemed to be the first day of the **policy period**.

B. PART I - COVERAGES is amended by adding the following:

ABUSE INCIDENT LIABILITY COVERAGE

1. Insuring Agreements

a. We will pay those sums the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** to which this Endorsement applies. We will have the right and duty to defend the Insured against any **suit** seeking those **compensatory damages**. However, We will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** to which this Endorsement does not apply. At Our discretion, We may investigate any **abuse incident** that may involve this Endorsement, and settle any claim or **suit** that may result. However:

i. The amount We will pay for the sum of **compensatory damages** and **defence expenses** is limited as described in Limits Of Insurance of this Endorsement; and

ii. Our right and duty to defend ends when We have used up the applicable limits of insurance in the payment of judgments, settlements or **defence expenses** under this Endorsement.

b. This Endorsement applies to **bodily injury** only if:

i. The **bodily injury** is caused by, arises out of or results from an actual or threatened **abuse incident**; and

ii. The **abuse incident** takes place in the **coverage territory**; and

iii. The **bodily injury** did not occur before the Retroactive Date**,** if any, shown in the Declarations, or after the end of the **policy period**; and

iv. A claim or **suit** seeking **compensatory damages** because of **bodily injury** is first made or brought against any Insured during the **policy period**, or during any Extended Reporting Period We provide under this Endorsement**.**

c. Any **bodily injury** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured or any **employee** authorized by the Insured to give or receive notice of an **abuse incident**, claim or **suit**, includes any **continuation** of that **bodily injury** after the end of the **policy period.**

d. All claims or **suits** for **compensatory damages** because of **bodily injury** arising out of actual or threatened **abuse** to a person or persons because of multiple, continuous, sporadic or related actual or threatened acts of **abuse** committed or alleged to have been committed by one perpetrator or two or more perpetrators acting together, or by the **business entity** to which this Endorsement applies, will be deemed to be one **abuse incident** and will be deemed to have occurred at the time of the first act of such **abuse.**

e. A claim or **suit** by a person or organization seeking **compensatory damages** will be deemed to have been made when notice of such claim or **suit** is received and recorded by any Insured or by Us, whichever comes first**.**

f. All claims or **suits** for **compensatory damages** because of **bodily injury** to the same person, including **compensatory damages** claimed by any person or **business entity** for care, loss of services, or death resulting at any time from the **bodily injury**, will be deemed to have been made at the time the first of those claims or **suits** is made against any Insured**.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under PART II - SUPPLEMENTAL PAYMENTS - ABUSE INCIDENT LIABILITY COVERAGE**.**

2. Exclusions

This Endorsement does not apply to:

a. Any Cause Other Than an Abuse Incident

Bodily injury arising directly or indirectly from any cause other than the **abuse incident.**

b. Fines And Penalties

Any fines, penalties, punitive damages, exemplary damages, aggravated damages, or the multiple portion of any multiplied damage award**.**

c. Child, Youth and Family Services Act

Bodily injury allegedly or actually arising from the failure of any Insured to comply with the obligations prescribed by any Child, Youth and Family Services Act or any previous or corresponding statute in the applicable jurisdiction**.**

d. Participating Insured or Criminal Acts

i. Any Insured who allegedly or actually participated in, directed, instigated, facilitated, prompted, promoted, condoned, connived in, or otherwise was involved in any way with the **abuse incident**; or

ii. **Bodily injury** allegedly or actually arising out of any criminal act by, or with the connivance of, any Insured.

e. Passive Insured

Any Insured who remains passive upon gaining knowledge of any actual, alleged or threatened **abuse**.

f. Known Offenders

Any claims or **suits** arising from an **abuse incident** allegedly or actually, directly or indirectly caused by any of Your **employees** or **volunteer workers**, where any **employee** or **volunteer worker** has been designated by You as having **supervisory authority** either

i. Knew, or

ii. Ought to have known

That the **employee** or **volunteer worker** had previously directly or indirectly caused an **abuse incident**, or was likely to directly or indirectly cause an **abuse incident**.

C. For the purposes of the coverage provided by this Endorsement, PART II - SUPPLEMENTAL PAYMENTS - COVERAGES A, B AND D is deleted and replaced by the following:

PART II - SUPPLEMENTAL PAYMENTS - ABUSE INCIDENT LIABILITY COVERAGE

For the purposes of this Endorsement, We will pay **defence expenses** with respect to any claim We investigate or settle, or any **suit** against an Insured We defend. Unless prevented by law, these payments will reduce the Limits of Insurance.

D. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE is deleted and replaced by the following:

PART IV - LIMITS OF INSURANCE

A. LIMITS

1. The Limits of Insurance shown in the Declarations and the rules below fix the most We will pay under Abuse Incident Liability Coverage provided by this Endorsement, regardless of the number of:

a. Insureds;

b. **Abuse incidents**, **occurrences**, claims made or **suits** brought; or

c. Persons or **business entities** making claims or bringing **suits**.

2. Subject to applicable law, the Abuse Aggregate Limit is the most We will pay for the sum of all **compensatory damages** and **defence expenses** for all claims or **suits** covered by this Endorsement.

3. Subject to applicable law, **defence expenses** are part of, and not in addition to, the Limits of Insurance provided by this Endorsement. The Abuse Each Occurrence Limit and the Abuse Aggregate Limit, shown in the Declarations, will be reduced by the sum of the amounts We pay as **compensatory damages** and **defence expenses**.

4. Subject to Paragraph 2. above, the Abuse Each Occurrence Limit is the most We will pay for the sum of all **compensatory damages** and **defence expenses** because of all **bodily injury** arising out of any one **abuse incident**, regardless of the number of acts of **abuse** committed, the period of time over which such acts occur, the number of claimants, or the number of perpetrators taking part in the **abuse incident**.

5. The coverage provided by this Endorsement does not provide any duplication or overlap of any other coverage provided elsewhere in the Policy to which this Endorsement is attached. No coverage is provided for **bodily injury** arising out of or resulting from an actual or threatened **abuse incident** under this Policy except as provided in this Endorsement.

The Limits of Insurance shown in the Declarations applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations, unless the **policy period** is extended after the 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.

B. DEDUCTIBLE

1. Our obligation to pay **compensatory damages** and **defence expenses** on Your behalf applies only to the amount of **compensatory damages** and **defence expenses** in excess of any deductible amounts stated in the Declarations as applicable to coverage provided by this Endorsement, and the Limits of Insurance as shown in the Declarations will be reduced by the amount of such deductible. The Abuse Aggregate Limit shall not be reduced by the application of such deductible amount.

2. The deductible amount applies as the result of any one **abuse incident**, regardless of the number of persons or **business entities** who sustain damages because of that **abuse incident**.

3. The terms of this Endorsement, including those with respect to;

   a. Our right and duty to defend any claim or **suit** seeking those **compensatory damages** and **defence expense**; and

   b. Your duties in the event of an **abuse incident**, claim or **suit**,

   apply irrespective of the application of the deductible amount.

4. We may pay any part, or all, of the deductible amount to effect settlement of any claim or **suit** and,

upon notification of such payment made, You shall promptly reimburse Us for such part of the deductible amount as has been paid by Us.

E. For the purposes of the coverage provided by this Endorsement, PART IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The heading and Paragraph a. of Condition 9. Duties in the Event of Occurrence, Offence, Claim or Suit is deleted and replaced by the following:

9. Duties In The Event Of Abuse Incident, Claim Or Suit

a. You must see to it that We are notified as soon as practicable of an act or allegation of **abuse incident** which may result in a claim or **suit**. To the extent possible, notice should include:

i. How, when and where the **abuse incident** took place; and

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the **abuse incident**.

2. Condition 14. Other Insurance, Paragraph b. is deleted and replaced by the following:

b. Excess Insurance

The insurance provided by this Endorsement is excess over any other valid and collectible abuse liability insurance provided to any Insured, whether such other insurance is provided on a primary, excess, contingent or any other basis, unless such other insurance is written to be specifically excess of this Endorsement

3. The following Conditions are added:

Anti-Stacking of Limits

If this Endorsement and any other endorsement, coverage form or policy issued to You by Us or any company affiliated with Us applies to the same **abuse incident**, the aggregate maximum Limit of Insurance under all such endorsements, coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement, coverage form or policy and only a single limit shall apply. This condition does not apply to any endorsement, coverage form or policy issued by Us or an affiliated company specifically to apply as excess insurance over this Endorsement.

Transfer of Control of Defence

Before the applicable limit of insurance is used up by Us, You may take over control of the defence of any outstanding claim or **suit** previously reported to Us if:

a. We and You agree; or

b. A court orders You to do so.

If the applicable limit of insurance is used up, We will notify You as soon as practicable of all

outstanding claims or **suits**, so You can arrange to take over control of their defence.

We agree to take whatever steps necessary during a transfer of control of defence of an outstanding claim or **suit** to continue that defence and avoid a default judgment during such transfer. When We take such steps, You agree that We do not waive or give up any of Our rights. You also agree to repay the reasonable expenses We incur for such steps taken after the applicable limit of insurance is used up.

F. For the purposes of the coverage provided by this Endorsement, the following definitions are added to PART VI - DEFINITIONS:

Abuse incident means a single act, or multiple, continuous, sporadic or related acts of **abuse**, caused to one or more persons, by one perpetrator, or two or more perpetrators acting together. **Abuse incident** includes negligent employment or supervision of any person accused or involved in such **abuse**.

Defence expenses means those reasonable and necessary expenses that result from the investigation, settlement and defence of a specific claim or **suit**, including:

a. All expenses We incur;

b. The expense of legal, administrative or alternative dispute resolution proceedings;

c. The cost of bonds to release attachments or as may be required by Court order, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;

d. All reasonable expenses incurred by the Insured at Our request to assist Us in the investigation or defence of the claim or **suit**, including actual loss of earnings up to $250 a day because of time off from work; and

e. All court costs taxed against the Insured in the **suit**;

f. Prejudgment interest awarded against the Insured on that part of the judgment We pay. If We make an offer to pay the applicable limit of insurance, We will not pay any prejudgment interest based on that period of time after the offer;

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before We have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Passive Insured means any Insured that accepts or allows what happens or what others do, without active response or resistance upon gaining knowledge of any actual, alleged or threatened **abuse**.

Supervisory authority means a person or persons who have the authority to employ or terminate the employment of other **employees** or **volunteer workers**.

G. For the purposes of the coverage provided by this Endorsement, the following Extended Reporting Period is added to the Policy:

1. We will provide an automatic Extended Reporting Period as described below, if:

a. This Policy is cancelled or not renewed for any reason except non-payment of premium;

b. We renew or replace this Policy with other insurance that:

i. Has a Retroactive Date later than the one shown in the Declarations of this Policy; or

ii. Does not apply to **bodily injury** on a claims-made basis.

2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to claims for **bodily injury** that occurs before the end of the **policy period** but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Period may not be cancelled.

3. The Extended Reporting Period starts with the end of the **policy period** and lasts for:

a. One year with respect to claims because of **bodily injury** arising out of an **abuse incident** reported to Us, not later than 60 days after the end of the **policy period**, in accordance with PART IV - CONDITIONS, Paragraph 9. a. of Duties In The Event Of Abuse Incident, Claim Or Suit;

b. Sixty days with respect to claims arising from **abuse incidents** not previously reported to Us.

4. The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance You purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

5. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. _____