



EVEREST

EVEREST INSURANCE COMPANY OF CANADA
PREMIERE INSURANCE UNDERWRITING SERVICES

SPORT & LEISURE BUSINESS POLICY

130 BLOOR ST. WEST, SUITE 602, TORONTO, ONTARIO M5S 1N5

Name and Address of Insured:

Swimming / Natation Canada et al
2445 St-Laurent Boulevard, Suite B140
Ottawa, Ontario
K1G 6C3

Producer:

BFL CANADA Risk And Insurance Inc.
2001 McGill College, Suite 2200
Montreal, Quebec
H3A 1G1

Description of Operations: National Governing Body for Swimming Canada

Policy Period: From December 1, 2015 To December 1, 2016

12:01 A.M. Local Time at the Address of the Named Insured

Policy Number: E2SA000021

New/Renewal/Replacing: RENEWAL

DECLARATIONS

Insurance is afforded only with respect to those coverages specified or in schedules incorporated herein:

Division I	Property and Equipment Breakdown	NOT COVERED
Division II	Business Income	NOT COVERED
Division III	Inland Marine	NOT COVERED
Division IV	Participant Accident	NOT COVERED
Division V	Non-owned Automobile	INCLUDED
Division VI	Commercial General Liability	INCLUDED
Division VII	Crime	NOT COVERED
Division VIII	Umbrella	NOT COVERED

In return for the payment of the premium, Everest Insurance Company of Canada agrees with the Named Insured to provide the insurance afforded by this policy. Everest Insurance Company of Canada has executed this policy, but it is valid only if countersigned by our authorized representative.

In witness whereof, this company has executed and attested those present; but this policy shall not be valid unless countersigned by a duly authorized representative of the Company, Everest Insurance Company of Canada.

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

Authorized Representative
Everest Insurance Company of Canada

February 3, 2016

Countersignature Date

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

DIVISION V

SCHEDULE OF COVERAGES - NON-OWNED AUTOMOBILE

NON OWNED AUTOMOBILE INSURANCE

LIMIT OF LIABILITY: \$ 7,000,000. (any one accident)

Forms: EC LDA5001 - Non-Owned Automobile Insurance - (Ed02/11)

Endorsements: Endorsement No.1-2

DIVISION VI

SCHEDULE OF COVERAGES – COMMERCIAL GENERAL LIABILITY

COVERAGE:

COMMERCIAL GENERAL LIABILITY:

LIMITS OF LIABILITY:

EACH OCCURRENCE LIMIT:	\$ 7,000,000.	
AGGREGATE LIMIT:	\$ 7,000,000.	(with respect to product-completed operations only)
PERSONAL & ADVERTISING INJURY LIABILITY LIMIT:	\$ 7,000,000.	(any one person/organization and aggregate)
MEDICAL EXPENSE LIMIT:	\$ 2,500.	(any one person)
	\$ 25,000.	(any one occurrence)
TENANTS LEGAL LIABILITY LIMIT:	\$ 1,000,000.	(any one premises)

APPLICANT IS: ORGANIZATION (OTHER THAN A PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

PREMIUM BASIS: ADJUSTABLE

DEDUCTIBLE: \$ 500. ON BODILY INJURY/ PROPERTY DAMAGE/ EXPENSE
\$ 500. ON TENANTS LEGAL LIABILITY

Forms: EC LDA1000 - General Provisions - (Ed03/14)
EC LSL6030 - Commercial General Liability - Occurrence Based - (Ed02/11)

Endorsements: CGL-008, CGL-009, CGL-010, CGL-013, CGL-014, CGL-019, CGL-061, Endorsement No. 3

ENDORSEMENT NO. 1

THIS ENDORSEMENT, EFFECTIVE: December 1, 2015 (12:01 A.M. local time), forms a part of

POLICY: E2SA000021

ISSUED TO: Swimming / Natation Canada et al

(for attachment only to the Standard Non-Owned Automobile 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.

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

Signature of Insured

Date

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Authorized Representative

DATE OF ISSUE: February 3, 2016

ENDORSEMENT NO. 2

THIS ENDORSEMENT, EFFECTIVE: December 1,2015

(12:01 A.M. local time), forms a part of

POLICY: E2SA000021

ISSUED TO: Swimming / Natation Canada et al

NON-OWNED AUTOMOBILE INSURANCE

SECTION B - LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by the Insured under any contract or agreement for loss or damage arising from the care, custody or control of automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

LIMITS OF INSURANCE

The Insurer shall not be liable under this endorsement for any amount in excess of \$ 50,000 (exclusive of interest and costs) for any one occurrence.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered except loss or damage caused by fire or lightning or theft of the entire automobile 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 deductible amount of \$ 1,000.

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 insurance, including the deductible provision, if any, under this Insuring Agreement.

Endorsement No. 2

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. 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 caused by fire, theft or malicious mischief; or
 - b. To an 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. Arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss or damage;
 - 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. The Insurer shall not be liable under this endorsement for liability assumed by the Insured under any contract or agreement exceeding 30 consecutive days for any specific automobile.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATE OF ISSUE: February 3, 2016



Authorized Representative

ENDORSEMENT NO. 3

THIS ENDORSEMENT, EFFECTIVE: December 1, 2015

(12:01 A.M. local time), forms a part of

POLICY: E2SA000021

ISSUED TO: Swimming / Natation Canada et al

It is hereby understood and agreed that with respect to this policy the Named Insured is amended to read as follows:

Swim Ontario and its regions, clubs, employees, active members, coaches, officials, administrators, and volunteers.

Swimming New Brunswick / Natation Nouveau Brunswick and its regions, clubs, employees, active members, coaches, officials, administrators, and volunteers.

Swimming Newfoundland & Labrador and its regions, clubs, employees, active members, coaches, officials, administrators, and volunteers.

Swim Nova Scotia and its regions, clubs, employees, active members, coaches, officials, administrators, and volunteers.

SwimBC, Masters Swim Association of British Columbia, British Columbia Open Water Swimming Association, British Columbia Swim Officials Association, Swim Yukon active members, coaches, officials, administrators.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATE OF ISSUE: February 3, 2016



Authorized Representative

CGL-008

POLICY NUMBER: E2SA000021

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' BODILY INJURY COVERAGE EXTENSION ENDORSEMENT (Ed02/11)

**This endorsement modifies insurance provided under the following
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: December 1, 2015

at 12:01 A.M. standard time

Named Insured: Swimming / Natation Canada et al

Countersigned by:



(Authorized Representative)

This endorsement modifies insurance provided under the Commercial General Liability Form as follows:

1. Part I – Coverages, Coverage A. Bodily Injury and Property Damage Liability, 2.Exclusions d., e., and f. are deleted but only with respect to claims or “actions” because of “bodily injury” to a Canadian-domiciled “employee” of the Insured arising out of and in the course of employment by the Insured in the business described in the Schedule.
2. This extension of insurance does not apply to “bodily injury” to an “employee” while employed in violation of any law if the Named Insured or any “executive officer” of the Named Insured has actual knowledge of the violation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CGL-009

POLICY NUMBER: E2SA000021

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTARY COMPENSATION FOR EMPLOYEES ENDORSEMENT (Ed02/11)

**This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: December 1, 2015

at 12:01 A.M. standard time

Named Insured: Swimming / Natation Canada et al

Countersigned by:



(Authorized Representative)

The Insurer agrees 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 employment by the Insured, whether or not such “bodily injury” could give rise to liability imposed by law upon the Insured.

PROVIDED HOWEVER THAT:

- (a) If the injured “employee” or any person claiming by, through or under the injured “employee” 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 the 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 endorsement had not been written.
- (b) The benefits herein shall not be payable unless at the time of the accident the “employee” was engaged in duties coming within the scope of the business described in the Commercial General Liability Policy Declarations.
- (c) A full legal 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 any rights of such “employee” or person against anyone other than the insured be subrogated and assigned in full (excluding all services available under any applicable provincial, state or federal health insurance act or regulation) to the Insurer;
- (d) The Insurer shall in no event be liable hereunder for any claims arising from hernia, however caused;

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- (e) The Insurer shall in no event be liable hereunder for any claims arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

DEFINITION

The term “weekly indemnity” referred to in this endorsement 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 one hundred dollars (\$100.00) per week.

SCHEDULE OF BENEFITS

Section 1 - Loss of Life:

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

- (a) To dependents of the said “employee” who were wholly dependent upon the said “employee”, an amount equal to one hundred (100) times the “weekly indemnity” in addition to the benefits provided under Section 2 up to the date of death;
- (b) The actual funeral expenses not exceeding, however, the sum of five hundred dollars (\$500.00)

Section 2 - 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 the “employee” 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 less period.

Provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Section shall be payable for the first seven (7) days of such disability.

Section 3 - 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 2, “weekly indemnity” for a further period of one hundred (100) weeks.

Section 4 - 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 2, but in no event shall it be payable in addition to the benefits provided by Sections 1 and 3.

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

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SCHEDULE OF INCAPACITIES

Loss or Total Irrecoverable Loss of Use of:

		No. of weeks
DIVISION A		
1. Arm		
(a) at or above elbow; or		100
(b) below elbow; or		80
2. Hand at wrist; or		80
3. (a) Thumb*		
(1) at or above the second phalangeal joint; or		25
(2) below the second phalangeal joint, involving a portion of the second phalange		18
(b) Index Finger*		
(1) at or above the second phalangeal joint; or		25
(2) at or above the third phalangeal joint; or		18
(3) below the third phalangeal joint, involving a portion of the third phalange		12
(c) Any other Finger*		
(1) at or above the second phalangeal joint; or		15
(2) at or above the third phalangeal joint; or		8
(3) below the third phalangeal joint, involving a portion of the third phalange		5

NOTE: For a combination of two or more of the incapacities marked with a * the total amount payable under this division shall not exceed eighty (80) times the weekly indemnity.

DIVISION B

1. Leg		
(a) at or above knee; or		100
(b) below knee; or		75
2. Foot at ankle; or		75
3. (a) Great Toe*		
(1) at or above the second phalangeal joint; or		15
(2) below the second phalangeal joint, involving a portion of the second phalange		8
(b) Any other Toe*		
(1) at or above the second phalangeal joint; or		10
(2) at or above the third phalangeal joint; or		5
(3) below the third phalangeal joint, involving a portion of the third phalange		3

NOTE: For a combination of two or more of the incapacities marked with a * the total amount payable under this division shall not exceed thirty-five (35) times the weekly indemnity.

DIVISION C

(a) One Eye; or	50
(b) Both eyes	100

DIVISION D

(a) Hearing of one ear; or	25
(b) Hearing of both ears	100

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Section 5 - Medical, Surgical, 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 in this endorsement:

- 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 in 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, agreements or limitations of the policy to which this endorsement is attached, other than as stated above.

For the purpose of this endorsement only, the word “employee” shall not include a “leased employee” or a “temporary worker”.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CGL-010

POLICY NUMBER: E2SA000021

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL MALPRACTICE INJURY ENDORSEMENT (Ed02/11)

**This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: December 1, 2015
at 12:01 A.M. standard time

Named Insured: Swimming / Natation Canada et al

Countersigned by:



(Authorized Representative)

It is hereby understood and agreed that with respect to Part V – Definitions, 5. “Bodily Injury” is amended to include “incidental malpractice injury”.

“Incidental malpractice injury” means injury arising out of the rendering of or failure to render, during the “policy period”, the following services:

1. Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This amendment does not apply to:

- a. Expenses incurred by the Insured for first-aid to others at the time of accident;
- b. Any Insured engaged in the business or occupation of providing any of the services described under 1. and 2. above;
- c. Injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services under 1. and 2. above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CGL-013

POLICY NUMBER: E2SA000021

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERNATIONAL EXTENSION ENDORSEMENT (Ed02/11)

**This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: December 1, 2015
at 12:01 A.M. standard time

Named Insured: Swimming / Natation Canada et al

Countersigned by:



(Authorized Representative)

It is hereby understood and agreed that Part V - DEFINITIONS, Item 7., Coverage Territory, is deleted in its entirety and replaced by the following:

7. "Coverage territory" means worldwide.

The following clause is added:

Non-admitted jurisdictions

In jurisdictions where the Insurer may be prevented by law or otherwise from paying settlements on behalf of the Insured or investigating or defending suits brought against the Insured, the Insurer will indemnify the Insured, but will not pay on behalf of the Insured.

In any case which the Insurer elects not to investigate, settle, or defend, the Insured, under the supervision of the Insurer, shall make or cause to be made such investigation and defence as may be reasonably necessary, and subject to prior authorization by the Insurer, will effect to the extent possible such settlement or settlements as the Insurer and the Insured deem prudent. The Insurer shall reimburse the Insured for the reasonable cost of such investigation, defence and settlement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CGL-014

POLICY NUMBER: E2SA000021

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERMINATION OF INSURANCE – 60 DAYS (Ed02/11)

**This endorsement modifies Insurance provided under the following:
GENERAL PROVISIONS**

Endorsement effective: December 1, 2015
at 12:01 A.M. standard time

Named Insured: Swimming / Natation Canada et al

Countersigned by:



(Authorized Representative)

It is hereby understood and agreed that with respect to Part IV – Commercial General Liability Conditions, 14. TERMINATION is deleted and replaced by the following:

14. Termination

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to the Insurer advance written notice of termination.
- b. The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 1) 15 days before the effective date of termination if the Insurer terminates for non-payment of premium; or
 - 2) 60 days before the effective date of termination if the Insurer terminates for any other reason.

Except in Quebec, if notice is mailed, termination takes effect 15 or 60 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, termination takes effect either 15 or 60 days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CGL-019

POLICY NUMBER: E2SA000021

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITS OF INSURANCE – U.S. JURISDICTIONS (Ed02/11)

**This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: December 1, 2015

at 12:01 A.M. standard time

Named Insured: Swimming / Natation Canada et al

Countersigned by:



(Authorized Representative)

It is hereby understood and agreed that in respect of any claim or “action” brought in a court of law or in respect of any judgement, award, payment or settlement within countries that operate under the laws of the United States of America (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part), the following conditions shall apply:

- A) Defence Costs incurred with the consent of the Insurer in the defence, settlement or compromise of any claim or “action” are included within the Limit of Liability and the Deductible;
- B) i) The Limit of Liability is restated as follows:
 - ii) Limit of Liability CAD 7,000,000. any one claim and in the aggregate
- C) The Insurer will not be liable to indemnify any Insured for any claim or “action”:
 - i) For or arising out of or relating directly or indirectly to actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants” or contamination of any kind;
 - ii) For awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CGL-061

POLICY NUMBER: E2SA000021

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS & OMISSIONS LIABILITY (Ed02/11)

**This endorsement modifies insurance provided under the following
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: December 1, 2015

at 12:01 A.M. standard time

Named Insured: Swimming / Natation Canada et al

Countersigned by:



(Authorized Representative)

This endorsement modifies insurance provided under the Commercial General Liability Form as follows:

COVERAGE E – ERRORS & OMISSIONS LIABILITY

1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as “compensatory damages” because of “wrongful act”, 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 – COVERAGES A, B, D and E. The Insurer will have the right and duty to defend an “action” seeking those “compensatory damages”. But:
 - 1) The amount the Insurer will pay for “compensatory damages” is limited as described in PART III – LIMITS OF INSURANCE;
 - 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 judgements or settlements under Coverages A, B, D or E, or medical expenses under Coverage C.
- b. This insurance applies to “wrongful act” arising out of the Named Insured’s business but only if the “wrongful act” was committed in the “coverage territory” during the policy period.
- c. “Wrongful act” will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any “employee” authorized by the Named Insured to give or receive notice of an “occurrence” or claim:
 - 1) Reports all, or any part, of the “wrongful act” to the Insurer or any other insurer;
 - 2) Receives a written or verbal demand or claim for “compensatory damages” because of the “wrongful act”; or
 - 3) Becomes aware by any other means that “wrongful act” has occurred or has begun to occur.

CGL-061

3. Exclusions

This insurance does not apply to:

- a. “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury”;
- b. Any Insured gaining in fact any personal profit or advantage to which it was not legally entitled;
- c. Acts of fraud or dishonesty;
- d. Any failure or omission on the Named Insured’s part to effect and maintain insurance;
- e. Asbestos – see Common Exclusions.
- f. Fungi and Fungal Derivatives – see Common Exclusions.
- g. Nuclear Liability – see Common Exclusions.
- h. Pollution – see Common Exclusions.
- i. Professional Liability - see Common Exclusions.
- j. Terrorism – see Common Exclusions.
- k. War Risks – see Common Exclusions.

3. Supplementary Payments

It is understood and agreed that SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D is amended to cover claims arising out of this coverage, and is renamed SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D and E.

4. Limits of Insurance

This endorsement modifies insurance provided under the Commercial General Liability Form as follows:

Part III – Limits of Insurance

Each Occurrence Limit: \$ 1,000,000.

Aggregate Limit: \$ 1,000,000.

The Each Occurrence Limit is the most the Insurer will pay under Coverage E for “compensatory damages” because of a “wrongful act”. The Aggregate Limit is the most the Insurer will pay under Coverage E for the sum of all claims for “compensatory damages” because of a “wrongful act”.

5. Deductible

It is agreed that the Insurer’s obligation under Coverage E to pay “compensatory damages” on the Named Insured’s behalf applies only to the amount of “compensatory damages”, legal fees and any expenses incurred in excess of the deductible amount of \$1,000, or the deductible amount stated in the Declarations. The deductible amount applies to all “compensatory damages” because of “wrongful act”, legal fees and any expenses incurred as a result of any one “occurrence”. The terms of the policy, including those with respect to (a) the Insurer’s rights and duties with respect to defence of any claim or “action”, and (b) the Insured’s duties in the event of “occurrence”, apply even though there is a deductible. The Insurer may pay any part or all of the deductible amount to effect settlement of any claim or “action”, and upon notification of the action taken, the Named Insured will promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

6. Definitions

“Wrongful Act” as used in this endorsement means:

- (a) Any actual or alleged error or misstatement or misleading statement; or
- (b) Any actual or alleged act or omission or neglect or breach of duty by an Insured

A “wrongful act” does not include any activity of an Insured practiced or engaged in by members of licensed or certified professions.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.