

Attached to and forming part of the Commercial General Liability Form LR02N and the Non-Owned Automobile Policy S.P.F. No. 6 Form L222N.

Unless specifically endorsed on the Declarations, the Limit of Insurance stated in the Summary of Coverages below applies to the coverages listed in the Summary of Coverages listed below. The Limits of Insurance applicable to this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## Summary of Coverages

Item	Coverage	Limit of Insurance
<b>A. For attachment to a Non-Owned Policy (S.P.F. No. 6)</b>		
1.	S.E.F. No. 94 – Legal Liability for Damage to Hired Automobiles	\$50,000 any one accident
2.	S.E.F. No. 99 – Excluding Long Term Leased Vehicle Endorsement	Included
3.	S.E.F. No. 96 – Contractual Liability Endorsement	Included
<b>B. For attachment to Commercial General Liability</b>		
4.	Employers' Liability	Included
5.	Voluntary Compensation (Employers' Liability)	Limits as shown on page 3 of this Endorsement
6.	Employee Benefits	\$250,000 each employee \$2,000,000 Aggregate
7.	Trademark Infringement	\$25,000

### A. APPLICABLE TO NON-OWNED AUTOMOBILE POLICY (S.P.F. No. 6)

Except as otherwise provided in this Form, the following coverage is subject to all limits, terms, conditions, exclusions, stipulations and provisions applicable to S.P.F. 6 Non-Owned Automobile Policy Form L222 N.

#### ITEM 1 – LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES (S.E.F. 94)

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 "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

1. **All Perils** – from All Perils

#### DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage, except loss or damage caused by fire or lightning or theft of the entire automobile, 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 \$500.00.

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

**ADDITIONAL AGREEMENT**

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

**ITEM 2 – S.E.F. No. 99 EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT**

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 Provisions 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.

**ITEM 3 – CONTRACTUAL LIABILITY ENDORSEMENT (S.E.F. No. 96)**

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:

<b>Date(s) of Contract(s)</b>	<b>Name(s) of other contracting party or parties</b>
As reported to the Insurer	As reported to the Insurer

**B. FOR ATTACHMENT TO COMMERCIAL GENERAL LIABILITY**

Except as otherwise provided in this Form, the following coverage is subject to all limits, terms, conditions, exclusions, stipulations and provisions applicable to the Commercial General Liability Form YPL001.

**ITEM 4 – EMPLOYERS' LIABILITY EXTENSION**

**INSURING AGREEMENT**

**EMPLOYERS' BODILY INJURY LIABILITY**

The Insurer will pay those sums that the Insured becomes 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 Declarations.

**LIMITS OF INSURANCE**

Regardless of (1) Insureds under this policy (2) persons or organizations who sustain "bodily injury" or (3) claims made or "actions" brought on account of "bodily injury", the Insurers' 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:

- (a) liability assumed by the Insured under any contract or agreement;
- (b) "bodily injury" or "property damage" arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any aircraft;

- (c) any obligation for which the Insured or his Insurer may be held liable under any worker's compensation law;
- (d) "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;
- (e) "bodily injury" arising out of structural alterations which involve changing the size or moving buildings or other structures, new construction or demolition operations.

**ITEM 5 – VOLUNTARY COMPENSATION (EMPLOYERS' LIABILITY) EXTENSION INSURING**

**AGREEMENT**

The Insurer agrees, subject to the exclusions of the Employers' Liability Extension attached to and forming part of this Policy, to pay voluntarily the benefits herein set out either to or on behalf of an "employee" of the Insured on account of "bodily injury" including death resulting therefrom, accidentally suffered by such "employee" and arising out of and in the course of his employment by the Insured, whether or not such "bodily injury" could give rise to liability imposed by law upon the Insured;

*Provided however:*

- (a) That if the injured "employee" or any person claiming by, through or under him shall refuse to accept the voluntary compensation benefits offered under the provisions of the preceding paragraph, then the Insurer shall be permitted, at any time in its discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances the Insurer will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon, or any "action" instituted against the Insured for damages for such injuries, such claim, demand or "action" shall be considered a refusal to accept such voluntary compensation benefits and such refusal shall abrogate in its entirety the Insurer's agreement to pay such voluntary compensation benefits. In such event the obligation of the Insurer as expressed in other parts of the Policy having reference thereto shall be available to the Insured and shall be and remain the obligation of the Insurer as fully and completely as if this Form had not been written;
- (b) That the benefits herein contained shall not be payable unless at the time of the accident the "employee" was engaged in duties coming within the scope of the description of operations stated in the Declarations;
- (c) That a full release of all claims of such "employee" or any person claiming by, through or under him, against the Insured is executed and delivered and that the Insurer shall be subrogated in any rights of such "employee" or person (excluding all services available under any Hospital Insurance Act) against anyone other than the Insured and/or that such rights be transferred to the Insurer;
- (d) That the Insurer shall in no event be liable hereunder for any claims arising from hernia, however caused;

**DEFINITION**

The term "weekly indemnity" referred to in this Form shall mean two-thirds of the "employee's" weekly wage at the date of the accident, but not exceeding in any event the sum of \$250 per week.

**SCHEDULE OF BENEFITS**

**Section I – Loss of Life**

In the event of death resulting from "bodily injury" within a period of twenty-six (26) weeks after the date of the accident the Insurer will pay:

- (a) to dependants of the said "employee" who were wholly dependent upon him, an amount equal to one hundred (100) times the weekly indemnity in addition to the benefits provided under Section II up to the date of death;
- (b) the actual funeral expenses not exceeding, however, the sum of five hundred (\$500) dollars.

**Section II – Temporary Total Disability**

If such "bodily injury" shall within fourteen (14) days from the date of the accident totally and continuously disable the "employee" and prevent him from performing any and every duty pertaining to any occupation or employment the Insurer will pay weekly indemnity for the period of such disability or for twenty-six (26) weeks whichever is the lesser period; provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Section II shall be payable for the first seven (7) days of such disability.

**Section III – Permanent Total Disability**

If within twenty-six (26) weeks from the date of the accident and as a direct result of such "bodily injury" the "employee" shall be deemed permanently and totally disabled, by medical evidence satisfactory to the Insurer, the Insurer will pay, in addition to the benefits provided under Section II, weekly indemnity for a further period of one hundred (100) weeks.

**Section IV – Dismemberment Benefits**

If such "bodily injury" shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the "Schedule of Incapacities" the Insurer will pay weekly indemnity for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section II, but in no event shall it be payable in addition to the benefits provided by Sections I and III.

The total amount payable under this Section IV for one or more incapacities shall not exceed one hundred (100) times the weekly indemnity.

**SCHEDULE OF INCAPACITIES:**

Incapacity	No. of weeks	Incapacity	weeks
<i>Loss or total irrecoverable loss of use of:</i>		<i>Loss or total irrecoverable loss of use of:</i>	
Arm:		Leg:	
(a) at or above elbow; or	100	(a) at or above knee; or	100
(b) below elbow	80	(b) below knee	75
Hand at wrist	80	Foot at ankle	75
* Thumb:		+ Great toe:	
(a) at or above the second phalangeal joint; or	25	(a) at or above the second phalangeal joint; or	15
(b) below the second phalangeal joint involving a portion of the second phalange	18	(b) below the second phalangeal joint involving a portion of the second phalange	8
* Index Finger:		+ Any other toe:	
(a) at or above the second phalangeal joint; or	25	(a) at or above the second phalangeal joint; or	10
(b) at or above the third phalangeal joint; or	18	(b) at or above the third phalangeal joint; or	5
(c) below the third phalangeal joint, involving a portion of the third phalange	12	(c) below the third phalangeal joint, involving a portion of the third phalange	3
* Any other finger:		Sight of one eye	50
(a) at or above the second phalangeal joint; or	15	Sight of two eyes	100
(b) at or above the third phalangeal joint; or	8	Hearing of one ear	25
(c) below the third phalangeal joint, involving a portion of the third phalange	5	Hearing of both ears	100

\* For a combination of two or more of the incapacities marked with an \*, the total amount payable shall not exceed eighty (80) times the weekly indemnity.

+ For a combination of two or more of the incapacities marked with a +, the total amount payable shall not exceed thirty-five (35) times the weekly indemnity.

**Section V – Medical, Surgical, Dental, Pharmaceutical and Hospital Expenses**

If such "bodily injury" shall necessitate medical or surgical treatment or confinement to hospital, the Insurer will pay in addition to all other benefits provided by this Form:

- (a) the cost of necessary medical, surgical, dental, pharmaceutical and hospital services (except those portions of such expenses payable or recoverable under any medical, surgical or hospitalization plan or law or under any other Insurance Policy or Certificate issued to or for the benefit of any person for whom indemnity is provided), in accordance with the scale of charges provided by the Workmen's Compensation Act of the Province in which the accident occurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and in addition,
- (b) the cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52) weeks from the date of the accident.

**SPECIAL CONDITION**

The Insurer shall have the right to examine the person of the injured "employee" when and as often as may be required while the claim is pending and also in the case of death of the injured "employee" to make an autopsy subject to any law of the Province relating to autopsies. Nothing herein contained shall be held to vary, waive or extend any of the Declarations, Conditions and Agreements or Limitations of the policy to which this Form is attached, other than as above stated.

**ITEM 6. EMPLOYEE BENEFITS LIABILITY EXTENSION INSURING AGREEMENT**

**EMPLOYEE BENEFITS LIABILITY**

The Insurer will pay those sums that the Insured becomes 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, but the Insurer shall not be obligated to pay any claim or judgment or to defend any "action" after the applicable limit of insurance has been exhausted by payment of judgments or settlements.

**POLICY PERIOD – TERRITORY**

This insurance applies only to claims first brought against the Insured during the policy period within Canada, or the United States of America, its territories or possessions, 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.

**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.

**ADDITIONAL EXCLUSIONS**

This insurance does not apply to:

- (a) any dishonest, fraudulent, criminal or malicious act or omission on the part of any Insured;
- (b) "bodily injury", "personal injury", "advertising injury" or "property damage";
- (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.

**LIMITS OF INSURANCE**

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, the Insurer's liability is limited as follows:

- 1. The Limit of Insurance stated in the Summary of Coverages 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. Subject to the foregoing provision as respects "Each Employee", the total liability of the Insurer for all "compensatory damages" to which this insurance applies shall not exceed the limit of insurance stated in the Coverage Summary as "Aggregate".

**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 contributions and application of contributions as provided in the plan;
- (i) preparation of reports concerning participants' benefits; and
- (j) processing of claims.

***Employee, means***

an officer or employee of the Named Insured, whether actively employed, disabled or retired.

**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 the condition of the policy describing the "Insured's Duties in the Event of Accident, Occurrence, Claim or Action".

**ITEM 7 - TRADEMARK INFRINGEMENT**

**INSURING AGREEMENT**

a. 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 "trademark infringement" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments. The Insurer will have the right and duty to defend any "action" seeking those "compensatory damages" but:

- (1) The amount the Insurer will pay for "compensatory damages" and Supplementary Payments combined is limited as described in the Limits of Insurance section of this Item 4.
- (2) The Insurer may investigate and settle any claim or "action" at the Insurer's discretion; and
- (3) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments.

b. This insurance applies to "trademark infringement" caused by an offence committed in Named Insured's "Advertisement" but only if the offence was committed in the "coverage territory" during the Policy Period. The Insurer will consider any series of related or similar offences to be one offence.

**SUPPLEMENTARY PAYMENTS**

It is agreed that the provisions applicable to SUPPLEMENTARY PAYMENTS under Section I, COVERAGES of the Commercial General Liability Form YPL001, are deleted and replaced with the following, but only with respect to the coverage provided under this Item 4:

The Insurer will pay, with respect to any claim or "action" the Insurer defends:

- (1) All expenses the Insurer incurs;
- (2) The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The Insurer does not have to furnish these bonds;
- (3) All reasonable expenses incurred by the Insured at the Insurer's request to assist the Insurer in the investigation or defence of the claim or "action", including actual loss of earnings up to \$250 a day because of time off from work;
- (4) All costs taxed against the Insured in the "action" and any interest accruing after entry of judgment upon that part of the judgment, which is within the applicable Limit of Insurance.

These payments are included in and are part of the Limit of Insurance shown in the Summary of Coverages for this Item 4.

**LIMIT OF INSURANCE**

The Limit of Insurance stated in the Summary of Coverages, as applicable to this Coverage Item 4, is the total limit of the Insurer's liability for all "compensatory damages" and Supplementary Payments because of "trademark infringement" to which this insurance applies, sustained by any one person or organization and in the aggregate.

**EXCLUSIONS**

This insurance does not apply to "trademark infringement":

- a. Arising out of publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- b. Arising out of publication of material whose first publication took place before the beginning of the Policy Period;
- c. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured;
- d. 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;
- e. Arising out of a failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract;
- f. Arising out of an infringement of patent by use thereof on or in connection with goods, products, or services sold, offered for sale or advertised;
- g. Arising out of an incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised; or
- h. Arising out of any offence committed by any Insured whose business is:
  - (1) Advertising, broadcasting, publishing or telecasting;
  - (2) Designing or determining content of web-sites for others; or
  - (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) 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;

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the Named Insured or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- i. Professional Liability – see Common Exclusions.
- j. Pollution Liability – see Common Exclusions.

**ADDITIONAL DEFINITION**

The following is added to Section V, Definitions of the Commercial General Liability Form YPL001:

**“Trademark infringement”** means injury other than “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of one or more of the following offences committed in the course of advertising of the Named Insured’s goods, products or services:

Infringement of:

- (a) trademark;
- (b) service mark;
- (c) trade secret;
- (d) trade name;
- (e) trade dress;
- (f) title;
- (g) slogan; or
- (h) Internet domain name.