



Victor Canada  
500-1400 Blair Towers Place  
Ottawa, Ontario K1J 9B8  
Telephone 613-786-2000  
Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.victorinsurance.ca

# Policy

## Errors and Omissions Insurance

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POLICY NUMBER: SRD602053 REPLACING POLICY: New  
CLIENT NUMBER: 457931 BROKER: COWAN INSURANCE GROUP LTD

### DECLARATIONS

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1. Named INSURED: MEMBERS OF THE HEART & STROKE RESUSCITATION INSTRUCTOR PROGRAM
  2. INSURED'S Address: as per individual certificate
  3. Policy Period: from 01 January 2023 to 01 January 2024  
at 00:01 local time at the INSURED'S  
address shown above without tacit renewal
  4. Limits of Liability: \$ as per Individual Certificate  
\$ as per Individual Certificate
  5. Deductible: \$ 0 per LOSS
  6. Premium: \$ as per Individual Certificate  
Policy Fee: Waived
- \* All amounts shown in CDN dollars*
7. Retroactive Date: as per Individual Certificate
  8. These Declarations provide the INSURED with coverage under the policy wording ( AS35E-SRD-16-CAN/QUE ) which is attached hereto.
  9. Endorsements forming part of this policy at issuance: 1 to 10
  10. INSURERS:

Aviva Insurance Company of Canada		25.00%
Temple Insurance Company		20.00%
Everest Insurance Company of Canada		20.00%
Arch Insurance Canada Ltd.		17.50%
XL Reinsurance America Inc.		17.50%

It is agreed that the above INSURERS are binding themselves, severally and not jointly, each in its layer of coverage only, and each only for that amount determined by multiplying its percentage proportion of coverage by the amount of the LOSS.

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

INSURANCE MANAGER: Victor Insurance Managers Inc.  
500-1400 Blair Towers Place  
Ottawa, Ontario K1J 9B8

The INSURERS have duly authorized Victor Insurance Managers Inc. to execute and sign this policy of insurance.

Dated: 20 September 2022



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David G. Cook, President  
Authorized Representative



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# Policy

## Errors and Omissions Insurance for Associations

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This is a claims-made and reported policy. Please read the entire policy carefully.

Terms in capital letters have special meaning. Please refer to the definitions section of this policy (Part I).

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### Part I – Definitions

As used in this policy, the following words or expressions shall mean:

1. **Bodily Injury**

Bodily injury, physical injury, sickness, disease, mental anguish, mental suffering or shock, including death resulting from any of these at any time.

2. **Claim**

Any written or oral allegations received by the INSURED resulting from an error, omission or negligent act in the rendering of INSURED SERVICES.

3. **Damages**

Compensatory DAMAGES, including all pre-judgment and post-judgment interest.

4. **Fissionable Substance**

Any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

5. **Insurance Manager**

The insurance administrator under this policy, who is duly authorized to issue this policy as well as to issue and receive notices under this policy for and on behalf of the INSURERS, and whose name and address appear in the Declarations. The INSURANCE MANAGER is not a party to this contract of insurance.

6. **Insured**

(a) INSURED MEMBERS;

(b) any present or former employee of the INSURED MEMBER while acting within the scope of their duties for the INSURED MEMBER.

7. **Insured Member**

All members of the SPONSORING ENTITY, as mentioned in the Declarations who presently subscribe to this insurance contract.

8. **Insured Services**

Those services as defined in Endorsement No. 1.

## 9. **Insurers**

The insurance companies whose names appear in the Declarations. It is agreed that such INSURERS are binding themselves severally and not jointly, each in its own layer of coverage only, and each only for that amount determined by multiplying its percentage proportion of coverage by the amount of the LOSS.

## 10. **Loss**

One or more CLAIMS resulting from the same or related error, omission or negligent act in the rendering of INSURED SERVICES, regardless of the number of suits, claimants or INSUREDS. Such CLAIMS will be considered first reported within the policy period in which the earliest CLAIM was reported and subject to that single limit of liability.

## 11. **Nuclear Energy Hazard**

The radioactive, toxic, explosive or other hazardous properties of RADIOACTIVE MATERIAL.

## 12. **Nuclear Facility**

- (a) Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium, uranium, or any one or more of them;
- (b) any equipment or device designed or used for:
  - (i) separating the isotopes of plutonium, thorium, uranium, or any one or more of them;
  - (ii) processing or utilizing spent fuel; or
  - (iii) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them, if at any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste RADIOACTIVE MATERIAL.

The above includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

## 13. **Pollution**

Emission, release, discharge, dispersal, escape or disposal of smoke, gases, vapours, soot, fumes, acids, alkalis, toxic substances, waste materials, irritants, contaminants or pollutants into or upon land or any water of any description no matter where located or how contained, or into any drainage or sewage system, or into the atmosphere.

## 14. **Radioactive Material**

Uranium, thorium, plutonium, neptunium, their respective derivatives and other compounds, radioactive isotopes of other elements and any other substances that the Canadian Nuclear Safety Commission may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

## 15. **Sponsoring Entity**

The SPONSORING ENTITY named in the Declarations.

## **Part II – Insuring Agreements**

### 1. **General Agreements**

In consideration of the premium indicated in the Declarations, and in reliance upon the attachments to and the statements made in the application form, and subject to the terms, conditions and limitations contained in this policy, the INSURERS agree:

- (a) to pay on behalf of the INSURED all sums which the INSURED shall become legally obligated to pay as DAMAGES because of a CLAIM first made and reported to the INSURANCE MANAGER during the policy period resulting from an error, omission or negligent act in the rendering of INSURED SERVICES by the INSURED:
  - (i) during the policy period; or
  - (ii) before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER, but after the retroactive date (if one is shown in the Declarations), provided that on the effective date of this policy the INSURED did not know of the CLAIM or of the circumstance that could reasonably have given rise to the CLAIM;
- (b) to pay on behalf of the SPONSORING ENTITY all sums which the SPONSORING ENTITY shall become legally obligated to pay as DAMAGES because of its vicarious liability for the acts of the INSURED and provided a CLAIM and any action instituted in respect of the CLAIM is brought against the SPONSORING ENTITY and the INSURED.

This policy of insurance, subject to its terms, conditions and limitations, applies to CLAIMS first made against the INSURED and reported to the INSURANCE MANAGER during the policy period.

## 2. Defence and Other Payments

With respect to the insurance afforded by the General Agreements of Part II of this policy, the INSURERS further agree:

- (a) that they shall have the right and duty to defend the INSURED in any suit first brought against the INSURED before a court of civil jurisdiction in Canada or the United States of America;
- (b) to pay any premium payable under guarantee bonds required to release attachments and any premium payable on appeal bonds but without any obligation to apply for or furnish any such bonds;
- (c) to pay the reasonable and necessary legal, adjusting, investigating or expert expenses incurred for the defence of CLAIMS for which coverage is provided by this policy;
- (d) to pay costs taxed against the INSURED following a judgment by a court of civil jurisdiction;
- (e) to reimburse INSURED for the reasonable expenses incurred by the INSURED to assist in the investigation and defence of the CLAIM at the request of the INSURANCE MANAGER. Such expenses shall include the amount paid in salaries up to a total of five hundred dollars (\$500) per day, paid to INSURED who, in lieu of work, attend at discoveries, mediation, trial, coroner's inquest or human rights tribunal as part of the defence of a CLAIM;
- (f) the INSURERS shall have no duty to defend a CLAIM which arises from demands or proceedings first brought against the INSURED outside Canada or the United States of America.

Where it is the duty of the INSURED to defend, the INSURED shall not select defence counsel without the INSURANCE MANAGER'S written consent, which shall not be unreasonably withheld. The INSURERS shall have the right and shall be given the opportunity to effectively associate with the INSURED in the investigation, defence and settlement of any CLAIM for which coverage is provided under this policy. The payment of sums provided for in Item 2 of Part II shall be on a current basis.

- 3. The payment of the sums provided for in Item 2 of Part II is to be considered an integral part of the applicable limit of liability of the INSURERS as it erodes the limit of liability.
- 4. The INSURERS' obligation to defend any CLAIM ends once the available limit of liability is exhausted.

## 5. Territory

This policy applies to CLAIMS which give rise to demands or proceedings against the INSURED anywhere in the world.

## Part III – Exclusions

The coverage afforded under this policy does not apply to:

### 1. Asbestos Liability Bodily Injury

CLAIMS for DAMAGES for BODILY INJURY which is actually or allegedly, in whole or in part, directly or indirectly, caused by, based upon or in any way involving asbestos or any material derived therefrom in whatever form or quantity.

This exclusion applies to such CLAIMS regardless of any other cause or event (whether insured or not) contributing concurrently or in any sequence to the occasioning of the BODILY INJURY.

2. **Bankruptcy/Insolvency**

CLAIMS resulting from the bankruptcy or insolvency of the INSURED MEMBER.

3. **Care, Custody and Control**

CLAIMS resulting from damage caused to property in the care, custody or control of the INSURED or property over which the INSURED is for any purpose exercising control.

4. **Deliberate, Dishonest or Fraudulent Acts**

CLAIMS resulting from deliberate, dishonest, criminal or fraudulent acts committed by the INSURED, unless it was done in order to protect persons or property, but this exclusion does not apply to any INSURED who is neither the author of nor an accomplice to the act.

5. **Economic Return**

CLAIMS resulting from representations, forecasts or estimates of profit, return on capital or economic return.

6. **Fines, Penalties**

CLAIMS resulting from any fines, penalties, punitive or exemplary damages.

7. **Insured vs. Insured**

CLAIMS initiated by one or more INSUREDS against any other INSURED.

8. **Liability of Others**

CLAIMS resulting from the liability of others assumed by the INSURED under a contract; however, this exclusion shall not apply to the INSURED'S legal liability for subconsultants contractually bound to the INSURED or for the INSURED'S liability for errors, omissions or negligent acts of the INSURED'S own employees.

9. **Libel and Slander**

CLAIMS resulting from DAMAGES resulting from:

- (a) oral or written publication of material, declaration or interview by the media that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (b) oral or written publication of material that violates a person's right of privacy.

10. **Nuclear Energy**

CLAIMS:

- (a) resulting from any liability imposed by or arising under the Nuclear Liability Act; or
- (b) with respect to which an INSURED under this policy is also insured under a contract of nuclear energy liability insurance (whether the INSURED is named in such contract or not and whether or not it is legally enforceable by the INSURED) issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of liability; or
- (c) resulting directly or indirectly from the NUCLEAR ENERGY HAZARD arising from:
  - (i) the ownership, maintenance, operation or use of a NUCLEAR FACILITY by or on behalf of an INSURED;
  - (ii) the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY; and
  - (iii) the possession, consumption, use handling, disposal or transportation of FISSIONABLE SUBSTANCES, or of other RADIOACTIVE MATERIAL;

but this exclusion shall not be construed to apply in any commercial or medical radioactive isotopes.

#### 11. **Other Activities**

CLAIMS resulting from the legal liability of the INSURED arising from the operation of any business enterprise, other than INSURED SERVICES.

#### 12. **Other Insurance**

CLAIMS covered under another valid and collectible insurance policy. Any coverage provided by this policy shall be specifically excess of and shall not act in contribution with such other insurance policy.

#### 13. **Pollution**

CLAIMS arising out of or attributable to POLLUTION.

#### 14. **Prior Knowledge**

CLAIMS or circumstances, reported or not in the application, known to the INSURED before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER to the INSURED.

#### 15. **Related Entities**

CLAIMS made against the INSURED, when such CLAIMS are made by another business:

- (a) owned totally or partially by an INSURED;
- (b) controlled or managed totally or partially by an INSURED;
- (c) which is directly or indirectly involved in any way in the ownership or management of an INSURED'S business; or
- (d) of which an INSURED is a partner, director, officer or employee.

This exclusion shall not apply where the interest held by such an entity in the INSURED, or interest held by the INSURED in such an entity, whether held as equity, ownership or voting rights, is less than or equal to ten per cent (10%).

#### 16. **War Risk**

CLAIMS resulting from DAMAGES caused directly or indirectly by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection.

### **Part IV – Computation of Amounts Payable by the Insurers**

#### **Limit of Liability of the Insurers**

Subject, when applicable, to the deductible as stated in the Declarations, the liability of the INSURERS under Part II – Insuring Agreements of this policy is limited, for each LOSS and per policy period, to the amounts as stated in the Declarations. It is agreed that the INSURERS and the INSURED shall contribute equally towards DAMAGES until the INSURED has paid the deductible referred to in the Declarations.

### **Part V – Conditions**

#### 1. **Action Against the Insurers**

No action or legal proceedings may be initiated against the INSURERS unless the INSURED has fully complied with the requirements of this policy.

#### 2. **Amendments**

The terms of this policy may only be waived or changed by the INSURANCE MANAGER and then, only by written endorsement signed by the INSURANCE MANAGER. Such endorsement shall form a part of this policy.

#### 3. **Assignment**

Assignment of interest under this policy shall not bind the INSURERS until their consent is endorsed hereon; if, however, the INSURED MEMBER should be adjudged bankrupt, insolvent or incompetent or die within the policy period, this policy shall cover the INSURED MEMBER'S legal representative as INSURED MEMBER. The INSURED MEMBER agrees

that any notice of any kind the INSURANCE MANAGER mails to the INSURED MEMBER at the INSURED MEMBER'S last known address shall constitute notice to the INSURED MEMBER'S legal representatives.

#### 4. **Cancellation of Policy**

- (a) The INSURED MEMBER may cancel its coverage by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBER over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.
- (b) The SPONSORING ENTITY may cancel the master policy by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBERS over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.
- (c) The INSURANCE MANAGER may cancel the INSURED MEMBER'S coverage by giving to the INSURED MEMBER written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice; in the event of non-payment of premium, the termination takes effect fifteen (15) days after the date of the notice. The INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBER over the earned premium for the time on risk, such calculation to be made on a pro rata basis.
- (d) The INSURANCE MANAGER may cancel the master policy by giving to the SPONSORING ENTITY written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice. The INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBERS over the earned premium for the time on risk, such calculation to be made on a pro rata basis.

#### 5. **Conformity to Statute**

The terms of this policy that are in conflict with the terms of any applicable laws construing this policy, including the Quebec Civil Code, are hereby amended to conform to such laws.

#### 6. **Continuity**

In the event this policy replaces, without interruption, a prior policy issued by the INSURANCE MANAGER, any CLAIMS or circumstances that could reasonably give rise to a CLAIM of which the INSURED is aware and which the INSURED reports to the INSURANCE MANAGER shall be deemed to have been reported on the date the INSURED first became aware of such CLAIM or circumstances and will be insured subject to the terms, conditions and limits of liability of the policy in force on such date.

#### 7. **Co-operation of the Insured**

The INSURED must co-operate with the INSURANCE MANAGER and, at the request of the INSURANCE MANAGER, assist to effect settlement, forward proceedings, attend hearings and trials, assist in securing and giving evidence and in obtaining the attendance of witnesses.

The INSURED shall not, without the INSURANCE MANAGER'S approval and except at the INSURED'S own cost, voluntarily make any payment, assume any obligation or incur any expense.

#### 8. **Insured Member Represents All Insureds**

The INSURED MEMBER, INSURERS and INSURANCE MANAGER agree that the INSURED MEMBER represents all INSUREDS of the INSURED MEMBER under this policy.

#### 9. **Notice of Claim**

This is a claims-made and reported policy. The INSURED shall, as soon as practicable after being made aware of a CLAIM for which coverage would be afforded by this policy, provide written notice with the full particulars thereof to the INSURANCE MANAGER, Victor Insurance Managers Inc., at the address indicated in the Declarations.

If during the policy period the INSURED becomes aware of a circumstance which could reasonably give rise to a CLAIM, the INSURED shall give written notice thereof to the INSURANCE MANAGER as soon as practicable and prior to the date of the termination of the policy. Any such CLAIM received by the INSURED resulting from such circumstances shall be treated as a CLAIM made during the policy period in which such notice was given.

If the effective date of termination of the policy is a Saturday, Sunday or Statutory Holiday, any CLAIM presented to the INSURANCE MANAGER on the business day immediately following the termination date, will be deemed to have been reported within the policy period.



Notwithstanding the aforementioned, any late notice or absence of notice is cause of forfeiture of the rights of the INSURED, if the INSURERS sustain injury therefrom.

**10. Right to Audit**

The INSURANCE MANAGER may, at any time, inspect the premises of the INSURED MEMBER. In relation to the object of this policy, the INSURANCE MANAGER may also examine the financial records and files of the INSURED MEMBER during the policy period and during the two (2) years which follow its expiry or cancellation provided that prior notice of forty-eight (48) hours is given to the INSURED MEMBER.

**11. Settlement and Contestation of Claims**

In the event of a CLAIM, the INSURANCE MANAGER will not settle the LOSS without first obtaining the written consent of the INSURED MEMBER.

However, if a settlement is rendered impossible by the sole refusal of the INSURED MEMBER, the latter must continue the defence at the INSURED MEMBER'S own expense and the liability of the INSURERS will then be limited to the amount for which the CLAIM could have been so settled together with expenses incurred under the present policy at the date of such refusal.

**12. Severability of Interests**

In the event that a CLAIM is made against more than one INSURED, it is agreed that the obligation of the INSURERS under this policy is the same as if separate policies had been issued to each. Notwithstanding the number of INSUREDS involved, the total amount payable hereunder on behalf of all INSUREDS shall not exceed the INSURERS' limit of liability stated in the Declarations.

**13. Subrogation**

In the event of any payment under this policy, the INSURERS shall be subrogated to all the INSURED'S rights of recovery therefore against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights.

**14. Suspension of Permit or Provisional Administration**

If the INSURED MEMBER has its permit or licence to practice suspended by virtue of the laws governing its practice, or if a provisional administration is imposed by governmental authority, notice must be given to the INSURANCE MANAGER within a period of not more than thirty (30) days from such suspension or provisional administration.



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# Endorsement

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Endorsement No.: 0001  
Standard Form: I-2EO  
Attached to and forming part  
of Policy Number: SRD602053

## Insured Services

It is agreed that Item 8 of Part I - Definitions is amended to read as follows:

### 8. Insured Services

Those services rendered by the INSURED, while acting within the scope of the INSURED'S duties as members in good standing of the Heart & Stroke Resuscitation Program proving training for First Aid and CPR courses and customary to that practice.

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



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# Endorsement

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Endorsement No.: 0002  
Standard Form: B-3EO  
Attached to and forming part  
of Policy Number: SRD602053

## Business Activities Exclusion

It is agreed that this policy does not apply to CLAIMS or provide any coverage for LOSS arising out of or attributable to a service rendered in the capacity as any and all services except as provided under the definition of Insured Services.

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



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# Endorsement

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Endorsement No.: 0003  
Standard Form: C-9EO  
Attached to and forming part  
of Policy Number: SRD602053

## Absolute Intentional or Criminal Acts Exclusion

It is agreed that this policy does not apply to any CLAIM resulting directly or indirectly, in whole or in part, from any act that is criminal or that is intended to cause injury or damage actually or allegedly:

- (a) attributable to any INSURED under this policy;
- (b) attributable to the failure by any INSURED to supervise any person or persons that are:
  - (i) residing at the INSURED'S premises or in the care, custody or control of the INSURED; or
  - (ii) receiving treatment provided by any INSURED;
- (c) attributable to the failure by any INSURED to prevent such act;
- (d) committed at the direction of, or with the encouragement of, any INSURED.

This exclusion applies regardless of any other cause or even contributing concurrently or in any other sequence to the LOSS.

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



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# Endorsement

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Endorsement No.: 0004  
Standard Form: C-24EO-1  
Attached to and forming part  
of Policy Number: SRD602053

## Public Relations Management Expenses Coverage

The INSURERS agree to reimburse the Named INSURED for PUBLIC RELATIONS MANAGEMENT EXPENSES subject to a maximum of \$10,000 per INSURED MEMBER per policy period regardless of the number of suits, claimants or INSUREDS.

This sublimit is included in and does not increase the limit of liability as stated in the Declarations. No deductible shall apply to this coverage.

Furthermore, it is agreed that the following definition is added to Part I - Definitions of this policy:

### 16. Public Relations Management Expenses

Reasonable fees, costs and expenses incurred and paid by the Named INSURED, with the INSURANCE MANAGER'S prior written consent, for public relations services to mitigate any actual or potential negative publicity resulting from a CLAIM or a circumstance that could reasonably give rise to a CLAIM.

However, PUBLIC RELATIONS MANAGEMENT EXPENSES does not include any internal salary or overhead expenses of the INSURED.

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



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# Endorsement

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Endorsement No.: 0005  
Standard Form: D-4EO  
Attached to and forming part  
of Policy Number: SRD602053

## Disciplinary Action - Legal Expenses Coverage

It is agreed that the INSURERS agree to indemnify the INSURED MEMBER for LEGAL EXPENSES subject to a maximum of twenty five thousand dollars (\$25,000) per INSURED MEMBER for the total of CLAIMS reported during the policy period, such expenses being reasonably incurred by the INSURED MEMBER while under investigation or when called upon to appear before a disciplinary committee formed by virtue of any provincial act or before any court called upon to adjudicate any infraction envisioned in the said act(s).

For the purpose of coverage provided by this endorsement, the following definition will apply:

### 17. Legal Expenses

All amounts payable by an INSURED to a lawyer for conferences, counselling, investigation preparation of documents and transcripts, and witness fees provided that such amounts are payable to the lawyer.

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



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# Endorsement

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Endorsement No.: 0006  
Standard Form: D-17EO-3  
Attached to and forming part  
of Policy Number: SRD602053

## Telephone Legal Helpline Service

Notwithstanding any list of subscribing insurers shown elsewhere in this policy, it is agreed that the Telephone Legal Helpline Service provided by this endorsement is provided by ARAG Legal Solutions Inc. (ARAG).

### I. Agreement

It is agreed that ARAG will provide the service described in this endorsement subject to the terms, conditions, exclusions and limitations of the present policy.

Solely for the purposes of this endorsement, it is agreed that the terms, conditions, exclusions and limitations of this endorsement will supersede and replace those of the present policy.

### II. Telephone Legal Helpline

ARAG will provide an INSURED access to a Legal Helpline Service through which the INSURED can receive confidential general legal assistance and information over the phone relating to any legal problem to help determine their legal rights and options under the laws of the applicable province and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

ARAG will provide this service between the hours of 8:00 a.m. and midnight, local time, seven (7) days a week. In addition, ARAG will facilitate access to a lawyer twenty-four (24) hours a day, seven (7) days a week, in emergency situations. Calls to this service may be recorded.

*To contact this service, call 1-866-344-4141.*

ARAG will not accept responsibility if the helpline service is unavailable for reasons ARAG cannot control.

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



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# Endorsement

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Endorsement No.: 0007  
Standard Form: N-8EO  
Attached to and forming part  
of Policy Number: SRD602053

Non-Disposable Needles and  
Disposable Needles Exclusion

It is agreed that the following exclusion is added to Part III - Exclusions of this policy:

17. Non-disposable Needles/Disposable Needles

CLAIMS arising out of or attributable to the use of non-disposable needles or arising out of or attributable to multiple use of disposable needles.

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





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# Endorsement

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Endorsement No.: 0008  
Standard Form: P-2AEO  
Attached to and forming part  
of Policy Number: SRD602053

## Penal Defence Reimbursement

It is agreed that the INSURERS will reimburse the INSURED MEMBER for legal costs, charges and expenses (excluding salaries or loss of income) incurred in defending the INSURED MEMBER for offences under the Criminal Code in respect of charges laid in Canada if the defence of such allegations proves to be "fully successful" and such allegations occurred during the course of the rendering of INSURED SERVICES of the INSURED MEMBER. For the purposes of this clause, "fully successful" means the withdrawal of charges, an acquittal or the return of a "not guilty" verdict.

It is further agreed that the maximum limit of liability of the INSURERS under the present endorsement shall be twenty five thousand dollars (\$25,000) per INSURED MEMBER per policy period.

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



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# Endorsement

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Endorsement No.: 0009  
Standard Form: S-4EO-1  
Attached to and forming part  
of Policy Number: SRD602053

## Abuse and Sexual Misconduct Exclusion

It is agreed that this policy shall not apply to any CLAIM arising out of any actual or alleged:

- (a) sexual, physical, psychological or emotional abuse, molestation or harassment committed by, at the direction of, or with the knowledge of any person insured by this policy; or
- (b) failure of any person insured by this policy to prevent sexual, physical, psychological or emotional abuse, molestation or harassment.

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



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# Endorsement

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Endorsement No.: 0010  
Standard Form: S-8AEO  
Attached to and forming part  
of Policy Number: SRD602053

Sublimit of Insurance - Intellectual Property  
Infringement

It is agreed that the following definition is added to Part I - Definitions of this policy:

## 18. Intellectual Property Infringement

Any actual or alleged unauthorized use or violation by the INSURED of any intellectual property, including a certification mark, trademark (including collective or service mark), trade name, trade dress, trade secret or copyright, in the performance of INSURED SERVICES but does not include any domestic or foreign patent or patent-related rights.

It is further agreed that the sublimit of insurance indicated below applies to INTELLECTUAL PROPERTY INFRINGEMENT as defined herein:

Sublimit of Liability: \$250,000 per policy period

The sublimit of liability of the INSURERS under this endorsement shall be inclusive of the aggregate limit of liability of the INSURERS as stated in Item 4 of the Declarations.

It is also agreed that, should coverage be afforded under this policy for INFRINGEMENT or INTELLECTUAL PROPERTY INFRINGEMENT, this endorsement will supersede and replace the coverage provided in its entirety.

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