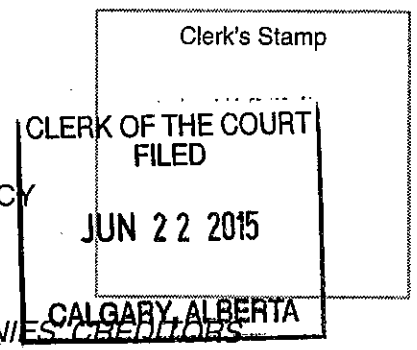


COURT FILE NUMBER 1501-00955
COURT COURT OF QUEEN'S BENCH
OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE CALGARY
IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, as amended



APPLICANTS LUTHERAN CHURCH – CANADA, THE ALBERTA –
BRITISH COLUMBIA DISTRICT, ENCHARIS
COMMUNITY HOUSING AND SERVICES, ENCHARIS
MANAGEMENT AND SUPPORT SERVICES, AND
LUTHERAN CHURCH – CANADA, THE ALBERTA –
BRITISH COLUMBIA DISTRICT INVESTMENTS LTD.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Bishop & McKenzie LLP
Barristers & Solicitors
1700, 530 - 8th Avenue SW
Calgary, Alberta T2P 3S8

Attention: Francis N. J. Taman /Ksena J. Court

Telephone: 403-237-5550
Fax : 403-243-3623

File No.: 103,007-003

AFFIDAVIT OF KURTIS ROBINSON
Sworn on June 21, 2015

I, KURTIS ROBINSON, of Airdrie, Alberta, SWEAR AND SAY THAT:

1. I am an Officer of the Applicants and I am authorized by all of the Applicants to depose this Affidavit and do so on their behalf. I have personal knowledge of the matters hereinafter deposed, except where stated to be based on information and belief, and where so stated, I verily believe them to be true.

2. All capitalized terms used in this Affidavit shall have the meaning ascribed to them in the prior Affidavits sworn by myself and filed in these proceedings unless otherwise indicated in this Affidavit.

RELIEF REQUESTED

3. I make this Affidavit in support of the Application for the following relief:
- (a) granting an extension to the Stay Period in these proceedings under the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA") from the current expiry date of June 26, 2015 to August 31, 2015;
 - (b) authorizing the District to make payment of a portion of Mission Remittances received since January 2015 and ongoing monthly payments of a portion of mission remittances to Lutheran Church - Canada ("LCC") and setting the terms of such payments;
 - (c) authorizing the future sales of lands owned by Encharis Community Housing and Services ("ECHS") that are subject to life leases in the event that a life lease respecting such lands is terminated or surrendered;
 - (d) confirming that legal costs incurred by the Applicants in dealing with the Alberta Securities Commission and the British Columbia Securities Commission are included as part of the Administration Charge granted by the Initial Order;
 - (e) compelling ARS Collection Agency of Canada Inc. operating as Fiserv and Fiserv Solutions ("Fiserv"), and any of its related corporations, to permit the District and DIL to access, view and retrieve all records and information of the District and DIL that is in the possession or control of Fiserv, and to use any and all computer programs offered by Fiserv and currently used by the District or DIL in order to access, view and retrieve such records and information for the District and DIL;
 - (f) sealing the Confidential Affidavit of Kurtis Robinson sworn June 19, 2015;
 - (g) approving the sale of the following lands:

STRATA LOT 23 SECTION 27 BLOCK 4 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT STRATA PLAN NW49 TOGETHER
WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE
UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN IN FORM 1

which is municipally known as 23, 9280 Glenallan Drive, Richmond, British Columbia (the "Richmond Condo");

(h) such further and other relief as this Honourable Court may allow.

4. I am advised by the Monitor that the Fourth Report of the Monitor will be finalized by June 23, 2015. I will review the Fourth Report of the Monitor and, if necessary, a supplemental Affidavit will be prepared to provide any additional information necessary in support of the within Application.
5. Since the date of the Initial Order, the Applicants have worked closely with the Monitor and have moved as quickly as circumstances have permitted to stabilize their operations, communicate with stakeholders, and put processes in place to further develop a viable restructuring plan to enable the Applicants to emerge from these proceedings.

COMMUNICATIONS WITH DEPOSITORS

6. The District has continued to post updates on the CCAA proceedings to its website at www.abcdistrict.ca. The District, in conjunction with the CRO, continues to answer calls and emails from Depositors and others who have questions about their accounts and the CCAA proceedings.
7. The Monitor continues with its website which provides a current update of the Applicants' restructuring, as well as making available most of the filings and other related documents that the Applicants are using in these proceedings. The address of the Monitor's website is www.insolvencies.deloitte.ca.
8. The CRO has also held numerous in person meetings with various stakeholders in order to hear their interests and proposals. The suggestions from stakeholders have already been implemented and are being taken into consideration by the ABC District Group Restructuring Committee (the "Restructuring Committee") in developing the Plans of Compromise and Arrangement.

CONVENTION

9. On May 22 to May 24, 2015, the District held its Convention at the Prince of Peace Church and School. Every three years, the District holds its Convention which is the equivalent of a shareholder's meeting for a regular corporation. At Convention, a new District Board of Directors, new President, and new Vice Presidents were elected.
10. Until September 1, 2015, the new Board of Directors, President and Vice Presidents will be working with the old Board of Directors, President and Vice Presidents. This is a transition period that is necessary to familiarize the officers and directors with their roles. The new officers and directors met with the old Board of Directors, legal counsel, the Monitor and the CRO on June 19, 2015 to familiarize themselves with the CCAA process, the steps that have been taken, and the steps that still need to be taken in order to complete the process. As the District Board of Directors is comprised of volunteer positions, there are no additional salaries that are paid during this transition period.
11. The Monitor, the CRO, and the District's insolvency counsel were present for a portion of the Convention. The Monitor and the CRO each gave a presentation on the status of the CCAA proceedings. An hour long question and answer period was also held.
12. A report was also provided by the District Review Committee. This committee, which is comprised of individuals who are independent of the Applicants boards of directors, was established to provide an independent review of how the District came to become in its financial difficulties and to provide recommendations to the District for future operations and policies.
13. At Convention, one of the resolutions passed was to permit LCC to appoint a person in an interim ecclesiastical position. This person will take over some of the ecclesiastical responsibilities of the District President until the CCAA process is completed. It was further resolved as part of this resolution that the cost of this position would be financed by the current District operating budget and that it would be given financial priority over all other District staff other than the District President. Despite this resolution, LCC has agreed that it will pay the wages associated with this new position. We have sought clarification with respect to what costs associated with this new position are to be borne by the District.

STATUS OF RESTRUCTURING PLAN

14. The Restructuring Committee, the CRO, and the Monitor have been meeting on a weekly basis. A Plan of Compromise and Arrangement for the District is currently in draft form and is in the process of being revised (the "District Plan"). The draft has been prepared in consultation with the Monitor and the CRO.
15. Input on the District Plan will also be sought from the DIL Creditors Committee and the District Creditors Committee, both of which were established since the last Court application. Portions of the District Plan are also dependent upon negotiations that are occurring between the DIL Creditors Committee and the District Creditors Committee.
16. Separate Plans of Compromise and Arrangement are in the process of being developed for each of the other Applicants.
17. The CRO has consulted with several congregations that have mortgage financing or loans with the District and/or DIL. These congregations have been encouraged to find alternate financing.
18. It is expected that the Applicants will be in a position to apply for authorization to hold the meetings of creditors before or at the next Court application.

CLAIMS PROCESS

19. The claims process was approved in the February 2015 Order. The Claims Bar Date was on April 20, 2015. The Monitor is responsible for administering the claims process. The Applicants assisted the Monitor in this process by providing the necessary statements and other information.
20. The Applicants understand that there are a few disputed claims that will need to be settled and that the Monitor is in the process of dealing with these disputed claims.

PAYMENTS TO LUTHERAN CHURCH – CANADA

21. The District's application respecting payments to Lutheran Church – Canada ("LCC") was further detailed in the Affidavit filed February 13, 2015. The February 2015 Order and the March 2015 Order adjourned this portion of the District's application.
22. In accordance with the February 2015 Order, the District has been holding 35% of the Mission Remittances (the "LCC Portion") received if the congregation submitting has not

advised that it is making a donation directly to LCC. For January 1 to January 22, 2015, the Mission Remittances received by the District were \$115,157. The District has not yet paid the LCC Portion of these Mission Remittances to the LCC and has segregated 35% of these funds, or \$40,305, which has been deposited to a separate trust account pending further Order of the Court.

23. From January 23, 2015 to June 15, 2015, the District has received \$207,817 in Mission Remittances. Of those Mission Remittances, \$82,301 were parties who submitted only 65% of their usual remittance to the District. Those parties submitted the balance of 35% of their usual remittance directly to LCC. As such, of the balance of \$125,517 received by the District, it has and will continue to segregate and deposit 35% of this amount to a separate trust account.
24. In light of the District's current financial circumstances, the District continues to be concerned that if it is not able to make its monthly payments to the LCC, then congregations will not continue to make their donations to the District. Rather the congregations have been making their donations directly to LCC. Even if these donations did not exceed the LCC Portion, it is evident that some congregations have chosen not to send the balance of the Mission Remittances to the District. Should this trend continue, the District will be forced to materially curtail or end a number of current Ministry programs as the District will not have the cash flow to maintain them. If this trend continues, then it is possible that the District itself will no longer be able to operate.
25. The District is proposing that it would pay to LCC 35% of the Mission Remittances that it received from January 1 to January 22, 2015 to the LCC. The District is also proposing that for donations received after January 22, 2015, it would continue to pay the LCC Portion of the ongoing Mission Remittances that it receives from the congregations on a monthly basis unless advised by the congregation that they have separately remitted the LCC Portion directly to LCC or unless congregations indicate that they do not want any funds to be paid to LCC. The District has discussed these proposed payments with the Monitor and the Monitor is supportive of the District's application in this regard, based on their understanding that a failure to do so may have a serious impact of the donations received by the District.
26. I am advised by the Monitor, and believe the same to be true, that the District Creditors' Committee is also supportive of these payments being made to the LCC.

RECORDS

27. The District and DIL use a banking system through Fiserv or its related corporations (collectively "Fiserv"). Attached hereto and marked as **Exhibit "A"** is a copy of the corporate registry search dated June 20, 2015, which shows that Fiserv is a trade name of ARS Collection Agency of Canada Inc.
28. The computer program that is used for the banking system in on a "cloud" based system.
29. Fiserv has advised that the computer program that the District and DIL use is being shut down and decommissioned. Initially, Fiserv advised that the District and DIL will have access to the active system until June 30, 2015 and then viewing only until July 31, 2015 after which it will be gone. Fiserv has agreed to extend the viewing only date until August 31, 2015. Attached hereto and marked as **Exhibit "B"** is a copy of an email exchange between Janice Ruf of the District office and Darcy Belbeck, Senior Account Executive with Fiserv dated June 10, 2015 to June 19, 2015.
30. The District and DIL have the Depositors information, such as names, addresses, and claim balance, in a spreadsheet, but the transactional history for the Depositors accounts from 2008 to 2015 is with Fiserv. The District and DIL do also have annual statements for the Depositors in PDF format.
31. With respect to Depositor records prior to 2008, the District and DIL have access to their older banking system on a limited basis.
32. The District and DIL have made numerous requests of Fiserv to have continued access to the current banking system and the Depositors records. Notwithstanding these requests, Fiserv has advised that there will be no access after August 31, 2015.
33. Given the CCAA proceedings, the District and DIL feel that it is important to have continued access to the transactional histories of the Depositors. The Applicants are requesting that an Order be granted requiring Fiserv to permit the District and DIL to have continued access to the computer program and the records and information for the District and DIL.
34. The Monitor had also requested copies of records pertaining to the loans granted by the District and DIL respecting the Prince of Peace Development. Specifically, the Monitor requested the supporting invoices, and construction records.

35. In 1993, the District acquired the quarter section on which the Prince of Peace Development was built. Construction of the church and school in the Prince of Peace Development began shortly thereafter. Since acquiring the Prince of Peace Development in 2006, the ECHS and EMSS offices have moved approximately three times, and there have been numerous staff changes.
36. The Applicants have provided to the Monitor all records that have been located respecting the loans granted by the District and DIL for the Prince of Peace Development. The following steps have been taken to locate all material records relating to the loans:
- (a) Staff have gone through boxes of documents that are located in storage at the Manor;
 - (b) Staff have gone through files at:
 - (i) the District office;
 - (ii) the ECHS office;
 - (iii) the EMSS office;
 - (iv) the Encharis archive;
 - (c) Inquiries have been made of some staff that were employed during the construction.
37. Not all of the records can be located. Based upon the inquiries made thus far, it is likely that, before my move to Calgary to take over direct management of ECHS and EMSS, the records may have been destroyed by former staff members prior who may have believed that it was no longer necessary to keep the records as they were very old and the construction was completed. It is also possible that the records may have been lost or misplaced during one of the several moves made by ECHS. I do not believe that any records were destroyed in order to cover up or hide any information respecting the loans relating to the Prince of Peace development.
38. The Applicants will continue their efforts to locate these records and will provide them to the Monitor if they are located.

UPDATE ON DIRECTORS' & OFFICERS' INSURANCE

39. The Applicants, through their general legal counsel, have continued to correspond with the insurer respecting the continuation of the Directors and Officers insurance coverage for the District. The insurer for the District advised on May 27, 2015 that it extended the coverage to August 1, 2015. Payment of the premium for this period in the amount of \$2,173 has been paid. Attached hereto and marked as **Exhibit "C"** is a copy of the letter from the District's insurer dated May 27, 2015 and the endorsement.
40. Should the coverage not be further extended, the District can obtain run-off insurance under the policy which would continue in force with respect to claims up to August 1, 2015 for up to an additional year to permit the District to obtain replacement insurance.
41. The policy respecting ECHS and EMSS has been extended to April 1, 2016. Attached hereto and marked as **Exhibit "D"** is a copy of the new ECHS and EMSS policy.

SALE AGREEMENT

42. The Applicants have begun to sell properties that they view as being not essential for the Applicants to retain under a Plan of Compromise and Arrangement. This process was started before the Initial Order was granted. All sales of such properties would be subject to Court approval. Unless otherwise directed by Court order, all net sale proceeds would be held in trust and included in any Plan of Compromise and Arrangement.

Richmond Condo

43. The District is the owner of the Richmond Condo. It has entered into a purchase and sale agreement respecting these lands. The purchase and sale agreement respecting the Richmond Condo is unconditional. A copy of the purchase and sale agreement respecting the Richmond Condo will be provided in a Confidential Affidavit and made available only to the Monitor and the Honourable Justice hearing the application. It is requested that this Affidavit be sealed and that the terms of the sale not be disclosed without further Order of this Court. The Applicants make this request so that the District is not prejudiced by the sale price being disclosed in a public document in the event that the sale does not close.
44. Attached hereto and marked as **Exhibit "E"** is a copy of the 2015 tax assessment for the Richmond Condo showing the assessed value for tax purposes as \$404,100.

45. The Richmond Condo was listed for sale on May 14, 2015. The list price was based upon the recommendation of the listing realtor. Further particulars of the listing are provided in the Confidential Affidavit as mentioned above.
46. The Richmond Condo is currently occupied. The occupant intends to move from the property on July 15, 2015.
47. The District requests that the Court approve the above purchase and sale agreement.
48. The listing agreement for the Richmond Condo was entered into on May 14, 2015. The District is requesting that the Court confirm that the listing realtor for the Richmond Condo will be paid his commissions from the net sale proceeds in accordance with the listing agreement that was entered into by the District.
49. The Monitor and CRO are aware of the particulars of the above purchase and sale agreement.
50. It is proposed that the net sale proceeds from the sale of the Richmond Condo would be held by the Applicants' legal counsel, Bishop & McKenzie LLP in its trust account, and would be taken into consideration in the District Plan being developed.

LIFE LEASE SALES

51. As stated in the Affidavit filed February 13, 2015, until a Plan is approved by the creditors and Residents, it was the intention of ECHS that if a Resident dies or surrenders his lease, to proceed to market the condominium unit as it would in the normal course of business. This would involve obtaining an appraisal of the unit, and then marketing the unit for sale as a fee simple interest. Once an offer is received, ECHS would consult with the Resident. After considering the comments of the Resident, ECHS would determine whether the offer would be accepted.
52. ECHS applied for this relief at the Application heard March 27, 2015. It was decided that this portion of the Application be adjourned to allow input from the Creditors Committees.
53. ECHS is again requesting authorization from the Court to allow future sales of the condominiums that are owned by ECHS, and which are subject to life leases that have been surrendered or terminated, to occur without further Court approval so long as the offer being made to ECHS for the purchase of the condominium is approved by the Monitor and copies of the Monitor's approval are provided to the two Creditors

Committees established pursuant to the Order of Justice C.M. Jones granted on February 20, 2015.

54. Excluding 223 Dayspring Bay, which has a pending sale, there are currently 60 condominium units in the Prince of Peace Development that are owned by ECHS which are subject to life leases. Although the condominium units are all valued at over \$100,000, because of the operation of the Life Leases, the net amount that would be received by ECHS will generally be less than \$20,000. There is no potential in any realistically achievable market scenario that the Surrender Fee received would exceed \$100,000. If an application for Court approval to sell each of those condominium units is necessary, the amount available for Depositors and other stakeholders will be significantly eroded by the legal costs involved in bringing each application. Instead, it is proposed that ECHS be able to proceed with such sales if the offer is approved by the Monitor. ECHS will report on the sale to the Monitor upon the offer being made, to obtain the Monitor's approval, and will report to the Monitor again upon the sale closing. ECHS will also report to the Court regarding any sale at the next application date.

FINANCIAL

55. The Applicants' cash flow reports (the "Cash Flows") are attached to the Monitor's Fourth Report. The Cash Flows have been prepared in consultation with the Monitor.

SECURITIES COMMISSIONS

56. The District and DIL have made contact with the Alberta Securities Commission (the "ASC"). Since the last application the District and DIL have also initiated contact with the British Columbia Securities Commission (collectively the "Securities Commissions"). Legal counsel for the District and DIL in Alberta and British Columbia have been assisting in this regard. Since the last application there have been ongoing discussions with the Securities Commissions with respect to the matters which are the subject of these proceedings.
57. The ASC has begun an investigation with respect to the District and DIL. The District and DIL were unable to disclose this fact at the last application due to section 45 of the *Securities Act*. On April 15, 2015, the Executive Director of the ASC issued an Order permitting the disclosure of the existence of the investigation. However, the District and DIL remain unable to disclose the details of the investigation at this time.

58. The Applicants have been cooperating with the ASC with respect to the investigation and have obtained the assistance of counsel to assist them in dealing with the investigation. As noted previously, the Applicants have met with the BCSC.
59. The Applicants are requesting confirmation from the Court that the legal costs incurred by the Applicants for both Alberta and British Columbia counsel in dealing with the Securities Commissions form part of the Administration Charge granted by the Initial Order. It is the view of the Applicants that such legal costs are being incurred in the normal course of business as well as with respect to these proceedings, and they are reasonable and necessary costs.

SUMMARY

60. I believe that the Applicants are working in good faith and with due diligence in these proceedings and believe it is within the best interests of the Applicants and their stakeholders to continue in these proceedings as outlined above.
61. The steps that the Applicants have taken since the Affidavit filed March 20, 2015 to further the development of a Plan of Compromise or Arrangement are as follows:
- (a) communicated with the Depositors, and the Applicants' other stakeholders regarding the CCAA process, plans that have been developed to date, and responded to other questions asked;
 - (b) the Restructuring Committee met to discuss developing a restructuring plan, from both a financial and ministry perspective, and gathered information to consider how future operations should be conducted;
 - (c) the Restructuring Committee, in consultation with the Monitor and the CRO, developed a draft District Plan, and have begun preparing draft Plans of Compromise and Arrangement for DIL, EMSS, and ECHS;
 - (d) cooperated with the Monitor and provided information necessary to proceed with the Claims Process;
 - (e) communicated with congregations regarding Mission Remittances;
 - (f) accounted for all Mission Remittances received and segregated 35% of the Mission Remittances received from congregations who have not directly sent funds to LCC;

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2015/06/20
 Time of Search: 08:37 AM
 Search provided by: BISHOP & MCKENZIE, CALGARY

Service Request Number: 23516981
 Customer Reference Number: 103007-003

Corporate Access Number: 217171057

Legal Entity Name: ARS COLLECTION AGENCY OF CANADA INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
FISERV SOLUTIONS OF CANADA INC.	2014/11/26

Legal Entity Status: Active
Extra-Provincial Type: Other Prov/Territory Corps
Registration Date: 1996/11/20 YYYY/MM/DD
Date Of Formation in Home Jurisdiction: 1996/11/20 YYYY/MM/DD
Home Jurisdiction: ONTARIO
Home Jurisdiction CAN: 1204140

THIS IS EXHIBIT "A"
 referred to in the Affidavit of
 Kurtis Robinson
 Sworn before me this 21st
 Day of June A.D., 2015.
 A COMMISSIONER FOR OATHS
 IN AND FOR THE PROVINCE OF ALBERTA

FRANCIS N.J. TAMAN
 BARRISTER & SOLICITOR

Primary Attorney:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code
GRANT	BRADLEY	B.	STIKEMAN ELLIOTT LLP	4300 BANKERS HALL WEST, 888 - 3RD STREET S.W.	CALGARY	ALBERTA	T2P 5C5

Head Office Address:

Street: 100 KING ST W, STE 4400, 1 FIRST CANADIAN PLACE
City: TORONTO

Province: ONTARIO
Postal Code: M5X 1B1

Directors:

Last Name: BISSETT
First Name: STEPHEN
Middle Name: J.
Street/Box Number: 255 FISERV AVINUE
City: BROOKFIELD
Province: WISCONSIN
Postal Code: 53045

Last Name: PALIN
First Name: ROB
Street/Box Number: 4153 CREDIT POINTE DRIVE
City: MISSISSAUGA
Province: ONTARIO
Postal Code: L5M 3K3

Voting Shareholders:

Last Name: FISERV AUTOMOTIVE SOLUTIONS, INC.
Street: 255 FISERV DRIVE
City: BROOKFIELD
Province: WISCONSIN
Postal Code: 53045
Percent Of Voting Shares: 100

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
ARS COLLECTION AGENCY	TN18630871
FISERV	TN7176993
FISERV SOLUTIONS	TN7177017

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2014	2014/12/18

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/04/09	Change Address
2011/12/12	Change Attorney
2011/12/12	Change Director / Shareholder
2014/11/26	Name Change Extra-Provincial
2014/12/18	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Ksena Court

From: Janice Ruf [JRuf@lccabc.ca]
Sent: Friday, June 19, 2015 12:45 PM
To: Ksena Court
Subject: Fwd: Deconvert data extract as June 30th (EOD) and post conversion access and deliverables.

FYI

----- Original message -----

From: "Belbeck, Darcy (Canada)"
Date: 2015-06-19 9:41 AM (GMT-07:00)
To: Janice Ruf, "OS_Contact_rob.palin@opensolutions.com"
Cc: "OS_Contact_cathy.esposito@opensolutions.com"
Subject: RE: Deconvert data extract as June 30th (EOD) and post conversion access and deliverables.

THIS IS EXHIBIT "B"
referred to in the Affidavit of
Kurtis Robinson
Sworn before me this *21*
Day of *June* A.D., 20*15*
[Signature]
A SOLICITOR FOR CALHES
IN AND FOR THE PROVINCE OF ALBERTA

FRANCIS N.J. TAMAN
BARRISTER & SOLICITOR

Janice,

In discussing this with our Operations group, we will not be able to continue operations of an Inquiry Only environment for Lutheran past August 31st.

For the purposes of escalation you can discuss with Rob Palin (included), he owns Fiserv in Canada. You can also include our council, Cathy Esposito (copied).

Darcy Belbeck
Senior Account Executive
Credit Union Solutions
Fiserv
Mobile: 778 835.0500
www.fiserv.com

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From: Janice Ruf [mailto:JRuf@lccabc.ca]
Sent: Friday, June 19, 2015 8:07 AM
To: Belbeck, Darcy (Canada)
Subject: Re: Deconvert data extract as June 30th (EOD) and post conversion access and deliverables.

Hi Darcy,

Can you provide with with Fiserv legal name and the name of the individual that we can direct some correspondence to regarding this?

Thanks,
Janice

----- Original message -----

From: "Belbeck, Darcy (Canada)"

Date: 2015-06-18 3:52 PM (GMT-07:00)

To: Janice Ruf

Subject: Re: Deconvert data extract as June 30th (EOD) and post conversion access and deliverables.

Let me confirm.

Darcy Belbeck

Senior Account Executive

Credit Union Solutions

Fiserv

Mobile: 778 835-0500

www.fiserv.com

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On Jun 18, 2015, at 2:50 PM, Janice Ruf <JRuf@lccabc.ca> wrote:

Darcy,

I am available, however, do you have any idea if it is possible? I need to report to our lawyer about the status.

In His Service,

Janice Ruf

"For I know the plans I have for you declares the LORD, plans for welfare and not for evil, to give you a future and a hope." Jeremiah 29:11

From: Belbeck, Darcy (Canada) [<mailto:Darcy.Belbeck@Fiserv.com>]

Sent: Thursday, June 18, 2015 3:47 PM

To: Janice Ruf

Subject: Re: Deconvert data extract as June 30th (EOD) and post conversion access and deliverables.

Janice, do you have time available next Wednesday, June 24th, Pat and Alan will have time to discuss.

Darcy Belbeck

Senior Account Executive

Credit Union Solutions

Fiserv

Mobile: 778 835-0500

<http://www.fiserv.com>

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On Jun 18, 2015, at 12:28 PM, Janice Ruf <JRuf@lccabc.ca> wrote:

Thanks, Darcy. It is really unknown at this point, but I suspect quite a while. If it can't stay on the server that it is on, can it be moved?

In His Service,
Janice Ruf

"For I know the plans I have for you declares the LORD, plans for welfare and not for evil, to give you a future and a hope." Jeremiah 29:11

From: Belbeck, Darcy (Canada) [<mailto:Darcy.Belbeck@Fiserv.com>]
Sent: Thursday, June 18, 2015 1:26 PM
To: Janice Ruf
Subject: RE: Deconvert data extract as June 30th (EOD) and post conversion access and deliverables.

I'll speak with Pat Cridge, he is aware. How much longer than July 31st are you looking for?

Darcy Belbeck
Senior Account Executive
Credit Union Solutions
Fiserv
Mobile: 778 835.0500
<http://www.fiserv.com>

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From: Janice Ruf [<mailto:JRuf@lccabc.ca>]
Sent: Thursday, June 18, 2015 12:17 PM
To: Belbeck, Darcy (Canada)
Subject: RE: Deconvert data extract as June 30th (EOD) and post conversion access and deliverables.

Hi Darcy,

We are asking for an extension beyond July 31, 2015. Who can I talk to about this?

I did send formal notification on January 7. Do you require something further?

In His Service,
Janice Ruf

"For I know the plans I have for you declares the LORD, plans for welfare and not for evil, to give you a future and a hope." Jeremiah 29:11

From: Belbeck, Darcy (Canada) [<mailto:Darcy.Belbeck@Fiserv.com>]
Sent: Thursday, June 18, 2015 12:20 PM
To: Janice Ruf; Ottnad, Alan (Canada)

Subject: RE: Deconvert data extract as June 30th (EOD) and post conversion access and deliverables.

Hi Janice,

Alan is away this week so I'll go to his boss, Pat Cridge. According to the email below, it looks as though you have Inquiry only access until July 31st, is that not your understanding? Or am I misreading this?

Janice, whom can we go to about the process that you're going through currently, have you sent any type formal notification to any of your vendors?

Darcy Belbeck
Senior Account Executive
Credit Union Solutions
Fiserv
Mobile: 778 835.0500
<http://www.fiserv.com>

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From: Janice Ruf [<mailto:JRuf@lccabc.ca>]
Sent: Thursday, June 18, 2015 9:54 AM
To: Ottnad, Alan (Canada)
Cc: Belbeck, Darcy (Canada)
Subject: RE: Deconvert data extract as June 30th (EOD) and post conversion access and deliverables.
Importance: High

Hi Alan and Darcy,

I have been asked to contact you again regarding extending our access to acumen. Could you please let me know what the cost to do this would be. We are not asking for any overnights, reports, etc – simply access to view data.

Thanks.

In His Service,
Janice Ruf

"For I know the plans I have for you declares the LORD, plans for welfare and not for evil, to give you a future and a hope." Jeremiah 29:11

From: Ottnad, Alan (Canada) [<mailto:Alan.Ottnad@fiserv.com>]
Sent: Wednesday, June 10, 2015 8:37 AM
To: Janice Ruf
Cc: [OS Contact pat.cridge@opensolutions.com](mailto:OS>Contact_pat.cridge@opensolutions.com); Belbeck, Darcy (Canada)
Subject: Deconvert data extract as June 30th (EOD) and post conversion access and deliverables.

Hi Janice

I was good to talk with you last week.

To confirm Lutheran last day of processing will be June 30th and the Acumen data cut will be provided after the end of month has been processed. Access to Acumen system will be provided via the LCCTEST2012 schema until July 31st, 2015.

Below are the deliverables for de-conversion.

Deliverable	Target Date
Acumen de-conversion data extract	July 1 st
LCCTEST2012 Access with de-converted data	July 1 st until July 31 st
2015 CRA Tax extracts	Week of July 6 th
2015 annual member statements	Week of July 6 th

Please create a Facet ticket as Lutheran's confirmation and tracking these deconversion activities.

Regards
Alan

Alan Ottnad, CISSP
Director, ASP Operations
Open Solutions Division
Fiserv

Phone: 778-847-8515

<http://www.fiserv.com>

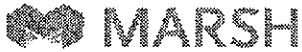
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Please consider the environment before printing this e-mail



Michael Johnson, CIP
Senior Vice President, Client Executive

Marsh Canada Limited
10180 101 Street NW, Suite 680
Edmonton, Alberta T5J 3S4
+1 780 917 4852
Fax +1 780 429 1422
michael.johnson@marsh.com
www.marsh.ca www.marsh.com

Janice Ruf
The Lutheran Church - Canada
Alberta-British Columbia District
7100 Ada Boulevard
Edmonton, AB T5B 4E4

RECEIVED
MAY 29 2015

27 May 2015

**Subject: Directors & Officers Liability Policy No. NP-428530
ENCON Group Inc.
January 1, 2014 to August 1, 2015**

Dear Janice,

Further to your instructions, please find enclosed endorsement extending the expiry date on your Directors & Officers Liability policy to August 1, 2015.

In consideration of this amendment, an additional premium of \$2,173 has been charged. Invoice no. 0035722312814 has been issued in this amount and a copy will be sent directly to your office from our Finance Centre in Toronto.

Our review indicates that this endorsement has been issued correctly. However, it is important that you review the enclosed documents and advise us at your earliest opportunity of anything which you believe is not in accordance with the negotiated coverage and terms.

I trust that you will find the delivered documentation to be satisfactory and wish to thank you for allowing us the opportunity of looking after your insurance requirements. If you have any questions, concerns, or changes to be made to your policies, please do not hesitate to contact me at 780-917-4852 or michael.johnson@marsh.com.

Sincerely,

Michael Johnson, CIP
Senior Vice President, Client Executive

/bc
Encl.

THIS IS EXHIBIT "C"
referred to in the Affidavit of
Kurtis Robinson
Sworn before me this 21
Day of June A.D., 2015
[Signature]
A COMMISSIONER FOR CANADA
IN AND FOR THE PROVINCE OF ALBERTA

FRANCIS N.J. TAMAN
BARRISTER & SOLICITOR



ENCON Group Inc.
500 - 1400 Blair Place
Ottawa, Ontario K1J 9B8
Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
www.encon.ca

Endorsement

Endorsement No.: 0013
Standard Form: DONP41A
Attached to and forming part
of Policy Number: NP-428530

Policy Period Amendment

In consideration of an additional premium of \$2,173, it is agreed that Item 3 of the Declarations is amended to read as follows:

3. POLICY PERIOD: 01 January 2014 to 01 August 2015
at 00:01 local time at the address
shown above without tacit renewal

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

Issued to: THE LUTHERAN CHURCH-CANADA,
THE ALBERTA-BRITISH COLUMBIA DISTRICT
and all other INSUREDS under this policy.

Effective Date: 02 June 2015, 00:01 local time

Executed and signed on behalf of the INSURERS by ENCON Group Inc., as duly authorized.

Dated: 27 May 2015

A handwritten signature in black ink, appearing to read 'Jean F. Laurin', is written over a horizontal line.

Jean F. Laurin, President
Authorized Representative



Dear Valued Customer,

Thank you for once again choosing Northbridge General Insurance Corporation to protect your business.

You might think insurance is all about products, policies and paperwork. But to us, it's more about the promise we make to our customers. The promise that we'll be there to take care of you when you need us most. We believe that building long-standing relationships with our customers and brokers is the foundation of long-term success.

When you and your insurance broker chose us as your insurance partner, you chose a partner ready to apply its specialized expertise to serving your needs and we will work closely together to ensure your business is protected. We hope that you will never experience a loss; but in the event that you do, together with your broker we will work hard to help get you back to business as quickly as possible. Our commitment is simple: we promise to handle your claim efficiently and fairly.

Included, you will find the most recent version of your *Northbridge Insurance*® Policy. We recommend you review this document carefully and contact your insurance broker if you have any questions.

For additional information about *Northbridge Insurance* products and services, we invite you to visit our website at www.nbins.com or follow our Twitter conversation, @northbridgeins.

Again, we thank you for your business, and look forward to ensuring your continued success.

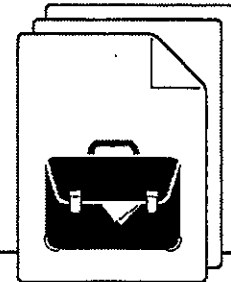
Yours sincerely,

Silvy Wright
President & CEO
Northbridge

THIS IS EXHIBIT "D"
referred to in the Affidavit of
Kurtis Robinson
Sworn before me this *21*
Day of *June* A.D., 20*15*
[Signature]
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

FRANCIS N.J. TAMAN
BARRISTER & SOLICITOR

Business Choice[®] Policy



Broker

Name: **Westland Insurance Group Ltd.**
Address: **#200 - 2121 160th St.
Surrey, BC, V3S 9N6**
Agency: **6200192**

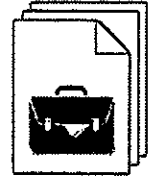
Insured

Name: **Encharis Community Housing and Services and Encharis Management and Support Services**
Address: **285030 Luther Rose Blvd
900
NE Calgary, AB, T1X1M9**

Policy

Number: **CBC 1928469 04**
Effective: **April 1, 2015**
Expiry: **April 1, 2016**

Business Choice



The Business Choice Policy offers comprehensive insurance coverage for your business.

The Business Choice Policy provides broad coverages that go above and beyond ordinary business requirements in one clear, easy to understand policy. If your Declarations Page shows as 'Covered' for any of the following Parts, the following highlight coverage for each Part.

Coverage Summary – Part I, II and VI

Policy		30 day Cancellation Clause	
Code of Consumer Rights and Responsibilities			
Global Deductible Clause			
Part I – Property		Part I – Extensions of Coverage, continued:	
Replacement Cost with Same Site Clause amended	If Part I selected	ff. Furs, Fur Garments, Jewels and Jewellery \$5,000	
Sewer Backup (subj. min. \$2,500 deductible)	Included	gg. Environmental Upgrade Lesser of 25% of total direct loss or \$25,000	
Equipment Breakdown		hh. Deferred Payment Plan (Stock) \$50,000	
Comprehensive coverage for pressure vessels including:		ii. Brands and Labels \$100,000	
Ammonia contamination	\$100,000	jj. Top-Up Extension \$50,000 aggregate	
Hazardous substance	\$100,000	kk. Extra Expense / Expediting Expense \$50,000	
Water damage	\$100,000	ll. Product Recall Expense \$25,000	
Extensions of Coverage		mm. Cyber Event Expense \$25,000	
a. Newly Acquired or Constructed Buildings (90 Day Reporting)	\$1,000,000	Part II – Business Income Coverage	
b. Newly Acquired Business Personal Property (90 Day Reporting)	\$500,000	Extensions of Coverage	
c. Personal Effects (including volunteers)	\$2,500 per person / \$25,000 per policy year	a. Retailers Product Impairment \$10,000	If Part II selected
d. Accounts Receivable	\$100,000	b. Contingent Business Income \$25,000	
e. Valuable Papers	\$100,000	c. Off Premises Heat, Power, Gas, Water or Communication Services \$25,000	
f. Property Off-Premises	\$25,000	d. Accountants Fees \$25,000	
g. Property in Transit	\$25,000	e. Civil Authority 30 days	
*Parcel Post	\$10,000	f. Newly Acquired Locations \$250,000	
h. Growing plants, lawns, trees, shrubs and Flowers	\$10,000 per occurrence	g. Non Owned Heat, Power, Gas, Water or Communication Services \$25,000	
i. Glass (excluding stained glass)	Included	h. Mortgage Rate Guarantee \$25,000	
j. Debris Removal	Lesser of up to 25% of the loss amount / \$50,000	i. Fines, Damages or Penalties for Breach of Contract \$25,000	
k. Removal of Windstorm Debris	\$50,000	j. Negative Publicity \$10,000 (48-hour waiting period)	
l. Pollutant Cleanup and Removal	\$50,000	k. Outbreak Extra Expense \$10,000	
m. Fire Department Service Charges	\$50,000	Part VI – Crime	
n. Protection of Property	up to 30 days	If Part I or Part VI selected	
o. Fine Arts	\$25,000	Money & Securities \$10,000	
p. Building Damage by Theft	\$10,000	Employee Dishonesty \$10,000	
q. Professional Fees	10% of total loss; subject to max. \$100,000	Credit Card Forgery, Forgery or Alteration, Money Order and Counterfeit Paper Currency, and Computer Fraud and Funds Transfer Fraud \$10,000 per coverage	
r. Automatic Fire Suppression System Recharge Expenses	\$25,000	Extensions of Coverage	
s. EDP Equipment, Data and Media Breakdown	\$50,000	a. Professional Fees 25% of the loss / max. \$10,000	
t. Automatic Inflation Adjustment	Included	b. Third Party Employee Dishonesty \$5,000	
u. Consequential Loss (on/off premises)	\$50,000		
v. Building By-Laws	Included		
w. Installation Floater	\$25,000		
x. Peak Season	25% on Stock		
y. Tenants' Leasehold Interest - Rents	\$10,000		
z. Property of Tenants or Registered Guests of A Hotel or Apartment or Members, Guests and Residents of Health Care Facilities	\$1,000 per occurrence / \$5,000 aggregate		
aa. Roadways, walkways, and Parking Lots	\$50,000		
bb. Outdoor property	\$25,000		
cc. Master Key Coverage	\$10,000		
dd. Condominium Unit Coverage			
*Loss Assessment	\$10,000		
*Contingent Building Coverage	\$25,000		
ee. Rewards	\$10,000		

The information stated above is only a summary of the applicable Limits of Insurance in the Policy and will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance specified in the Coverage Schedule. In the event of any inconsistency between the information set in this summary and the Coverage Schedule, the Coverage Schedule will govern.

Business Choice



The Business Choice Policy offers comprehensive insurance coverage for your business.

The Business Choice Policy provides broad coverages that go above and beyond ordinary business requirements in one clear, easy to understand policy. If your Declarations Page shows as 'Covered' for any of the following Parts, the following highlight coverage for each Part.

Coverage Summary – Part III and IV

Policy

Code of Consumer Rights and Responsibilities 30 day Cancellation Clause
 Global Deductible Clause

Part III – Commercial General Liability	If Part III selected
All Risks Tenants' Legal Liability (blanket all locations)	\$500,000
Medical Payments	\$25,000 per person
Employee Benefits	\$1,000,000
Fungi and Spores Liability	\$250,000
Products and Completed Operations Aggregate	
Personal and Advertising Injury Liability	
General Aggregate	
Contingent Employers Liability	
Contractual Liability	
Incidental Medical Malpractice	
Automatic Coverage for Newly Acquired Subsidiaries (90 Day Reporting)	
Separation of Insureds, Cross Liability	
Broad Form Property Damage	
Broad Form Completed Operations	
Employees and "volunteer workers" and unit owners of condominiums as Additional Insureds	
Blanket Additional Insureds (as required by contract)	
Pollution Exclusion with Hostile Fire Exception (includes accidental discharge of fuels or lubricants from mobile equipment)	
Part IV – Non-Owned Automobile	If Part IV selected
S.P.F. No. 6 – Standard Non-Owned Automobile Policy	
SEF #94 Legal Liability For Damage To Hired Automobiles Endorsement	\$75,000 any one accident
SEF #96 Contractual Liability	
SEF #99 Excluding Long Term Leased Vehicles	
OEF #98B (for Ontario Risks)	

The information stated above is only a summary of the applicable Limits of Insurance in the Policy and will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance specified in the Coverage Schedule. In the event of any inconsistency between the information set in this summary and the Coverage Schedule, the Coverage Schedule will govern.

Coverage Summary – Part IX

If your Declarations Page shows as 'Covered' for any of the following Parts, the following highlight coverage for each Part.

Part IX – Inland Marine	
Contractors' Equipment	If Contractors' Equipment Selected*
* Extensions of Coverage	
a. Newly Acquired Equipment	25% of limit or \$250,000
b. Rental Reimbursement	\$50,000
c. Rental Equipment Coverage	\$50,000
d. Debris Removal	25% plus additional \$5,000
e. Fire Department Service Charges	\$25,000
f. Rewards	\$10,000
g. Equipment Leased or Rented to Others	Included
h. Replacement Cost	Included up to 3 years
i. Loss of Income	\$25,000
Installation Floater	If Installation Floater Selected*
* Extensions of Coverage	
a. Transit	\$50,000
b. Storage Locations	\$50,000
c. Difference in Deductible	\$50,000
d. Testing	\$10,000
e. Sewer and Road Extension	Included
f. Debris Removal	\$10,000
g. Pollutant Cleanup and Removal	\$10,000
h. Contract Penalties	\$10,000
i. Rewards	\$10,000
Motor Truck Cargo – Carriers	If Motor Truck Cargo – Carriers Selected*
* Extensions of Coverage	
a. Defence Costs	Included
b. Temperature Control Apparatus Breakdown Extension	Included
c. Contingent Property Coverage	\$25,000
d. Cleanup Expense	\$10,000
e. Freight Charges	\$10,000
Motor Truck Cargo – Owners	If Motor Truck Cargo – Owners Selected*
* Extensions of Coverage	
a. Temperature Control Apparatus Breakdown Extension	Included
b. Terminal Coverage	Included
c. Cleanup Expense	\$10,000
d. Pairs, Sets and Parts	Included
e. Brands and Labels	Included

The information stated above is only a summary of the applicable Limits of Insurance in the Policy and will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance specified in the Coverage Schedule. In the event of any inconsistency between the information set in this summary and the Coverage Schedule, the Coverage Schedule will govern.

Legal Assist Services

On a day-to-day basis, your business may encounter numerous situations in which you must contend with various laws and regulations. By being well-informed, you may save yourself the trouble of costly legal proceedings and unnecessary hassles.

Legal Assist is a service offered to eligible Northbridge Business Choice customers to provide you with the answers you need to operate your business.

What Does it Cost

There is no cost; it is automatically included in your Business Choice policy.

You have free access to a lawyer, saving you time and money!

Benefits

Not only is this service useful for situations that are truly of legal concern, but also in many other situations in which you never considered contacting legal counsel because of the cost involved in hiring a lawyer.

What We Do

Legal Assist works for you, providing you with legal advice and practical solutions for business matters that affect you.

Legal Assist will answer any legal inquiries that relate to your business activities. No question is too small as Legal Assist can respond to calls about employment issues and contracts to leasing procedures and succession planning. Here are some examples of typical questions:

My company developed a piece of software. How do I go about protecting the specifications from my competitors?

I have contracts containing 'hold harmless' and 'indemnity' clauses with my customers. What are the legal implications of signing this contract that contains a 'hold harmless' clause in favour of my customer?

I want my children to become more actively involved in my business at a management level and in business development. What steps do I need to take to make this happen? What are the legal implications of this, if any?

I have to let an employee go. How much notice do I need to give this employee by law? How do I proceed in order to respect legal requirements?

Call 1.800.786.0656 for info on:

- Labour law
- Tax law
- Administrative law
- Succession planning
- Commercial law
- Real estate law
- Estate planning
- Employment law
- Consumer law
- Bankruptcy (creditors) law

**Service is available in both French & English and can be accessed from Monday to Friday, 9AM to 8PM*
Obtain the information you need right away or within 24 hours.**

- * Eastern Standard time, statutory holidays excluded.
1. All calls and information given are kept in strict confidence.
 2. Services provided by lawyers who are duly licensed members of the Law Society of the province or territory of your residence.
 3. Please note that this service is not for issues of a criminal, personal or insurance nature.
 4. Legal Assist is NOT an insurance policy. It does not provide legal fees coverage.
 5. Legal Assist will provide legal information and practical solutions but will not provide legal advice in legal proceedings, nor representation in legal proceedings.

Northbridge General Insurance Corporation

Declaration Page

Agency: Westland Insurance Group Ltd.	Agency Number: 6200192
Insured's Name and Address Encharis Community Housing and Services 285030 Luther Rose Blvd 900 NE Calgary, AB, T1X1M9	Policy Number : CBC 1928469 04 Policy Effective Date : April 1, 2015 Policy Expiry Date : April 1, 2016 <small>(12:01 a.m. Standard Time at Insured's Mailing Address)</small>
Form of Business: Corporation	
Description of Operations: Independent Living, Assisted Living and Intermediate Care	

Insurance is provided only for those coverages for which a specific limit/amount of insurance or premium is stated below:

Summary of All Locations	Limit of Liability*	Deductible* (per occurrence)	Annual Premium*
Part I - Property			
Coinsurance: See Coverage Schedule			
Building	\$44,900,842	see schedule	Included
Business Personal Property	\$889,000	\$2,500	Included
Equipment Breakdown	\$45,789,842	\$2,500	Included
Chargeable Endorsements	see schedule of coverages	see schedule of coverages	Included
Part II - Business Income Coverage	\$4,063,000	see schedule	Included
Chargeable Endorsements	none	none	N/A
Part III - Commercial General Liability			
Each Occurrence	\$2,000,000	\$1,000 PD	Included
General Aggregate	\$5,000,000		Included
Chargeable Endorsements	none	none	N/A
Part IV - Non-Owned Auto	\$2,000,000	as per policy	Included
Legal Liability for Damage to Hired Automobiles	\$75,000	\$1,000	Included
Part V - Umbrella			
Each Occurrence	\$8,000,000	\$10,000	Included
Aggregate	\$8,000,000	self insured retention	Included
Chargeable Endorsements	none	none	N/A
Part VI - Crime	see schedule of coverages	see schedule of coverages	Included
Part VII - Automobile		See Auto Schedule	Included
Part VIII - Additional Coverages	see schedule of coverages	see schedule of coverages	Included
Part IX - Inland Marine	see schedule of coverages	see schedule of coverages	Included

* For Limits of Liability and Annual Premium applicable to each location, see attached Coverage Schedule.

Premium (Sub-Total)	\$101,201
----------------------------	------------------

Method of Payment : Refer to Billing Invoice

Authorized Representative

Part I & II Coverage Schedule
(attached to and forming part of the Declaration Page)

Location #1 :	285030 Luther Rose Blvd NE Calgary, AB, T1X1M9		
Co-Insurance :	90 %		
Coverage	Aggregate Liability Limit	Deductible	Annual Premium
Building	\$36,319,842	\$2,500	Included
Business Personal Property	\$636,000	\$2,500	Included
Breakdown of Business Personal Property:			
Equipment	\$636,000		
Equipment Breakdown	\$36,955,842	\$2,500	Included
Business Income	\$3,563,000		Included
Waiting period: 24 Hours			
Period of Indemnity: 12 Months			
Property off Premises	\$100,000	\$2,500	Included
Outdoor trees, shrubs, plants	\$50,000	\$2,500	Included
Property in Transit	\$100,000	\$2,500	Included
Sewer Backup		\$2,500	Included
Property of Every Description			Included
CBC 100 Earthquake		5%	Included
CBC 101 Flood		\$10,000	Included
CBC 106 Stated Amount Co-Insurance Clause			Included
Expiry April 1, 2016			
CBC 122 Resident Health Care Facility Property Endorsement			Included
CBC 150 Water Damage Deductible Endorsement		\$2,500	Included

Part I & II Coverage Schedule
(attached to and forming part of the Declaration Page)

Location #2 :	243205 Garden Road NE Calgary, AB, T1X1E1		
Co-Insurance :	90 %		
Coverage	Aggregate Liability Limit	Deductible	Annual Premium
Building	\$8,581,000	\$2,500	Included
Business Personal Property	\$253,000	\$2,500	Included
Breakdown of Business Personal Property:			
Equipment	\$253,000		
Equipment Breakdown	\$8,834,000	\$2,500	Included
Business Income	\$500,000		Included
Period of Indemnity: 12 Months			
Property off Premises	\$100,000	\$2,500	Included
Outdoor trees, shrubs, plants	\$50,000	\$2,500	Included
Property in Transit	\$100,000	\$2,500	Included
Sewer Backup		\$2,500	Included
Property of Every Description			Included
CBC 100 Earthquake		5%	Included
CBC 101 Flood		\$10,000	Included
CBC 106 Stated Amount Co-Insurance Clause			Included
Expiry April 1, 2016			
CBC 122 Resident Health Care Facility Property Endorsement			Included
CBC 150 Water Damage Deductible Endorsement		\$2,500	Included

Part III - Commercial General Liability Schedule
(attached to and forming part of the Declaration Page)

Commercial General Liability

Limits of Insurance	
Each Occurrence Limit	\$2,000,000
Personal & Advertising Injury Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit	\$5,000,000
Property Damage Deductible	\$1,000
Bodily Injury Deductible	\$0
Combined Property Damage & Bodily Injury Deductible	

CHARGEABLE EXTENSIONS AND ENDORSEMENTS:

Coverage	Limits of Insurance	Deductible	Premium
Tenants' Legal Liability	\$500,000	\$1,000	Included
Medical Payments	\$25,000		Included
Employee Benefits		\$1,000	Included
Each Occurrence Limit	\$2,000,000		
Aggregate Limit	\$2,000,000		
CBC 363 Abuse Limitation Endorsement			
Occurrence	\$2,000,000	\$1,000	Included
Aggregate	\$2,000,000		

ENDORSEMENTS:

CBC 301 Voluntary Compensation Benefits
 CBC 320 Resident Health Care Facility Extension

Part IV - Non Owned Automobile Liability Schedule
 (attached to and forming part of the Declaration Page)

Non Owned Automobile Liability

Limits of Liability	\$2,000,000
---------------------	-------------

CHARGEABLE ENDORSEMENTS:

Coverage	Limit of Liability	Deductible	Premium
SEF #94 Legal Liability For Damage to Hired Autos	\$75,000	\$1,000	Included

Part V - Umbrella Schedule
(attached to and forming part of the Declaration Page)

Umbrella Liability

Limits of Insurance:	
Each Occurrence Limit	\$8,000,000
Aggregate Limit	\$8,000,000
Self- Insured Retention	\$10,000

Schedule of Underlying Insurance

Type of Policy	Policy Number	Effective Date / Expiry Date	Insurer	Limits of Insurance:	
				Each Occurrence/ Products Completed Operations Aggregate	General Aggregate
CGL	1928469	April 1, 2015 / April 1, 2016	Northbridge General Insurance Corporation	\$2,000,000	\$5,000,000
AUTO	1928469	April 1, 2015 / April 1, 2016	Northbridge General Insurance Corporation	\$2,000,000	
NOA	1928469	April 1, 2015 / April 1, 2016	Northbridge General Insurance Corporation	\$2,000,000	

ENDORSEMENTS:

CBC 503 Follow Form - Employee Benefit Liability
CBC 562 Exclusion - Abuse

Part VI - Crime Schedule
(attached to and forming part of the Declaration Page)

Coverage	Limit of Liability	Deductible	Premium
Employee Dishonesty	\$50,000	\$500	Included
Money and Securities	\$25,000	\$500	Included
Third Party Employee Dishonesty	\$15,000	\$500	Included
Forgery or Alteration	\$25,000	\$500	Included
Money Orders & Counterfeit Paper Currency	\$25,000	\$500	Included
Credit Card Forgery	\$25,000	\$500	Included
Computer Fraud and Funds Transfer Fraud	\$25,000	\$500	Included

Mortgagee / Lienholder / Lessor / Additional Insured
(attached to and forming part of the Declaration Page)

Church Extension Fund
ABC District and Concentra
7100 Ada Blvd.
Edmonton, AB, T5B 4E4

Interest #1 : 1st Mortgagee
Applicable to : Building
285030 Luther Rose Blvd, NE Calgary, T1X1M9
Rank :
Comments : 1st Loss Payable

Interest #2 : 1st Mortgagee
Applicable to : Building
243205 Garden Road NE, Calgary, T1X1E1
Rank :
Comments : 1st Loss Payable

Free Form Endorsements
(attached to and forming part of the Declaration Page)

Endorsement 1

Description: INSURED'S NAME
Applicable to: Policy

Text: IT IS HEREBY UNDERSTOOD AND AGREED THE INSURED'S NAME IS TO READ Encharis Community Housing and Services and Encharis Management and Support Services

Endorsement 2

Description: Health Care Ext.
Applicable to: Policy

Text: It is hereby understood and agreed that the Health Care Facilities Extension Endorsement shall be attached to and forms part of the policy.

Endorsement 3

Description: Residents' Personal Property
Applicable to: Part I - All Locations

Text: It is hereby understood and agreed that with respect to Form CBC 122 - Residential Health Care Facility Property Endorsement - Item #2; Residents' Personal Property - a & b, the Deductible shall read in the amount of \$100.

Endorsement 4

Description: Growing Plants - \$5,000 per plant
Applicable to: Part I - All Locations

Text: It is hereby understood and agreed that the limit for Growing Plants, Lawns, Trees, Shrubs and Flowers coverage is increased to \$5,000 per plant.

Part IX Coverage Schedule
(attached to and forming part of the Declaration Page)

Coverage	Aggregate Liability Limit	Deductible	Annual Premium
CBC 9105 Contractors Equipment	\$20,000		Included

Part IX Coverage Schedule
(attached to and forming part of the Declaration Page)

Coverage: Contractors Equipment

Catastrophe Limit of Liability: \$0

Replacement Cost: 0 years

Item	Description of Property	Self-powered	Limit	Deductible	Rate	Premium
1	Golf Cart		\$20,000	\$2,500		Included

Any limit of liability specified in this schedule is subject to and not in addition to the Aggregate Liability Limit as referenced in Part IX coverage schedule.

Subscription Policy Endorsement

This endorsement modifies insurance under the part(s) of this policy as stated below.

Wherever in this Policy, or in any endorsement attached, reference is made to "the Insurer", "the Company", "we", "us" or "this Company", reference will be deemed to be made to each of the Insurers named in the Schedule of Subscribing Insurers listed below, severally and subject to the following conditions:

1. The Insurers severally and not jointly agree, each for the proportion or for the sum insured and for the Coverages specified against its name in the Schedule of Subscribing Insurers or subsequent endorsement, to indemnify you to the extent provided under the forms attached to and forming part of this Policy subject to the General Provisions, Conditions, Exclusions and Definitions of the Policy and all attached forms and endorsements.
2. The liability of the Insurers individually is limited to that proportion of the loss payable under this Policy which the proportion or sum insured specified against the name of the individual Insurers in the Schedule of Subscribing Insurers, or such other proportion or sum insured as may be substituted by endorsement, bears to the total of the sums insured set against each item of the attached forms and endorsements.
3. No term or condition of this Policy will be deemed to be waived by us, in whole or in part, unless the waiver is clearly expressed in writing and signed by a person or persons authorized for that purpose by us. Neither we nor you will be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs or to the investigation or adjustment of any claim under this Policy.

Schedule of Subscribing Insurers

<i>The Insurers</i>	<i>Part</i>	<i>Participation Percentage</i>	<i>Sum Insured</i>	<i>Premium</i>	<i>Signature</i>
Northbridge General Insurance Corporation	I	13.20	\$6,110,259	\$10,234	
Northbridge General Insurance Corporation	II	13.20	\$536,316	\$908	
Northbridge General Insurance Corporation	VI	100.00%	\$190,000	\$300	
Northbridge General Insurance Corporation	Contractor Equipment	13.20	\$2,640	\$29	
Certain Lloyds Underwriters Contract NA14CA03 Thru Can-Sure	I	5.00%	\$2,314,492	\$3,878	
Certain Lloyds Underwriters Contract NA14CA03 Thru Can-Sure	II	5.00%	\$203,150	\$344	
Certain Lloyds Underwriters Contract NA14CA03 Thru Can-Sure	Contractor Equipment	5.00%	\$1,000	\$11	

Subscription Policy Endorsement (Continued)

Certain Lloyds Underwriters Contract NA15CA01 Thru Can-Sure	I	5.00%	\$2,314,492	\$3,878
Certain Lloyds Underwriters Contract NA15CA01 Thru Can-Sure	II	5.00%	\$203,150	\$344
Certain Lloyds Underwriters Contract NA15CA01 Thru Can-Sure	Contractor Equipment	5.00%	\$1,000	\$11
Certain Lloyds Underwriters - Contract 7040/14 Thru Can-Sure	I	3.00%	\$1,388,695	\$2,327
Certain Lloyds Underwriters - Contract 7040/14 Thru Can-Sure	II	3.00%	\$121,890	\$206
Certain Lloyds Underwriters - Contract 7040/14 Thru Can-Sure	Contractor Equipment	3.00%	\$600	\$7
Certain Lloyds Underwriters Contract NA14CA06 Thru Can-Sure	I	5.00%	\$2,314,492	\$3,878
Certain Lloyds Underwriters Contract NA14CA06 Thru Can-Sure	II	5.00%	\$203,150	\$344
Certain Lloyds Underwriters Contract NA14CA06 Thru Can-Sure	Contractor Equipment	5.00%	\$1,000	\$11
Economical Mutual Insurance Company	I	15.00%	\$6,943,476	\$11,633
Economical Mutual Insurance Company	II	15.00%	\$609,450	\$1,032
Economical Mutual Insurance Company	Contractor Equipment	15.00%	\$3,000	\$33
Intact Insurance	I	6.00%	\$2,777,391	\$4,653

Subscription Policy Endorsement (Continued)

Intact Insurance	II	6.00%	\$243,780	\$413
Intact Insurance	Contractor Equipment	6.00%	\$1,200	\$13
International Insurance Company of Hannover PLC thru CanSure	I	2.00%	\$925,797	\$1,551
International Insurance Company of Hannover PLC thru CanSure	II	2.00%	\$81,260	\$138
International Insurance Company of Hannover PLC thru CanSure	Contractor Equipment	2.00%	\$400	\$4
Non Marine U/W at Lloyd's Under Agreement C001641400	I	20.00%	\$9,257,968	\$15,510
Non Marine U/W at Lloyd's Under Agreement C001641400	II	20.00%	\$812,600	\$1,376
Non Marine U/W at Lloyd's Under Agreement C001641400	Contractor Equipment	20.00%	\$4,000	\$44
Non-Marine UW at Lloyds-Agreement No B1306C001301401 Sect. B	I	10.00%	\$4,628,984	\$7,755
Non-Marine UW at Lloyds-Agreement No B1306C001301401 Sect. B	II	10.00%	\$406,300	\$688
Non-Marine UW at Lloyds-Agreement No B1306C001301401 Sect. B	Contractor Equipment	10.00%	\$2,000	\$22
Tokio Marine and Nichido Fire Insurance Company Ltd.	I	13.30	\$6,156,549	\$10,312
Tokio Marine and Nichido Fire Insurance Company Ltd.	II	13.30	\$540,379	\$914

Subscription Policy Endorsement (Continued)

Tokio Marine and Nichido Fire Insurance Company Ltd.	Contractor Equipment	13.30	\$2,660	\$29
Underwriters at Lloyds under Agreement No. B1306C002411401	I	2.50	\$1,157,246	\$1,939
Underwriters at Lloyds under Agreement No. B1306C002411401	II	2.50	\$101,575	\$172
Underwriters at Lloyds under Agreement No. B1306C002411401	Contractor Equipment	2.50	\$500	\$6
Northbridge General Insurance Corporation	Equipment Breakdown	100.00%		\$1,806
Northbridge General Insurance Corporation	Other	100.00%		\$14,448
Total Insured By This Policy			\$50,562,841	\$101,201

**CERTIFICATE OF AUTOMOBILE INSURANCE
ALBERTA, YUKON, NORTHWEST TERRITORIES AND NUNAVUT**

This certificate is evidence of a contract of insurance between the Named Insured and the Insurer, subject in all respects to The Standard Automobile Policy (Owner's Form S.P.F. NO. 1) approved by the Superintendent of Insurance for the province stated in ITEM 1.

Upon request the Insurer will provide to the Insured a copy of the said Policy Form.

In consideration of the payment of the premium and the statement contained in the application for insurance, the contract provides insurance as mentioned in ITEM 4 of this certificate for which a premium is specified and no other.

NOTICE TO INSURED

PLEASE NOTE THAT THE PREMIUM MAY HAVE CHANGED FROM THE PREVIOUS TERM. SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT YOUR BROKER.

ITEM

- 1. INSURED:**
As stated in the Declaration Page of this Policy.

- 2. POLICY PERIOD:**
As stated in the Declaration Page of this Policy.

- 3. PARTICULARS OF THE DESCRIBED AUTOMOBILE(S):**
As stated in the Schedule of Automobiles attached to this Policy.

4. INSURING AGREEMENTS - ALBERTA, YUKON, NORTHWEST TERRITORIES AND NUNAVUT

	LIMITS & AMOUNTS (in dollars)	PREMIUMS (in dollars)
SECTION A - THIRD PARTY LIABILITY Bodily Injury to or Death of any Person or Damage to Property Passenger Hazard (PH)	As specified in the Schedule of Automobiles	Included Included
SECTION B - ACCIDENT BENEFITS (AB) Payments for Death or Bodily Injury	As stated in Section B of the Policy	Included
SECTION C - LOSS OR DAMAGE TO INSURED AUTOMOBILE(S) This policy contains a partial payment of loss clause SUBSECTION 1 - All Perils (AP) SUBSECTION 2 - Collision or Upset (COL) SUBSECTION 3 - Comprehensive (CMP) (excluding Collision or Upset) SUBSECTION 4 - Specified Perils (SPP) (excluding Collision or Upset)	A deductible applies on each claim except loss or damage caused by fire, or lightning, or theft of the entire automobile. As specified in the Schedule of Automobiles	Included
OTHER ENDORSEMENTS - S.E.F.'s	As specified in the Schedule of Automobiles	Included

Total Premium: \$5,598

Minimal Non-Refundable Premium: Included

Premium Due: \$5,598

**EXPLANATION OF INSURANCE
ALBERTA, YUKON, NORTHWEST TERRITORIES AND NUNAVUT**

The following is a brief explanation of the insurance outlined in Item 4 Insuring Agreements, of this Certificate. The contract is contained only in the policy.

POLICY SECTION A - THIRD PARTY LIABILITY

Provides coverage for legal responsibility to others, arising from an automobile accident causing death or injury to persons or damage to their property.

POLICY SECTION B - ACCIDENT BENEFITS

PAYMENTS FOR DEATH OR BODILY INJURY: Provides coverage to the person insured, his immediate family and certain other persons injured or killed in an automobile accident. Payments are made regardless of who is to blame for the accident.

POLICY SECTION C - LOSS OR DAMAGE TO INSURED AUTOMOBILE

This section of the policy provides a selection of coverages for the policyholder's own automobile. There is usually a deductible amount indicated for each coverage and this amount is either paid by the policyholder toward the cost of the repairs or is deducted from the loss settlement.

ALL PERILS Subsection 1: Combines Collision and Comprehensive coverages.

COLLISION OR UPSET Subsection 2: Covers damage caused by Collision with another automobile, another object or by upset.

COMPREHENSIVE Subsection 3: Covers the automobile against loss or damage caused other than by Collision or Upset. The coverage is not confined to specific hazards and is therefore broader in scope than the alternative coverage - Specified Perils (Subsection 4).

SPECIFIED PERILS Subsection 4: Covers the automobile against loss or damage caused by certain specific perils. They are fire, theft, lightning, windstorm, hail, earthquake, explosion, riot, falling aircraft, rising water, or an accident to a vehicle or boat on which the automobile is being transported.

WARNING: THE INSURANCE ACT PROVIDES THAT:

Where, (a) an applicant for a contract, (i) gives false particulars of the described automobile to be insured to the prejudice of the insurer; or (ii) knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the insured contravenes a term of the contract or commits a fraud; or (c) the insured willfully makes a false statement in respect of a claim under the contract, a claim by the insured is invalid and the right of the insured to recover indemnity is forfeited.

DESCRIPTION OF VEHICLES

The following list describes the vehicles covered by this policy at its inception:

Vehicle #	Year	Description	Serial Number
1	2003	CHEVROLET VENTURE EXT	1GNDX03E43D282703
2	2006	FORD CUTAWAY VAN	1FDXE45PX6HB05891



S.E.F. No. 20**Loss Of Use Endorsement****(For Attachment Only To An Automobile Policy S.P.F. No. 1.)**

In consideration of the premium charged and in the event of loss or damage to the automobile for which indemnity is provided by Section C of this Policy, the Insurer agrees to reimburse the Insured as the result of loss of use of the automobile(s) for expenses reasonably incurred for the rental of a substitute automobile, including taxicabs or public means of transportation.

Provided always that:

1. the Insurer shall not be liable for such expense in excess of the limits shown on the Schedule of Automobiles per occurrence.
2. reimbursement is limited to such expense commencing
 - a. at the time the loss or damage occurs if the automobile cannot be operated under its own power;
 - b. in case of theft of the entire automobile, at 12:01 a.m. the day following the report of such theft to the Insurer or to the police.
 - c. in other cases, at the time the automobile is delivered for repair due to loss or damage;and terminating regardless of the expiration of the policy period, upon
 - a. the date of completion of the repairs or replacement of the property lost or damaged; or
 - b. upon such earlier date that the Insurer makes or tenders settlement of the loss or damage.
3. the indemnity provided by the Policy for loss of use by theft under Additional Agreement (2) is replaced by this endorsement but in no event shall the amounts stated in this endorsement be less than those stated in Additional Agreement (2) of the Policy.
4. no indemnity is provided by this endorsement unless the loss or damage to the automobile exceeds any applicable deductible amount specified in the Policy for such loss or damage.

If more than one automobile is insured under this Policy, this endorsement shall apply only to the automobile(s) to which this endorsement is designated in the Schedule of Automobiles.

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

S.E.F. No. 44

Family Protection Endorsement

(For Alberta only)

1. DEFINITIONS

Where used in this endorsement

- a. The term "automobile" shall mean a vehicle with respect to which motor vehicle liability insurance would be required if it were subject to the law of the province governing the Policy.
- b. The term "dependent relative" means
 - 1) A person
 - a) under the age of 18 years who resides with the Named Insured and is principally dependent upon the Named Insured or the spouse/adult interdependent partner of the Named Insured for financial support.
 - b) 18 years of age or over who because of mental or physical infirmity is principally dependent upon the Named Insured or the spouse/adult interdependent partner of the Named Insured for financial support or
 - c) 18 years or over who, because of full-time attendance at a school, college or university, is principally dependent upon the Named Insured or the spouse of the Named Insured for financial support, or
 - 2) A parent or relative
 - a) of the Named Insured, or
 - b) of the spouse/adult interdependent partner of the Named Insured residing in the same dwelling premises and principally dependent upon the Named Insured or the spouse/adult interdependent partner of the Named Insured for financial support.
- c. The term "eligible claimant" means:
 - 1) the insured person sustaining bodily injury;
 - 2) any other person who, in the jurisdiction in which an accident occurred, is entitled to maintain an action against the inadequately insured motorist for damages because of the death of an insured person or because of bodily injury to an insured person.
- d. The words "Family Protection Coverage" mean the insurance as provided by this form of endorsement and any other coverage provided by virtue of a contract of insurance providing indemnity similar in nature to the indemnity provided by this endorsement, whether described as underinsured motorist coverage or not.
- e. The term "inadequately insured motorist" means
 - 1) the identified owner or identified driver of an automobile with respect to which the total motor vehicle liability insurance or provided bonds, cash deposits or other financial guarantees as required by law in lieu of insurance, of the owner and driver is less than the Limit of Family Protection Coverage.
 - 2) the identified owner or identified driver of an uninsured automobile as defined in the policy.provided always that,
 - a) where an eligible claimant is entitled to recover damages from an inadequately insured motorist and the owner or operator of any other automobile, then for the purpose of 1.e.1) above and for the purpose of determining the insurer's limit of liability under paragraph 3 of this endorsement, the limits of motor vehicle liability insurance shall be deemed to be the aggregate of all limits of motor vehicle liability insurance and all bonds, cash deposits or other financial guarantees as required by law in lieu of such insurance, with respect to all of the said automobiles, and
 - b) where an eligible claimant is entitled to recover damages from the identified owner or identified driver of an uninsured automobile as defined in this Policy then for the purpose of 1.e.1) and 1.e.2) and for the purpose of determining the limit of coverage under paragraph 3 of this endorsement, uninsured motorist coverage available to the eligible claimant shall be taken into account as if it were motor vehicle liability insurance with the limits stated to be those of the uninsured motorist coverage.
 - c) where an eligible claimant alleges that both the owner and driver of an automobile referred to in 1.e.2) cannot be determined, the eligible claimant's own evidence of the involvement of such automobile must be corroborated by other material evidence; and
 - d) "other material evidence" for the purposes of this section means:
 1. independent witness evidence, other than evidence of the spouse/adult interdependent partner as defined in this endorsement or a dependent relative as defined in this endorsement; or
 2. physical evidence indicating the involvement of an unidentified automobile.

- f. The words "insured person" mean
 - 1) the Named Insured and his or her spouse/adult interdependent partner if residing in the same dwelling premises and any dependent relative of either, while
 - a) an occupant of the described automobile, a newly acquired automobile or a temporary substitute automobile as defined in the general provisions, definitions and exclusions of the Policy.
 - b) an occupant of any other automobile but excluding the person who leases such other automobile for a period in excess of 30 days or who owns such other automobile unless underinsured motorist insurance is in force in respect of such other automobile, or
 - c) not an occupant of an automobile who is struck by an automobile;
 - 2) if the Named Insured is a corporation, an unincorporated association or partnership, any officer, employee or partner of the named insured for whose regular use the described automobile is provided (which individual shall be considered the "named insured" for the purposes of Definition 1.b.) and his or her spouse/adult interdependent partner if residing in the same dwelling premises and any dependent relative of either, while
 - a) an occupant of the described automobile, a newly acquired automobile or a temporary substitute automobile as defined in the general provisions, definitions and exclusions of the Policy.
 - b) an occupant of an automobile referred to in 2) a) above leased by the named insured for a period in excess of 30 days or owned by the named insured provided underinsured motorist insurance is in force in respect of such other automobile, or
 - c) not an occupant of an automobile who is struck by an automobile.

Provided that where the Policy has been endorsed to grant permission to rent or lease the described automobile for a period in excess of 30 days, any reference to the Named Insured shall be construed as a reference to the lessee specified in that endorsement.

- g. The term "Limit of Family Protection Coverage" means the amount set out in the policy documents with respect to this endorsement. If no amount is set out in the policy documents then the Section A limit with respect to the automobile to which this endorsement applies is the Limit of Family Protection Coverage.
- h. The words "limits of motor vehicle liability insurance" mean the amount set out in the policy of insurance referred to as the limit of liability of the Insurer with respect to liability claims, regardless of whether that limit is reduced by the payment of claims or otherwise; provided however in the event that an Insurer's liability under a policy of insurance is reduced by operation of law to the statutory minimum limits in a jurisdiction because of a breach of the said policy of insurance then the statutory minimum limits are the "limits of motor vehicle liability insurance" in the said policy of insurance.
- i. The term "spouse/adult interdependent partner" means either of a man or woman who
 - 1) are married to each other
 - 2) are married to each other by a marriage that is voidable and has not been voided by a judgment of nullity, or
 - 3) have gone through a form of marriage with each other, in good faith, that is void and are cohabitating or have cohabited within the preceding year and includes;
 - 4) either of a man and woman not being married to each other who have cohabited
 - a) continuously for a period of not less than five years or
 - b) in a relationship of some permanence where there is a child born of whom they are the natural parents and have so cohabited within the preceding year.
- j. the term "the policy" means the policy to which the endorsement is attached.

2. INSURING AGREEMENT

In consideration of a premium charged and subject to provisions hereof, it is understood and agreed that the Insurer shall indemnify each eligible claimant for the amount that such eligible claimant is legally entitled to recover from an inadequately insured motorist as compensatory damages in respect of bodily injury or death sustained by an insured person by accident arising out of the use or operation of an automobile

3. LIMIT OF COVERAGE UNDER THIS ENDORSEMENT

- a. The Insurer's maximum liability under this endorsement, regardless of the number of eligible claimants or insured persons injured or killed, or the number of automobiles insured under the Policy, is the amount by which the Limit of Family Protection Coverage exceeds the total of all limits of motor vehicle liability insurance, or bonds, or cash deposits, or other financial guarantees as required by law in lieu of such insurance, of the inadequately insured motorist and of any person jointly liable therewith.
- b. Where this endorsement applies as excess, the Insurer's maximum liability under this endorsement is the amount determined in accordance with paragraph 3.a. less the amounts available to eligible claimants under any first loss insurance as referred to in paragraph 7 of this endorsement.

4. AMOUNT PAYABLE PER ELIGIBLE CLAIMANT

- a. The amount payable under this endorsement to any eligible claimant shall be ascertained by determining the amount of damages the eligible claimant is legally entitled to recover from the inadequately insured motorist and deducting from that amount the aggregate of the amounts referred to in paragraph 4.b. but in no event shall the Insurer be obliged to pay an amount in excess of the limit of coverage as determined under paragraph 3 of this endorsement.
- b. The amount payable under this endorsement to any eligible claimant is excess to any amount ordinarily recovered by the eligible claimant from any source (other than money payable on death under a policy of insurance) and is excess to any amount the eligible claimant is entitled to recover (whether such entitlement is pursued or not) from:
 - 1) the Insurers of the inadequately insured motorist, and from bonds, cash deposits or other financial guarantees given on behalf of the inadequately insured motorist;
 - 2) the Insurers of a person jointly liable with the inadequately insured motorist for the damages sustained by an insured person;
 - 3) the Société de l'assurance automobile du Québec;
 - 4) an unsatisfied judgment fund or similar plan, or which would have been payable by such fund or plan had this endorsement not been in effect;
 - 5) the uninsured automobile coverage of a motor vehicle liability policy;
 - 6) an automobile accident benefits plan applicable in the jurisdiction in which the accident occurred;
 - 7) any policy of insurance providing disability benefits or loss of income benefits or medical expense or rehabilitation benefits;
 - 8) any Workers' Compensation Act or similar law of the jurisdiction applicable to the injury or death sustained;
 - 9) the Family Protection Coverage of another motor vehicle liability policy.
- c. In the event that the Insurer is presented with claims by more than one eligible claimant and the total of the amounts payable to the eligible claimants exceeds the limit of the Insurer's liability under the endorsement as set out in paragraph 3, the Insurer may pay to each eligible claimant a pro rata portion of the amount otherwise payable to each eligible claimant. In the event that payments are made to eligible claimants under this endorsement prior to the receipt of actual notice of any additional claim, then the limits of this endorsement as referred to in paragraph 3 of this endorsement shall be the amount determined in paragraph 3 less the amounts paid to the prior eligible claimants

5. DETERMINATION OF THE AMOUNT AN ELIGIBLE CLAIMANT IS LEGALLY ENTITLED TO RECOVER

- a. The amount that an eligible claimant is entitled to recover shall be determined in accordance with the procedures set forth for determination of the issues of quantum and liability by the uninsured motorist coverage provisions of the policy.
- b. In determining the amount that an eligible claimant is legally entitled to recover from the inadequately insured motorist, issues of quantum shall be decided in accordance with the law of the province governing the policy and issues of liability shall be decided in accordance with the law of the place where the accident occurred.
- c. In determining any amounts that an eligible claimant is legally entitled to recover, no amount shall be included with respect to pre-judgment interest accumulating prior to notice as required by this endorsement.
- d. In determining any amounts that an eligible claimant is legally entitled to recover, no amount shall be included with respect to punitive, exemplary, aggravated or other damages the award of which is based in whole or in part because of the conduct of the inadequately insured motorist or the person jointly liable therewith, to the extent that the said damages are not for the purpose of compensating the eligible claimant for actually incurred losses.
- e. In determining any amounts an eligible claimant is entitled to recover from an inadequately insured motorist, as defined in paragraph 1.e.1) no amount shall be included with respect to costs.
- f. No findings of a Court with respect to issues of quantum or liability are binding on the Insurer unless the Insurer was provided with a reasonable opportunity to participate in those proceedings as a party.

6. PROCEDURES

- a. The following requirements are conditions precedent to the liability of the Insurer to the eligible claimant under this endorsement:
 - 1) the eligible claimant shall promptly give written notice with all available particulars, of any accident involving injury or death to an insured person and of any claim made on account of the accident;
 - 2) the eligible claimant shall, if required, provide details of any policies of insurance other than life insurance to which the eligible claimant may have recourse;
 - 3) the eligible claimant and the insured person shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative, all relevant documents in their possession or control, and shall permit extracts and copies of them to be made.
- b. Where an eligible claimant commences a legal action for damages for bodily injury or death against any other person owning or operating an automobile involved in the accident, a copy of the initiating process shall be delivered or sent by registered mail immediately to the chief agent or head office of the insurer in the province together with particulars of the insurance and loss.

- c. Every action or proceeding against the insurer for recovery under this endorsement shall be commenced within 12 months of the date that the eligible claimant or his or her representative knew or ought to have known that the quantum of claims with respect to an insured person exceeded the minimum limits for motor vehicle liability insurance in the jurisdiction in which the accident occurred. No action which is commenced within 2 years of the date of the accident shall be barred by this provision.

7. MULTIPLE COVERAGES

The following rules apply where an eligible claimant is entitled to payment under Family Protection Coverage under more than one policy and the insured person

- a. is an occupant of an automobile, such insurance on the automobile in which the insured person is an occupant is first loss insurance and any other such insurance is excess.
- b. is not an occupant of an automobile, such insurance in any policy in the name of the insured person is first loss insurance and any other such insurance is excess.

All applicable first loss Family Protection Coverage shall be apportioned on a pro rata basis, but in no event shall the aggregate payment under all such insurances exceed the highest limit of coverage provided by any one of such first loss insurances. The applicable first loss insurance shall be exhausted before recourse is made to excess insurances. All applicable excess Family Protection Coverage shall be similarly apportioned on a pro rata basis, but in no event shall the aggregate payment under all such insurances exceed the highest limit of coverage as defined in paragraph 3.b. thereof, provided by any one of such excess insurances.

8. ACCIDENTS IN THE PROVINCE OF QUEBEC

This endorsement does not apply to an accident occurring in the Province of Quebec for which compensation is payable under the Automobile Insurance Act.

9. SUBROGATION

Where a claim is made under this endorsement, the Insurer is subrogated to the rights of the eligible claimant by whom a claim is made, and may maintain an action in the name of that person against the inadequately insured motorist and the persons referred to in paragraph 4.b.

10. ASSIGNMENT OF RIGHTS OF ACTION

Where a payment is made under this endorsement, the Insurer is entitled to receive from the eligible claimant in consideration thereof an assignment of all rights of action, whether judgment is obtained or not, and the eligible claimant undertakes to cooperate with the Insurer, except in a pecuniary way, in the pursuit of any subrogated action or any right of action so assigned.

11. MISCELLANEOUS PROVISIONS

If more than one automobile is insured under this Policy, this endorsement shall apply only to the automobile(s) against which S.E.F. No 44 is designated in the Schedule of Automobiles forming part of this Policy. If S.E.F. No 44 is designated with respect to more than one automobile in the Schedule of Automobiles forming part of this Policy, then the coverages provided shall be construed as if provided by separate policies of insurance with respect to each automobiles to which endorsement S.E.F. No 44 is applicable, subject always to the provisions of paragraph 7 hereof.

This endorsement is attached to and forms part of the Policy and shall be effective from the local time and effective date of the Policy or renewal thereof, or if added to the Policy during the policy period, from the local time and effective date of the endorsement specifying the addition of this coverage.

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

12. S.E.F. No 44 SUPPLEMENT

Agreements

- a.
 - 1) Supplementary Agreement a.2) below applies only where the person injured or killed is not an insured person as defined in the Family Protection Coverage of any policy or insurance or does not own an automobile which is licensed in any jurisdiction of Canada where Family Protection Coverage is available.
 - 2) Subject to a.1) above, the Insurer undertakes to include in the definition of dependent relative the following:
 - a) any relative of the Named Insured, or of the spouse/adult interdependent partner of the Named Insured, who resides in the same premises as the Named Insured; and
 - b) any other relative of the Named Insured, or of the spouse/adult interdependent partner of the Named Insured, but only while the occupant of the described automobile, a newly acquired automobile, or a temporary substitute automobile as defined in the policy.
- b. The amount determined under paragraph 3 of the Family Protection Endorsement is the Insurer's limit of liability for the aggregate of all claims arising out of any one occurrence. Nothing in this Supplement is to be construed so as to increase the Insurer's limit of liability under the Family Protection Coverage which these agreements supplement.
- c. These supplementary agreements modify only the Family Protection Coverage of the Policy. Except as provided herein, all limits, terms, conditions, provisions, definitions and exclusions of the Policy shall have full force and effect.

S.E.F. Alberta No. 6C Revised
Public Passenger Vehicles Endorsement
(For attachment only to an Automobile Policy S.P.F. No. 1.)

In consideration of the premium charged, it is understood and agreed that:

1. Permission is hereby given for the automobile to be used to carry passengers for compensation or hire.
2. Only as respects to loss or damage resulting from bodily injury to, or the death of, any occupant of the Automobile and only as respects to loss of or damage to property carried in or upon the automobile, while the automobile is so used:
 - a. Exclusions (b) and (d) of Section A of the Insuring Agreements of this Policy is amended to read as follows:
 - (b) for loss or damage resulting from bodily injury to or death of any person insured by this Policy or;
 - (d) for loss of or damage to any property owned or rented by any person insured by this Policy; or
 - b. The Insurer's limits of liability shall be (exclusive of interest and costs) in respect to bodily injury to or death of one or more passengers in one accident the amount stated in the Schedule of Automobiles for this endorsement.

Such limits of liability shall apply instead of the limits stated in Section A of item 4 of the Policy and shall be in addition to the limit(s) applicable to loss resulting from bodily injury to or the death of any other person(s).

If more than one automobile is insured under this Policy, this endorsement shall apply only to the automobile(s) against which this endorsement is designated in the Schedule of Automobiles.

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

PART I

Earthquake Damage Assumption Endorsement

This endorsement modifies the insurance provided under Part I – Property Insured to include loss or damage caused directly by the peril of earthquake, subject to the following conditions.

This endorsement applies to the property insured under Part I when Earthquake coverage is shown against each individual location on the Declaration Page.

1. Earthquake

For the purpose of this endorsement, earthquake will include snowslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.

Each loss caused by an earthquake will constitute a single claim hereunder, provided that more than one earthquake shock occurring within any consecutive one hundred and sixty-eight (168) hours during the term of this Policy will be deemed a single earthquake. Notwithstanding the foregoing, we will not be liable for any loss or damage caused by any earthquake shock occurring before this endorsement becomes effective nor for any loss or damage caused by an earthquake shock occurring after the expiration of this Policy.

2. Deductible

- a. We are liable in any one occurrence for the amount by which the loss or damage caused by earthquake exceeds the amount of the deductible(s) shown on the Schedule of Part I against "Earthquake Deductible".
- b. If a percentage is shown as the deductible, the amount of the deductible will be that percentage of the replacement cost value (or for those items subject to the Actual Cash Value Endorsement, the ACV value), of the "items" which suffer the earthquake loss.
- c. If both a percentage deductible and dollar deductible are shown on the Schedule of Part I against "Earthquake Deductible", the higher deductible amount will apply.

In the calculation of the earthquake deductible amount, only the values of the "items" damaged at the site(s) of the earthquake occurrence will be used in the calculation of the deductible. The value of locations not suffering earthquake damage will not be used in the calculation of the deductible amount.

In this endorsement, "items" will refer to the following insured property:

- 1) Building;
- 2) Business Personal Property;

all as defined and limited in this Policy.

3. Exclusions

This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to earthquake: fire, explosion, smoke, leakage from fire protective equipment, theft, vandalism and malicious acts, flood of any nature, waves, tidal waves, high water, waterborne objects or ice.

4. Extensions of Coverage

We will be liable for loss or damage to the property insured, caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly resulting from an earthquake.

5. Pro Rata Clause

We will only be liable for that proportion of a loss payable under this endorsement which the amount insured hereunder bears to the total amount of insurance covering the peril of fire on the same property. If the policy covers two or more items this provision will apply to each item separately.

All other terms and conditions remain unchanged.

PART I

Flood Endorsement

This Endorsement modifies insurance provided under Part I -- Property Insured.

This endorsement applies separately to each "scheduled risk location" for which the Flood Endorsement is specified on the "schedule".

1. INSURED PERIL

This insurance is extended to include "flood".

2. DEDUCTIBLE

We are liable for the amount by which the loss or damage caused by "flood" exceeds the deductible specified on the "schedule" for Flood Endorsement in any one "flood occurrence".

This Deductible clause applies separately to each "scheduled risk location" to which this Endorsement applies.

3. EXCLUSIONS

This Endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to "flood":

- (a) fire, explosion, or smoke;
- (b) leakage from "fire protective equipment";
- (c) riot, vandalism or malicious acts;
- (d) theft or attempted theft;
- (e) the backing up or overflow, within the area bounded by the bearing walls and foundations of the building which is located at the "scheduled risk location", of water from within sewers, sumps, septic tanks or drains;
- (f) water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other openings in such sidewalks, driveways, foundations, walls or floors;
- (g) leakage from a watermain.

4. EXTENSION OF COVERAGE

We will be liable for loss or damage to the insured property caused by wind, hail, rain or snow entering a building which is located at the "scheduled risk location" through an opening in the roof or walls directly resulting from "flood".

5. DEFINITIONS

Wherever used in this Endorsement:

- (a) "Flood" means the breaking out or overflow of any natural or artificial body of water and includes "surface water", waves, tides, tidal waves and tsunamis.
- (b) "Flood occurrence" means all flooding which occurs within any 168 consecutive hours commencing during the policy period on or after the effective date of this Endorsement. The expiration of this Policy will not reduce the 168 hour period.
- (c) "Surface water" means water or natural precipitation temporarily diffused over the surface of the ground.

All other terms and conditions remain unchanged.

PART I**Stated Amount Co-Insurance Clause Endorsement**

This endorsement modifies insurance provided under Part I – Property Insured.

This endorsement applies to covered property for which the Stated Amount Co-Insurance Clause is shown on the Declaration Page.

In consideration of a statement of values filed and attested by you, Part I Section 4 Co-Insurance Clause is deleted and replaced by the following:

It is part of the consideration of this Policy and the basis upon which the rate of premium is fixed that you shall maintain insurance by - or concurrent in form, range and wording with - this Policy on the property hereby insured, so that the total amount of insurance on the said property (including the amount of insurance effected by this Policy) shall not be less than the amount indicated in the Declaration Page against Stated Amount Co-Insurance and that, failing to do so, you shall be a Co-Insurer to the extent of an amount sufficient to make the total insurance on the said property equal to the amount indicated in the Declaration Page against Stated Amount Co-Insurance and, in that capacity, shall bear their proportion of any loss that may occur.

It is understood and agreed that a new Statement of Values shall be filed with us within 60 days of the effective date of each new policy period. The terms and conditions of this clause shall cease to be in effect and the terms of the substituted coinsurance clause shall be reinstated 60 days after the effective date of the policy if you fail to file a new statement of values within the time required by this clause.

The terms and conditions of this endorsement shall cease to be in effect as of 12:01 A.M. Standard Time on the date indicated in the Declaration Page and the terms and conditions of the Co-Insurance Clause cited in the Policy shall then apply.

All other terms and conditions remain unchanged.

RESIDENT HEALTH CARE FACILITY EXTENSIONS

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

PART I

Resident Health Care Facility Property Endorsement

This endorsement modifies insurance provided under Part I – Property Insured. Unless otherwise stated in this endorsement, all the terms and conditions of Part I apply to the coverages contained in this endorsement.

1. Limitation extension for Newly Acquired Buildings and Contents

The 90 days limitation contained within:

- a. Part I – Property Insured Section 8 a. Newly Acquired Buildings; and
 - b. Part I – Property Insured Section 8 b. Contents at Newly Acquired Locations;
- is changed to 180 days.

2. Residents' Personal Property

- a. You may extend the insurance provided by this endorsement to apply to loss of your residents' personal property, other than money and securities, located on or within 300 metres of the described premises. This extension applies only if loss or damage is caused directly by a peril insured against under Part I of your policy.

The most we will pay for loss or damage in any one occurrence under this Extension is \$10,000. However, we will not pay more than \$2,500 for loss or damage to personal property of any one resident.

- b. You may extend the insurance provided by this endorsement to apply to loss of your residents' personal property other than money and securities, while:
 - 1) in the due course of transit;
 - 2) temporarily at a location you do not own, rent or regularly use in the operation of your resident health care facility; or
 - 3) at any location you acquire, but only for 180 days after you acquire the location or until more specific insurance applies to the location, whichever occurs first.

This Extension applies only while the residents are under your supervision or the supervision of one of your employees, and only if loss or damage is caused directly by a peril insured against under Part I of your policy.

The most we will pay for loss or damage in any one occurrence under this Extension is \$10,000. However, we will not pay more than \$2,500 for loss or damage to the personal property of any one resident.

All other terms and conditions remain unchanged.

PART II

Resident Health Care Facility Business Income Endorsement

This endorsement modifies insurance provided under Part II – Business Income. Unless otherwise stated in this endorsement, all the terms and conditions of Part II apply to the coverages contained in this endorsement.

1. Emergency Vacating Expenses

- a. You may extend the insurance provided by this endorsement to apply to the reasonable expenses that you incur in the "emergency" vacating of your health care facility.

By "emergency" we mean imminent danger arising from an external event or a condition in your resident health care facility which would cause loss of life or harm to your residents.

- b. EXCLUSIONS

We will not pay for any expenses under this Extension arising out of any "emergency" vacating due to:

- 1) a strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
- 2) a planned vacating drill;
- 3) the vacating of one or more residents that is due to and confined to their individual medical condition;

- 4) the routine transfer or discharge of residents, including their removal to an out-patient care facility; or
 - 5) the testing for, monitoring of, clean up, removal, containment or treatment of asbestos.
- c. The most we will pay for Emergency Vacating Expenses in any one occurrence under this Extension is \$10,000.

2. Drug Spoilage

You may extend the insurance provided by this endorsement to apply to loss or damage from spoilage of drugs and other supplies which you use in your business as a Resident Health Care Facility due to contamination from a refrigerant or the failure of the refrigeration equipment at any premises insured under Part I of your policy from:

- a. lack of electric power;
- b. mechanical breakdown of the refrigeration equipment;
- c. burning out of motors or electrical equipment which is part of or services the refrigeration equipment; or
- d. the functioning of fusing or circuit breakers.

However, we do not cover loss or damage from:

- i. disconnection of the refrigeration equipment from its source of electric power; or
- ii. the turning off or throwing of a switch or other device controlling electric power on the premises of the refrigeration equipment.

No Part II exclusions apply to this coverage except for those contained within the General Provisions, Exclusions, and Definitions Section.

The most we will pay for drug spoilage in any one occurrence under this Extension is \$10,000.

All other terms and conditions remain unchanged.

**PART VI
Resident Health Care Facility Crime Endorsement**

This endorsement modifies insurance provided under Part VI. Unless otherwise stated in this endorsement, all the terms and conditions of Part VI apply to the coverages contained in this endorsement.

Residents' Personal Money And Securities

You may extend the insurance provided by this endorsement to apply to loss of money and securities belonging to, and in the care, custody or control of your residents. This Extension applies only while the money and securities are inside a building at a described premises, and only if loss or damage is caused by:

- 1) a peril insured against under Part I of your policy;
- 2) the wrongful or unlawful taking of the money or securities.

"Money" means currency, coins, bank notes, bullion, travellers cheques, registered cheques and money orders which you hold for sale to the public.

"Securities" means negotiable and non-negotiable instruments or contracts which represent money or other property, and includes tokens, tickets, revenue and other stamps, and credit card receipts. "Securities" does not include any property included in the definition of money.

The most we will pay for loss of money and securities in any one occurrence under this Extension is \$5,000. However, we will not pay more than \$300 for loss of money and securities of any one resident. A deductible of \$100 applies to any one occurrence.

In the event of loss under this Extension, the value of your residents' money and securities will be calculated as the smaller of the following:

- 1) the cost to replace the money or securities at the time of loss; or
- 2) the actual cash value of the money or securities at the time of loss.

However, at your option, the cost of replacing securities may be calculated using the market value of the securities at the time the claim is settled.

All other terms and conditions remain unchanged.

PART I

Water Damage Deductible Endorsement

Attached to and forming part of CBC 001. This Endorsement modifies insurance provided under **Part I - Property Insured**.

All the General Provisions, Conditions, Exclusions and Definitions of the Policy apply to this Endorsement except those specifically stated to apply only to other Parts. In addition, this Endorsement is subject to the exclusions, provisions, and conditions of **Part I - Property Insured**.

This Endorsement applies separately to each "scheduled risk location" for which the Water Damage Deductible Endorsement is specified on the "schedule".

If the sequencing of any added clause in this Endorsement is in conflict with the sequencing of the respective clause of form CBC 001 and any endorsements attached thereto, then this Endorsement is changed to the next available sequencing.

1. WATER DAMAGE DEDUCTIBLE

The following is added to **Part I Section 3. DEDUCTIBLE**:

- (f) We are liable for the amount by which the loss or damage caused directly or indirectly by a "water damage peril" exceeds \$10,000, or any other amount of the Water Damage Deductible specified on the "schedule" in any one occurrence. This Deductible clause applies separately to each "scheduled risk location" to which this Endorsement applies.

2. DEFINITIONS

The following definitions are added.

Wherever used in this Endorsement:

- (a) "Water container" means a device or apparatus for use at the "scheduled premises" for containing, heating, chilling, or dispensing water or ice including but not limited to toilets, bidets, faucets, taps, sinks, showers, bathtubs, baptismal tanks, clothes washing machines, dishwashers, refrigerators, and aquariums. "Water container" does not include sewers, drains or watermains located beyond the bearing walls or foundations of the insured property.
- (b) "Water damage peril" means loss or damage caused by:
- (i) the escape of water, ice or steam from a watermain, swimming pool, hot tub, sauna, steam room or equipment attached and located at the "scheduled premises";
 - (ii) the escape of water, ice or steam from within a plumbing, heating, air conditioning or freezer system or "water container" located within the area bounded by the bearing walls and foundations of the building at the "scheduled risk location";
 - (iii) the escape of water from "fire protective equipment" located at the "scheduled risk location";
 - (iv) the escape of water or ice from a "water container" located outside the area bounded by the bearing walls and foundations of the building at the "scheduled premises". However such damage is not covered when the escape of water or ice is caused by freezing;
 - (v) the entrance of water, rain, hail, sleet, ice, frost or snow into the building at the "scheduled risk location" through an aperture created concurrently with and resulting from windstorm or hail;
 - (vi) water, rain, sleet, ice, frost or snow which:
 - (1) enters the building at the "scheduled risk location" through a roof resulting from the infiltration of rain, ice or snow on the roof or eavestrough; or
 - (2) damages insured property located on the "scheduled premises".

"Water damage peril" does not include "sewer back-up" or flood, water or natural precipitation temporarily diffused over the surface of the ground, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water.

All other terms and conditions remain unchanged.

PART III

Voluntary Compensation Benefits

This endorsement modifies insurance under the following:

Part III – Commercial General Liability Form – Coverage A. The following is added to Section I – Coverages.

We agree to pay voluntarily the benefits set out below either to or on behalf of your employee on account of "bodily injury" accidentally suffered by such employee and arising out of and in the course of his employment by you, whether or not such "bodily injury" could give rise in accordance with the Schedule of Benefits to liability imposed by law upon you.

Provided however:

1. if the injured employee or any person claiming by, through or under him refuses to accept the Voluntary Compensation Benefits offered then we are permitted, at any time in its discretion and without notice, to withdraw such offer to pay the benefits, under which circumstances we will no longer be bound by the undertakings expressed in the preceding paragraph.

If any claim or demand is made upon, or any suit instituted against you for damages for such injuries, each claim, demand or suit is considered a refusal to accept such Voluntary Compensation benefits and such refusal shall abrogate in its entirety our agreement to pay such Voluntary Compensation benefits. In such event our obligation as expressed in the other parts of the Form are available to you and remains our obligation as fully and completely as if this endorsement had not been written.

2. the benefits contained are not payable unless at the time of the accident the employee was engaged in duties coming within the scope of the classification of operations specified in the description of operations forming part of the Policy.
3. a full legal release of all claims of such employee or any persons claiming by, through or under him, against you is executed and delivered and that any rights of such employee or person against anyone other than you be subrogated and assigned in full (excluding all services available under any Hospital Insurance Act) to us.
4. we are in no event liable for any claims arising from hernia, however caused.

Before we pay benefits to the persons entitled the them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.

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 two hundred and fifty dollars (\$250.00) 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 we will pay:

1. to the dependants of the employee who are wholly dependent upon him, 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.
2. the actual funeral expenses not exceeding, however, the sum of one thousand dollars (\$1000.00).

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 him from performing any and every duty pertaining to any occupation or employment, we 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 shall be payable for 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 is deemed to be permanently and totally disabled and prevented from performing any and every duty pertaining to any occupation or employment, by medical evidence satisfactory to us, we 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" within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed in the "Schedule of Incapacities" we will pay weekly indemnity for the number of weeks shown opposite the incapacity in the 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.

SCHEDULE OF INCAPACITIES

LOSS OR TOTAL IRRECOVERABLE LOSS OF USE OF	NO. OF WEEKS
Arm, at or above elbow	100
Arm, below elbow or hand, at wrist.....	80
* Thumb;	
(a) at or above the second phalangeal joint.....	25
(b) below the second phalangeal joint, involving a portion of the second phalange	18
* Index finger;	
(a) at or above the second phalangeal joint.....	25
(b) at or above the third phalangeal joint	18
(c) below the third phalangeal joint, involving a portion of the third phalange	12
* Any other finger;	
(a) at or above the second phalangeal joint.....	15
(b) at or above the third phalangeal joint	8
(c) below the third phalangeal joint, involving a portion of the third phalange	5
Both eyes	100
One eye.....	50
Hearing of both ears.....	100
Hearing of one ear	25
Leg, at or above knee.....	100
Leg, below knee or foot at ankle.....	75
* Great toe;	
(a) at or above the second phalangeal joint.....	15
(b) at or above the third phalangeal joint involving a portion of the second phalange.....	8
* Any other toe;	
(a) at or above the second phalangeal joint.....	10
(b) at or above the third phalangeal joint	5
(c) 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 an * the total amount payable under this section shall not exceed eighty (80) times the weekly indemnity.

Section 5. Medical, Surgical, Pharmaceutical and Hospital

EXPENSES

If such "bodily injury" necessitates medical or surgical treatment or confinement to hospital, we will pay in addition to all the other benefits provided by this endorsement:

1. the cost of the necessary medical, surgical, pharmaceutical and hospital services (excluding all services available under any Hospital Insurance Act) incurred during a period not exceeding twenty-six (26) weeks from the date of the accident, in accordance with the scale of charges provided by the Workers' Compensation Act of the Province in which the accident occurred; and in addition:
2. the cost of supplying or the reasonable renewing of prosthetic or orthopaedic appliances for a period not exceeding fifty-two (52) weeks from the date of the accident.

SPECIAL CONDITION

We 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.

PART III

Resident Health Care Facility Extension

This endorsement modifies insurance under the following:

Part III – Commercial General Liability Form – Coverage A

This endorsement expands the Commercial General Liability Insurance in Part III of your Policy to provide Professional Services Liability Coverage.

1. Insuring Agreement

For insurance provided by this endorsement, Coverage A is extended to include coverage for all sums which the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" that arises out of a "medical incident" in the operation of your resident health care facility.

2. Exclusions

a. With respect to coverage provided by this endorsement, Exclusions is amended as follows:

o. Professional Services does not apply.

b. The following Exclusions are added:

This insurance does not apply to:

1. the professional services of any physician in the treatment of a patient;
2. any criminal acts committed by you or anyone else covered under this endorsement.

3. Who is an Insured

WHO IS AN INSURED (SECTION II) is extended to include as insureds your employees, students in training and volunteers while acting within the scope of their employment by you or while performing duties related to the conduct of your business arising out of his or her providing or failing to provide professional health care services included within "medical incident" but excludes physicians

4. Limits Of Insurance

All related "medical incidents" arising out of providing or failure to provide professional health care services to any one person shall be considered one "occurrence".

5. Definitions

"Medical incident" means any act or omission:

In the providing of or failure to provide professional health care services to your patients, including:

1. The providing or dispensing of food, beverages, medications or medical supplies or appliances in connection with such services; and
2. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

6. Other Insurance

The following is added to the Other Insurance Provision found in the section headed Commercial General Liability Conditions in Part III of your Policy.

If a professional employee or student in training has other insurance covering his or her professional liability, then this insurance shall be excess over and above that other insurance, whether collectible or not.

PART III
Abuse Limitation Endorsement

This endorsement modifies insurance under the following:

Part III – Commercial General Liability Form – Coverage A and B.

The following is added to Item 2 – Exclusions.

1. This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” sustained by any person arising out of or resulting from:
 - a) Claims or “actions” alleging actual or threatened “abuse” by or at the direction of an insured, including the transmission of disease arising out of any act of “abuse”.
 - b) Claims or “actions” alleging knowledge by an insured of, or failure to report, actual or threatened “abuse” to the appropriate authority(ies).

2. Section III - Limit of Insurance

The following Limit of Insurance applies to all claims or “actions” containing any allegation of actual or threatened “abuse”:

Limit of Insurance \$1,000,000 Each Occurrence or any other amount stated in the Schedule of Part III for this endorsement.
 \$1,000,000 Aggregate Limit or any other amount stated in the Schedule of Part III for this endorsement.

The Each Occurrence Limit of Insurance is the most we will pay for the sum of damages because of “bodily injury”, “property damage” or “personal and advertising injury” arising out of or resulting from actual or threatened “abuse” alleged in a claim or “action”.

The Aggregate Limit of Insurance is the most we will pay for the sum of all damages because of “bodily injury”, “property damage” or “personal and advertising injury” arising out of or resulting from actual or threatened “abuse” alleged in all claims or “actions” in one policy period.

This Limit of Insurance is included in, and is not in addition to, the Limits of Insurance described on the Schedule of Part III and Section III - Limits of Insurance under the Commercial General Liability Form.

Except in the Province of Québec, the Limit of Insurance is the most we will pay for the sum of all damages and payments we make under Supplementary Payments - Coverages A, B and D in Section I of the Commercial General Liability Form because of any claim or “action” which alleges actual or threatened “abuse”.

In the Province of Québec, the Limit of Insurance is the most we will pay for the sum of all damages because of any claim or “action” which alleges actual or threatened “abuse”.

3. Section I - Supplementary Payments - Coverages A, B and D

Except in the Province of Québec, the payments we make under Supplementary Payments - Coverages A, B and D in Section I of the Commercial General Liability Form will reduce the Limit of Insurance.

4. Deductible

A deductible amount of \$10,000 or any other amount stated in the Schedule of Part III for this endorsement will be paid by the insured and will be applicable to each claim or “action” containing allegations of actual or threatened “abuse”. The insurer is liable only for the amount by which the Supplementary Payments and legal liability of the insured relating to such claim or “action” exceeds the deductible amount stated in the Schedule of Part III in any one “occurrence”.

5. Section V - Definitions

“Abuse” means any act or threat involving molestation, harassment, corporal punishment or any other form of physical sexual or mental abuse.

PART VIII
Non-Profit Organization Liability Insurance Policy

THIS IS A CLAIMS MADE AND REPORTED POLICY – PLEASE READ IT CAREFULLY

IN CONSIDERATION OF the payment of the premium and in reliance upon all statements made and information furnished to Northbridge General Insurance Corporation (hereinafter called the "Insurer") including the statements made in the Application Form, if applicable, and subject to all the terms, conditions and limitations of this Policy.

This Policy provides claims made coverage. This Policy covers only "claims" first made against the "insured" and reported to the Insurer during the "policy period" or the Extended Reporting Period, if exercised.

Throughout this Policy, words and phrases that appear in quotation marks have special meaning. Refer to Section II – Definitions. These Definitions apply to the singular and the plural of these terms as circumstances and context require.

SECTION I – INSURING AGREEMENTS

COVERAGE A: INSURED PERSONS

The Insurer shall pay on behalf of the "insured persons" all "loss" which the "insured persons" become legally obligated to pay as a result of a "claim" first made against the "insured persons" during the "policy period" for a "wrongful act", and for which the "organization" is unable to indemnify the "insured persons" by law or by reason of its "financial impairment".

COVERAGE B: ORGANIZATION

The Insurer shall pay on behalf of the "organization":

- (i) all "loss" which the "insured persons" shall become legally obligated to pay as a result of a "claim" first made against the "insured persons" during the "policy period" for a "wrongful act", and for which the "organization" grants indemnification to the "insured persons" as permitted or required by law; and
- (ii) all "loss" which the "organization" shall become legally obligated to pay as a result of a "claim" first made against the "organization" during the "policy period" for a "wrongful act".

COVERAGE C: OUTSIDE DIRECTORSHIP LIABILITY

The Insurer shall pay on behalf of the "insured persons" all "loss" which the "insured persons" shall become legally obligated to pay as a result of a "claim" first made against the "insured persons" for an "outside directors' wrongful act" during the "policy period", and for which the "not-for-profit entity" is unable to indemnify the "insured persons" by law or by reason of its "financial impairment".

If insurance under Coverage C and any other similar coverage form or policy issued to any "insured" by the Insurer applies to the same "claim", the aggregate maximum limit of insurance under all coverage forms or policies shall not exceed the highest limit of insurance under any one applicable coverage form or policy.

SECTION II – DEFINITIONS

- (1) "bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- (2) "claim" means any:
 - (i) demand which seeks monetary damages or other relief;
 - (ii) civil proceeding commenced by the service of a notice of action, statement of claim or similar proceeding (including any arbitration, mediation, or similar alternative dispute resolution proceeding arising therefrom);
 - (iii) formal administrative or regulatory commission, inquiry, investigation, proceeding or tribunal, including but not limited to:
 - (a) any Human Rights Tribunal or any similar federal, provincial, territorial, state or local governmental body with jurisdiction over any "wrongful employment practice"; or
 - (b) any summons to appear before a committee formed by a provincial regulatory college or society established under a provincial act regulating a profession, against any "insured" for a "wrongful act", including any appeal therefrom; or
 - (iv) criminal or penal proceeding commenced by the laying of an information or similar proceeding against any "insured person" for a "wrongful act".
- (3) "defence costs" means that part of "loss" consisting of reasonable costs, charges, fees and expenses, including but not limited to lawyers' fees, experts' fees and extradition proceeding costs incurred solely in defending or investigating "claims" and the premium for appeal, attachment or similar bonds. "Defence costs" does not include regular or overtime wages, salaries or fees, of any "insured".
- (4) "financial impairment" means the financial position of the "organization" as a debtor and without limiting the generality of the foregoing, shall occur when: (i) any receiver, conservator, liquidator, trustee, sequestrator or similar official has been appointed by a provincial, state, or federal court, agency or official or by a creditor to take control of, supervise, manage or liquidate the "organization"; (ii) a reorganization proceeding relating to the "organization" has been brought in Canada under the Companies' Creditors Arrangement Act, R.S.C. 1985, c.C-36, or similar provincial, federal or state legislation; or (iii) the "organization" becomes a debtor in possession under Chapter 11 of the United States Bankruptcy Code.
- (5) "fissionable substance" – see General Definitions applicable to All Parts.
- (6) "fungi" – see General Definitions applicable to All Parts.

- (7) "insured" means:
- (i) the "organization"; and
 - (ii) the "insured persons".
- (8) "insured persons" means any past, present or future:
- (i) director or officer of the "organization", including any honorary chairman, advisory board member, committee member, trustee and all persons serving in a functionally equivalent role for the "organization"; or
 - (ii) employee or volunteer of the "organization",
- including their estates, heirs, legal representatives or assigns in the event of their death, incapacity, bankruptcy or insolvency.
- (9) "interrelated wrongful acts" means "wrongful acts" that arise out of, are based on, relate to or are in consequence of the same or related facts, circumstances, situations, transactions or events, or related series of facts, circumstances, situations, transactions or events.
- (10) "loss" means all sums which the "insured" becomes legally obligated to pay as a result of a "claim" alleging a "wrongful act" for which coverage applies under this Policy, including but not limited to:
- (i) statutory liabilities, judgments, settlements, compensatory damages;
 - (ii) "defence costs"; or
 - (iii) punitive and exemplary damages awarded in Canada, if insurable by law pursuant to which this Policy shall be construed.
- "Loss" shall not include:
- (a) civil or criminal fines or penalties imposed by any provision of law, statute, rule or regulation to which the "insured" may be subject;
 - (b) multiple damages;
 - (c) severance or termination pay, including damages for lack of notice, or allowances required to be paid by statute, or required under the terms of an employment contract or a collective agreement;
 - (d) compensation earned by any claimant in the course of employment but not paid by the "organization", including any unpaid salary, wages, bonuses or benefit expenses; or
 - (e) matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- (11) "not-for-profit entity" means any non-profit corporation or non-profit organization or charity, which is not an "organization", that is exempt from tax under Part I of the Income Tax Act, R.S.C. 1985 (5th Supp.), sections 149 and 149.1, as amended, where the "organization" expressly authorizes any "insured person" to serve as a director, officer, governor, trustee or committee member of the "not-for-profit entity".
- (12) "nuclear energy hazard" – see General Definitions applicable to All Parts.
- (13) "nuclear facility" – see General Definitions applicable to All Parts.
- (14) "organization" means the "parent organization" and its "subsidiaries".
- (15) "outside directors' wrongful act" means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by any "insured person", individually or collectively, in the discharge of their legal duties solely in their capacity as director, officer, governor, trustee or committee member of any "not-for-profit entity", or any other matter claimed against them solely by reason of their being director, officer, governor, trustee or committee member of any "not-for-profit entity".
- (16) "parent organization" means the organization named on the Declaration Page.
- (17) "policy period" means the period of time specified in the Declarations. If the Extended Reporting Period is elected in accordance with Section III(B), then such period shall be part of and not in addition to the last "policy period".
- (18) "pollutants" means any substance, including, but not limited to, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. "Pollutants" shall also mean any other air emission, odour, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, lead or lead products, mould of any type, electric or magnetic or electromagnetic field and noise. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.
- (19) "property damage" means:
- (i) physical injury to tangible property, including all resulting loss of use of that property; or
 - (ii) loss of use of tangible property that is not physically injured.
- (20) "radioactive material" – see General Definitions applicable to All Parts.
- (21) "spores" – see General Definitions applicable to All Parts.
- (22) "subsidiary" means:
- (i) any not-for-profit entity which, prior to or at the effective date of this Policy, the "parent organization" had or has the ability to control or direct such not-for-profit entity's managerial decisions;

- (ii) any not-for-profit entity which is acquired or created subsequent to the effective date of this Policy in which the ability to control or direct such not-for-profit entity's managerial decisions, is owned by the "parent organization", either directly or through one or more "subsidiaries", subject to the provisions of Section VIII(C).
- (23) "terrorism" – see General Definitions applicable to All Parts.
- (24) "wrongful act" means any:
 - (i) actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by the "insured" in the discharge of their legal duties solely in their capacity with the "organization", or any other matter claimed against them solely by reason of their being an "insured" of the "organization";
 - (ii) "outside directors' wrongful act"; or
 - (iii) "wrongful employment practice".
- (25) "wrongful employment practice" means, but is not limited to, any actual or alleged:
 - (i) wrongful dismissal, discharge or termination of employment, either actual or constructive, including breach of any written, oral or implied contract of employment;
 - (ii) harassment, including but not limited to, sexual harassment;
 - (iii) discrimination;
 - (iv) employment-related misrepresentation;
 - (v) employment-related libel, slander, humiliation, defamation or invasion of privacy;
 - (vi) wrongful failure to employ or promote;
 - (vii) wrongful deprivation of career opportunity, wrongful demotion or negligent employee evaluation;
 - (viii) wrongful discipline;
 - (ix) retaliation;
 - (x) violation of any whistleblower protection under any Canadian or U.S. federal, provincial, state or local statutory, civil or common law; or
 - (xi) failure to provide or enforce adequate or consistent corporate policies and procedures designed to prevent, halt or punish the conduct in (i) through (x) above.

SECTION III – EXTENSIONS

- (A) **Family Member Clause:** This Policy shall cover "loss" arising from any "claim" made against any family member, including but not limited to the lawful spouse, of any "insured persons" for "claims" arising solely out of his or her capacity as the family member of any "insured person", including such "claims" that seek damages recoverable from marital community property, property jointly held by the "insured person" and the family member, or property transferred from the "insured person" to the family member; provided, however, that this extension shall not afford coverage for any "claim" for any actual or alleged act, error, omission, misstatement, misleading statement or negligence of the family member and that this Policy shall apply only to actual or alleged "wrongful acts" of any "insured persons", subject to the terms and conditions of this Policy.
- (B) **Extended Reporting Period:** In the case this Policy is cancelled or non-renewed, for reasons other than the "insured's" non-payment of premium, the "parent organization" thereof shall have a right to an Extended Reporting Period as follows:
 - (i) **Automatic Extended Reporting Period:**
 - (a) The "insured" shall have a right to an extension of the coverage granted by this Policy for a period of sixty (60) days following the effective date of cancellation or non-renewal; or
 - (b) The "insured persons" shall have a right to an extension of the coverage granted by this Policy for a period of twelve (12) months if such cancellation or non-renewal was the direct result of the "organization's" "financial impairment", but only with respect to any "wrongful act" committed prior to the effective date of such cancellation or non-renewal.
 - (ii) **Optional Extended Reporting Period:**

The "insured" shall have a right, upon payment of an additional premium of 50% of the last annual premium, to an extension of the coverage granted by this Policy for a period of twelve (12) months after the effective date of such cancellation or non-renewal, but only with respect to any "wrongful act" committed prior to the effective date of such cancellation or non-renewal.

There shall be no right to an Optional Extended Reporting Period unless a written request for this extension, together with payment of the additional premium, is received by the Insurer within thirty (30) days after the effective date of such cancellation or non-renewal of the Policy.

The Optional Extended Reporting Period, if it becomes effective, shall run concurrently with the Automatic Extended Reporting Period.

The additional premium for the Optional Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. The Extended Reporting Period, once effected, is not cancellable.

The Policy Aggregate Limit of Liability for any Extended Reporting Period will be part of and not in addition to the Policy Aggregate Limit of Liability for the "policy period".

SECTION IV – EXCLUSIONS

This Policy does not apply to any "claim"

- (1) based upon, arising out of or attributable to any "insured persons" gaining any personal profit or advantage or remuneration to which they were not legally entitled, if:
 - (i) a judgement or other final adjudication determines that the "insured persons" were not legally entitled to such personal profit or advantage or remuneration; or
 - (ii) the "insured persons" enters into a settlement agreement to repay such personal profit or advantage or remuneration to the "organization";
- (2) based upon, arising out of or attributable to the committing of any fraudulent, dishonest, or criminal act by the "insured" if a judgement or other final adjudication establishes that such "insured" committed such fraudulent, dishonest or criminal act;
- (3) for "bodily injury" or "property damage", however, this exclusion does not apply to "bodily injury" caused by any "wrongful employment practice";
- (4) based upon, arising out of or attributable to any litigation or proceeding commenced prior to, or which were pending as of, the inception date of the first policy purchased by the "organization" providing coverage of a similar nature to this Policy and which has continued through renewal or reinstatement on an uninterrupted basis since its inception, or which arise from matters substantially the same as alleged or established in such litigation or proceeding;
- (5) based upon, arising out of or attributable to any fact, circumstance or situation which could reasonably be expected to give rise to a "claim", but only if any "insured persons", as of the inception date of the first policy purchased by the "organization" providing coverage of a similar nature to this Policy and which has continued through renewal or reinstatement on an uninterrupted basis since its inception, knew or could have reasonably foreseen that such fact, circumstance or situation could give rise to a "claim";
- (6) based upon, arising out of or attributable to any fact, circumstance or situation which has been the subject of any notice given under any policy, the term of which policy has expired before or on the inception date of this Policy;
- (7) based upon, arising out of or attributable to any pension, profit-sharing or employee benefit program established in whole or in part for the benefit of any "insured persons" of the "organization", or based upon, arising out of or in any way involving the Pension Benefits Standards Act, R.S.C. 1985, c. 32 (2nd Supp.), or the Ontario Pension Benefits Act, R.S.O. 1990, c. P.8, or any other provincial benefits legislation, or the Employee Retirement Income Security Act of 1974 of the United States of America and amendments thereto (or any regulations promulgated thereunder) or similar provisions of any Canadian or U.S. federal, provincial, state or local statutory, civil or common law;
- (8) alleging, based upon, arising out of or attributable to any "wrongful act" of a "subsidiary" occurring prior to the date such "subsidiary" was acquired or created by the "organization";
- (9) based upon, arising out of or attributable to their service as a director, trustee, officer, or employee of any entity other than the "organization", even if directed or requested by the "organization" to serve as director, trustee, officer, or employee of such other entity, other than a "not-for-profit entity";
- (10) made against the "organization" for liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "organization" under any such contract or agreement. However, this exclusion shall not apply to any "wrongful employment practice";
- (11) for that part of "loss" that constitute the cost of complying with any order for, grant of or agreement to provide injunctive or non-monetary relief, including the cost of:
 - (i) instituting or conducting any corporate policy, procedure, program or training;
 - (ii) making physical changes, modifications, alterations or improvements to accommodate any disabled person; or
 - (iii) employment reinstatement or continued employment;

provided that this exclusion shall not apply to "defence costs";
- (12) based upon, arising out of or attributable to:
 - (i) the actual, alleged or threatened discharge, release, escape or disposal of "pollutants";
 - (ii) any direction or request that the "organization" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants", or any voluntary decision to do so; or
 - (iii) any "claim" for financial loss to the "organization", brought by its security holders or its creditors based upon, arising from, or in consequence of the matters described in (i) and (ii) of this exclusion.

However, this exclusion shall not apply to the "defence costs" incurred in defending the "insured person" arising from a "claim" covered under Section I, Coverage A, and where such "claim" is brought, commenced and conducted within the territorial limits and jurisdiction of Canada;
- (13) based upon or arising out of or attributable to:
 - (i) liability imposed by any nuclear liability act, law or statute, or any law amendatory;
 - (ii) a "claim" for loss 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

- (iii) a "claim" for "loss" which results directly or indirectly from the "nuclear energy hazard" arising from:
 - (a) the ownership, maintenance, operation or use of any "nuclear facility" by or on behalf of the "organization";
 - (b) the furnishing by the "organization" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or
 - (c) the possession, consumption, use, handling, disposal or transportation of "fissionable substances", or other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by any "insured";
- (14) based upon or arising out of or attributable to any "loss" caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss";
- (15) based upon or arising out of or attributable to any "loss" caused directly or indirectly, in whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power; or
- (16) based upon or arising out of or attributable to any "loss" caused directly or indirectly, in whole or in part, by any "fungi" or "spores", including the cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

SEVERABILITY OF EXCLUSIONS: With respect to the exclusions of this Policy, no fact pertaining to or knowledge or information possessed by any "insured persons" shall be imputed to any other "insured persons" to determine if coverage is available. Only facts pertaining to or knowledge possessed by any director, trustee or officer of the "organization" shall be imputed to the "organization" for purposes of applying any exclusions of this Policy.

SECTION V – LIMIT OF LIABILITY, RETENTION, DEFENCE COSTS AND PRIORITY OF PAYMENTS

- (A) The Limit of Liability shown in the Declarations is the maximum aggregate liability of the Insurer for all "loss", with respect to all "claims" first made against the "insured" during the "policy period".

The Limit of Liability of this Policy applies separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.
- (B) "Claims" based on or arising out of the same "wrongful act" or "interrelated wrongful acts" of one or more of the "insured", shall be considered a single "claim".
- (C) The Insurer shall only be liable for the amount of "loss" arising from a "claim" which is in excess of the Retention shown in the Declarations. Such Retention, which shall be borne by the "insured" and remain uninsured, is not applicable to Coverage A, Coverage C or "defence costs".
- (D) "Defence costs" are not inclusive of and are in addition to the Limit of Liability shown in the Declarations of this Policy. The payment by the Insurer of "defence costs" will not reduce the Limit of Liability.
- (E) All obligations of the Insurer arising from this Policy shall terminate if the Limit of Liability set shown in the Declarations is exhausted by the settlement or satisfaction of any "claim", or aggregation of "claims" payable under this Policy for which notice has been given during the "policy period".
- (F) If "loss" payable under Coverage A and one or more of the other Insuring Agreements is incurred concurrently, the Insurer shall first pay "loss" payable under Coverage A. The "organization" may elect through its "insured persons", as defined in Section II(8)(i), to decline or defer payment under Coverage B. The Insurer shall have no obligation to pay "loss" after exhaustion of the Limit of Liability regardless of whether the "organization" has declined or deferred payment.

SECTION VI – DEFENCE, SETTLEMENT AND ALLOCATION

- (A) The Insurer shall have the right and the duty to defend, including the right to select legal counsel, with respect to such insurance as is afforded by this Policy, any "claim" made against the "insured".

The Insurer shall have the right to make such investigation of any "claim" as it deems expedient, and the "insured" agrees: (i) to provide the Insurer with all information, documentation, assistance and cooperation which the Insurer reasonably requests; (ii) that the Insurer shall have the right to examine under oath any "insured persons" at any time following the furnishing of notice as provided in Sections VII(A) and VII(B); and (iii) that the "insured" will do nothing that may prejudice the Insurer's position or its potential or actual rights of recovery.
- (B) The "insured" agrees not to settle any "claim", incur any "defence costs" or otherwise assume any contractual obligation or admit any liability with respect to any "claim", without the Insurer's written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement, "defence costs", assumed obligation or admission to which it has not consented. The Insurer may make any settlement of any "claim" it deems expedient with respect to the "insured" subject to their written consent.
- (C) With respect to any "claim" made against the "insured" involving both covered and uncovered allegations, the "insured" and the Insurer agree to allocate the amount of "loss" as follows:
 - (i) The Insurer shall pay 100% of "defence costs" in relation to such "loss" unless a court of competent jurisdiction determines that the Insurer shall pay a different percentage or the "insured" and Insurer mutually agree upon a different percentage. Such

allocation of "defence costs" shall be final and binding and shall not apply to or create any presumption regarding the allocation of any other "loss"; and

- (ii) With respect to "loss", other than "defence costs" as described in (i) hereinabove, the "insured" and the Insurer shall use their best efforts to agree upon a fair and proper allocation of the amount of such "loss", taking into account the relative legal exposure, relative risk and relative benefit to the parties.

In the event that the "insured" and the Insurer cannot agree on an appropriate allocation, the parties agree to submit the dispute to binding arbitration in accordance with the arbitration legislation of the province set forth in Item 1 of the Declarations.

SECTION VII - NOTICE OF CLAIM

- (A) The "insured" shall, as a condition precedent to its rights under this Policy, give to the Insurer written notice of any "claim", as soon as practicable but in no event later than sixty (60) days after the expiration date of the "policy period". If a "claim" was first made against the "insured" within the last thirty (30) days of the expiration of this Policy, the "insured" are permitted, as a condition precedent to their right to payment under this Policy, to provide written notice of such "claim" within ninety (90) days after the end of the "policy period".

A "claim" shall be deemed made against the "insured" solely when the General Counsel, Human Resources Director, Risk Manager or a person in a like or similar position or any of the "insured persons" as defined in Section II(8)(i) first become aware of such "claim".

- (B) If, during the "policy period", the "insured":

- (i) receives written or oral advice from any party that it is the intention of such party to hold the "insured" responsible for a "wrongful act"; or
- (ii) becomes aware of any fact or circumstance which could reasonably be expected to give rise to a "claim" being made against the "insured" for a "wrongful act",

the "insured" shall, during such period, give written notice thereof to the Insurer as soon as practicable and prior to the date of termination of the Policy with full particulars as to dates, events, persons and entities involved, then any "claim" which may subsequently be made against the "insured" arising out of such "wrongful act" shall, for the purpose of this Policy, be treated as a "claim" made during the "policy period" in which such notice was given.

- (C) Any notice shall be deemed to have been given and received on the day and at the time it is so received by the Insurer.

SECTION VIII - GENERAL CONDITIONS

- (A) **Warranty and Severability Clause:** It is warranted by the "insured" that the particulars, statements and declarations contained in the written Application Form, if applicable, a copy of which is deemed attached hereto, are the basis of this Policy and are to be considered as incorporated in, and constituting part of, this Policy. With respect to the particulars and statements contained in the written Application Form, if applicable, and the exclusions set forth herein, this Policy shall be construed as a separate agreement with each "insured". Nothing in this paragraph shall be construed to increase the Insurer's maximum liability as set forth in Section V of this Policy.

- (B) **Non-Rescindable Clause:** Under no circumstances shall this Policy or the coverage provided by this Policy be deemed void, whether by rescission or otherwise, but such coverage will be subject to all other terms, conditions and exclusions of this Policy.

- (C) **Adjustment Clause:**

- (i) In the event the "organization" acquires or creates a "subsidiary", subsequent to the effective date of this Policy, coverage under this Policy shall automatically extend to the "subsidiary" and the "insured persons" of such "subsidiary", but only with respect to "wrongful acts" committed or alleged to have been committed after said date of acquisition or creation.
- (ii) In the event any "subsidiary" ceases to be a "subsidiary" after the inception date of this Policy or of any policy issued by the Insurer of which this Policy is a renewal or replacement, this Policy, subject to its terms and conditions, shall continue to apply to all persons who were "insured persons" of such "subsidiary" with respect to "claims" first made during the "policy period" against such "insured persons" for "wrongful acts" committed or allegedly committed prior to the date it ceased to be a "subsidiary". There shall be no coverage for "claims" made against the "insured persons" of such "subsidiary" based on "wrongful acts" committed or allegedly committed after such "subsidiary" ceased to be a "subsidiary".

- (D) **Organizational Changes:**

If during the "policy period":

- (i) the "parent organization" amalgamates, merges or consolidates with another entity;
- (ii) another entity or person or group of entities and/or persons acting in concert acquires the ability to control or direct such "parent organization's" managerial decisions; or
- (iii) upon the "financial impairment" of the "parent organization",

then coverage under this Policy shall continue until termination of the "policy period", but only with respect to "claims" for "wrongful acts" committed, attempted, or allegedly committed or attempted, by the "insured" prior to such event. The "parent organization" shall give written notice to the Insurer of any event outlined in items (i), (ii) or (iii) above, as soon as practicable, together with such information as the Insurer may require. The full annual premium for the "policy period" shall be deemed fully earned immediately upon the occurrence of any such event, regardless if this Policy is subsequently cancelled.

- (E) **Action Against Insurer:** No action shall be taken against the Insurer unless, as a condition precedent thereto, there shall have been full compliance by the "insured" with all the terms and conditions of this Policy.

No suit or action by the "insured", or by any other person claiming through the "insured", or on their behalf, shall lie against the Insurer unless such suit or action is brought in a court of competent jurisdiction within Canada.

No person or organization shall have any right under this Policy to join the Insurer as a party to any action against the "insured" to determine the liability of the "insured", nor shall the Insurer be impleaded by the "insured" or their legal representative. Bankruptcy or insolvency of any of any "insured", or of their estates, shall not relieve the Insurer of any of its obligations hereunder.

(F) Other Insurance: If other valid insurance exists protecting the "insured" from a "claim", whether such other insurance incepted prior to or subsequent to this Policy and regardless by whomsoever effected, this Policy shall not apply in respect of such "claim". However, if the limits of such other policy(ies) are exhausted by reason of "loss" payment, this Policy shall provide excess coverage in accordance with its terms and conditions against said "claim". In no event shall this Policy be construed to contribute rateably with any such other policy(ies) of insurance.

Notwithstanding the foregoing paragraph, payment of "loss", other than "defence costs", under Section I, Coverage C, shall be reduced by the amount of the Limit of Liability of any other similar insurance policy provided by the Insurer to such "not-for-profit entity".

(G) Subrogation: In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the rights of the "insured", including all rights of recovery, and the "insured" shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Insurer effectively to bring suit in the name of the "insured". In no event, however, shall the Insurer exercise its rights of subrogation against the "insured" unless the "insured" was convicted of a criminal act, or been judicially determined to have committed a fraudulent act, or obtained any profit or advantage to which the "insured" was not legally entitled.

(H) Termination of Policy: This Policy shall terminate at the earliest of the following times:

- (i) upon the receipt by the Insurer of a written notice of cancellation from the "parent organization";
- (ii) upon expiration of the "policy period";
- (iii) fifteen (15) days after the receipt by the "parent organization" of the Insurer's notice of cancellation due to non-payment of premium.

If the Policy is terminated in accordance with item (i) above, the Insurer shall refund to the "parent organization" the unearned premium computed according to the Short Rate Cancellation Table. If the Policy is terminated in accordance with item (iii) above, the refund shall be computed pro rata.

Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

(I) Notice of Non-Renewal: In the event the Insurer elects not to offer any renewal terms for this Policy, the Insurer shall provide the "parent organization" with no less than one-hundred and twenty (120) days advance notice.

(J) Valuation and Currency: Except as otherwise provided in the Policy, all premiums, limits, Retentions, "loss" and any other amounts under this Policy are expressed and payable in the currency of Canada.

(K) Coverage Territory: The insurance afforded under this Policy applies worldwide.

(L) Waiver of Stay of Proceedings: In the event the "organization" becomes insolvent by reason of its "financial impairment", the "insured" waives any stay of proceedings afforded by reason of their "financial impairment" and agrees not to oppose or object to any efforts by the Insurer or any "insured" to be reimbursed for "defence costs" in the event of a "claim".

SECTION IX- AUTHORIZATION CLAUSE

By acceptance of this Policy, the "insured" agrees that the "parent organization" first named in the Declarations will act on behalf of all "insureds" with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receiving of any return premiums that may become due under this Policy, and the negotiation, agreement to and acceptance of any endorsement.

IN WITNESS WHEREOF, THE INSURER HAS CAUSED THIS POLICY TO BE EXECUTED ON THE DECLARATIONS PAGE

PART V

Follow Form - Employee Benefit Liability

This endorsement modifies insurance under:

Part V -- Umbrella Liability Form

This insurance is extended to cover liability arising out of any negligent act, error or omission by you in the administration of "Employee Benefit Programs", but only to the extent that valid "underlying insurance" for "Employee Benefit Programs" exists or would have existed but for the exhaustion of the underlying limits.

Coverage provided will follow the provisions, exclusions, and limitations of the "underlying insurance" unless otherwise directed by this insurance.

"Employee Benefit Programs" shall mean group life insurance, group health insurance, profit sharing plans, pension plans, employee investment subscription plans, workers compensation, unemployment insurance, social security, disability benefits insurance and travel, savings or vacation plans.

PART V**Exclusion - Abuse Endorsement**

This endorsement modifies insurance under:

Part V – Umbrella Liability Form

1. This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” sustained by any person arising out of or resulting from:
 - a) Claims or “actions” arising directly or indirectly from “abuse” committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of “abuse”.
 - b) Claims or “actions” based on your practices of employee hiring, acceptance of “volunteer workers” or supervision or retention of any person alleged to have committed “abuse”.
 - c) Claims or “actions” alleging knowledge by an insured of, or failure to report, the alleged “abuse” to the appropriate authority(ies).
2. “Abuse” means any act or threat involving molestation, harassment, corporal punishment or any other form of physical sexual or mental abuse.

PART IX

Contractors Equipment Form (All Risks)

This form is subject to the Statutory Conditions and the General Provisions, Conditions, Exclusions and Definitions applicable to Part IX – Inland Marine.

Section

1. Indemnity Agreement

In the event that any of the insured property is lost or damaged during the Policy Period by an insured peril, we will indemnify you against direct loss or damage subject to the terms and conditions of this form.

2. Insured Property

This form insures "contractors equipment" which is:

- (a) your property;
 - (b) leased from the lessor if you as lessee are required to provide insurance under a written lease agreement;
 - (c) the property of others of a similar nature in your custody or control and for which you are legally liable;
- anywhere within the limits of Canada and the continental United States, unless the property is excluded or subject to limitations.

3. Limit Of Liability

- 1) Our limit of liability in any one loss either in case of partial or total loss or salvage or other charges or expenses or all combined will not exceed whichever is the least of:
 - (a) the "actual cash value" of the property at the time and location of loss or damage, except as provided under Section 8. Extensions of Coverage (h) Replacement Cost;
 - (b) the cost to repair or replace the property at the time of loss or damage with property of like kind and quality;
 - (c) your interest in the property;
 - (d) the Limit of Liability shown in the Part IX Coverage Schedule for Contractors Equipment.
- 2) If a Catastrophe Limit of Liability is shown in the Part IX Coverage Schedule for Contractors Equipment, the most we will pay for all loss in any one occurrence is:
 - (a) the Limit of Liability shown in the Part IX Coverage Schedule for Contractors Equipment; or
 - (b) the Catastrophe Limit of Liabilitywhichever is less.

4. Co-Insurance Clause

This clause applies separately to each item shown in the Part IX Coverage Schedule for Contractors Equipment.

You will maintain insurance concurrent with this form on the insured property to the extent of at least the amount produced by multiplying the "value" of the property by 90% and, failing to do so, will only be entitled to recover that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

This clause applies only where the total loss exceeds the lesser of 5% of the applicable amount of insurance or \$10,000.

5. Deductible

This clause applies separately to each item shown in the Part IX Coverage Schedule for Contractors Equipment.

We are liable for the amount by which the loss or damage caused by an insured peril exceeds \$1,000, or any other dollar or percent amount shown as the deductible in the Part IX Coverage Schedule for Contractors Equipment in any one occurrence. If a percentage deductible is specified, the amount of the deductible will be that percentage of the amount of insurance as specified in the Part IX Coverage Schedule for Contractors Equipment. If both a percentage deductible and dollar deductible are shown in the Part IX Coverage Schedule for Contractors Equipment, the higher deductible will apply.

6. Insured Perils

This form, except as otherwise provided, insures against all risks of direct physical loss of or damage to insured property.

7. Exclusions

A. Excluded Property

This form does not insure loss of or damage to:

- (a) property while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of the property insured. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion.
- (b) "data";

- (c) property while waterborne; except while being transported on any regular ferry or in or on railway cars or transfers in connection therewith, however this form insures against direct physical loss of or damage to the property insured caused by fire or the stranding, sinking, or collision of the vessel, including general average and salvage charges;
- (d) property while airborne, unless specifically endorsed;
- (e) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
- (f) automobiles (except "contractors equipment" as shown in the Part IX Coverage Schedule for Contractors Equipment), aircraft, watercraft, motorcycles or similar conveyances;
- (g) money, notes, securities, accounts, bills, evidences of debt or valuable papers;
- (h) plans, blueprints, designs or specifications;
- (i) personal belongings or personal effects;
- (j) property while located underground, in caissons, under water or on offshore rigs;
- (k) tires or tubes mounted on "contractors equipment" as shown in the Part IX Coverage Schedule for Contractors Equipment. This exclusion does not apply to loss or damage caused by fire, windstorm, theft or attempt thereat, vandalism or is coincident with other loss or damage insured by this form;
- (l) property which has become a permanent part of any structure;
- (m) equipment that is leased or rented to others, except as provided under Section 8. Extensions of Coverage (g) Equipment Leased or Rented to Others.

B. Excluded Perils

This form does not insure against loss or damage caused directly or indirectly by:

- (a) the weight of the load (including the loadblock and any and all rigging) exceeding any or all of:
 - (i) the capacity for which such machine was designed;
 - (ii) any limits set out in the manufacturer's specifications, capacity tables or rating sheets for the particular unit involved;
- (b) operating contrary to any instructions or recommendations set out in the manufacturer's specifications or capacity tables;
- (c) breaking through ice or subsidence of ice; sinking or subsidence in muskeg, swamp or soft soil;
- (d) centrifugal force, mechanical or electrical breakdown or derangement. This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- (e) (i) dampness or dryness of atmosphere;
- (ii) changes in or extremes of temperature, heating or freezing;

This exclusion (e) does not apply to:

- (1) loss or damage caused directly by rupture of pipes or breakage of apparatus not otherwise excluded in this form;
 - (2) loss or damage caused directly by a resultant peril not otherwise excluded in this form;
 - (f) (i) shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish;
 - (ii) contamination;
 - (ii) marring, scratching or crushing;
- This exclusion (f) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- (g) gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, including but not limited to, insects, birds, or rodents. If the gnawing, nesting or infestation, or discharge or release of waste products or secretions results in an insured peril, we will cover the resultant loss or damage.
 - (h) delay, loss of market or loss of use;
 - (i) unauthorized instructions to transfer property to any person or to any place;
 - (j) "data problem". However, if loss or damage caused by "data problem" results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, leakage from fire protective equipment, this exclusion will not apply to such resulting loss or damage.
 - (k) (i) any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
 - (ii) theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
 - (iii) any dishonest or criminal act committed by anyone, except as stated in (k) (ii), when you or your agent knew or ought to have known prior to the loss or damage, of the dishonest or criminal act.

This exclusion (k) (i) does not apply to the proportion of ownership of the lost or damaged property of:

- (l) your spouse, if you are a sole proprietor;

(2) your partner(s), if your business is a partnership;
 who did not know and could not ought to have known of the dishonest or criminal act.

This exclusion (k) (ii) does not apply to physical damage caused directly by your employee which results from a peril not otherwise excluded in this form.

This exclusion (k) (iii) does not apply if, upon becoming aware of the dishonest or criminal act, you or your agent immediately notifies the police and us.

C. Other Excluded Losses

This form does not insure:

- (a) i) wear and tear;
- ii) rust or corrosion;
- iii) gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion (a) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;

- (b) the cost of making good:
 - i) faulty or improper material;
 - ii) faulty or improper workmanship;
 - iii) faulty or improper design;

This exclusion (b) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;

- (c) mysterious disappearance, or shortage of insured property disclosed on taking inventory.

8. Extensions Of Coverage

The Extensions of Coverage either modify or are in addition to coverage granted under this form subject to the following conditions:

- (1) specified limits of liability apply as an additional amount of insurance, except with respect to the following extension:
 - (d) Debris Removal;
 - (g) Equipment Leased or Rented to Others;
- (2) are not subject to Section 4. Co-Insurance Clause unless otherwise stated;
- (3) if a loss covered under an Extension of Coverage also involves a loss under any Part, its Extensions of Coverage or an endorsement, then, unless specified in the Extension of Coverage, the maximum limit of insurance will not exceed the highest applicable limit under any one Part, Extension of Coverage or endorsement;
- (4) if a specified Extension of Coverage is indicated as not covered on the Part IX Coverage Schedule, there is no amount recoverable;
- (5) if the limit of an Extension applies to the policy period, and the policy period is extended after issuance for an additional period of less than 6 months, the additional period will be deemed part of the preceding period for the purposes of determining limits;
- (6) are subject to the exclusions, provisions, and conditions of this Part unless otherwise stated.

(a) Newly Acquired Equipment

We agree to extend insurance provided by this form to insure any additional items of "contractors equipment" that you have leased or purchased subsequent to the attachment date and during the term of this Policy subject to the deductible shown for that particular type of use or description of "contractors equipment" on the schedule, in consideration of your agreement:

- (i) to report such additions within sixty days from the date acquired; and
- (ii) to pay any additional premium due from the date acquired at pro rata of our current rates for such "contractors equipment".

This form will cease to cover such additional items if they are not reported to us within the sixty day period. In any event we will not be liable under the provisions of this Extension of Coverage for more than the limit of liability for Newly Acquired Equipment shown in the Part IX Coverage Schedule.

If no limit of liability is indicated, the most we will pay, subject to the highest deductible for contractors equipment shown on the schedule is;

- (i) the lesser of
 - (1) 25% of the amount shown as the Limit of Liability in the Part IX Coverage Schedule for Contractors Equipment, or
 - (2) 25% of the Catastrophe Limit indicated on the Part IX Coverage Schedule for Contractors Equipment; or
- (ii) \$250,000

whichever is less, in respect to any one loss.

This extension is subject to the Co-insurance Clause.

(b) Rental Reimbursement

We agree to extend insurance provided by this form to insure the expenses incurred by you for the rental of equipment, either with or without an operator, to replace equipment insured by this form which has been withdrawn from normal use as a result of loss or damage from an insured peril.

The rental reimbursement coverage only applies to equipment which is similar in type, capacity and purpose to that for which it is a replacement and only to equipment which is insured for an amount of \$2,500 or more per item.

This extension will not apply if you own, control or have available for use surplus or reserve equipment which can be used by you for continuing or resuming your operations.

The most we will pay under this extension during any one policy year for one or more items of equipment is as shown in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule. Our liability for rental reimbursement is limited to expenses actually incurred commencing 72 hours (Sundays and legal holidays not included) or as otherwise stated on the Schedule of Contractors Equipment, after the date of loss or damage to the insured equipment occurred, and will continue, regardless of the expiration of the policy period, to the date which would be required to repair the equipment so damaged.

(c) Rental Equipment Coverage

We agree to extend insurance provided by this form to insure "contractors equipment" rented or borrowed from others.

You must keep accurate records of all equipment rented throughout the policy period. You agree to pay us an additional premium determined by multiplying your total rental equipment expenditures by the Rental Equipment Adjustment Rate shown on the Part IX Coverage Schedule for Contractors Equipment.

The most we will pay in respect of any one occurrence for "contractors equipment" rented from others is up to the limit of insurance specified in the Coverage Summary, or as indicated in the Part IX Coverage Schedule.

We will be liable only for that part of such loss which is in excess of the amount of any other applicable insurance.

(d) Debris Removal

We agree to extend insurance provided by this form to indemnify you for expenses incurred in the removal of debris from an insured loss to insured property, occasioned by loss of or damage to such property, for which loss or damage insurance is afforded under this form.

This extension does not apply to costs or expenses:

- (i) to "clean up" "pollutants" from land or water; or
- (ii) for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

However, we will not pay any more than 25% of the amount we pay for the direct physical loss. We will not pay more for loss to property and debris removal combined than the limit for the damaged property.

We will pay an additional \$5,000 when the debris removal expense exceeds 25% of the amount for direct physical loss or when the loss to property and debris removal combined exceeds the limit for the damaged contractors equipment.

(e) Fire Department Service Charges

We agree to extend insurance provided by this form to apply to the liability that you assume by contract or agreement prior to loss or damage, or is required by local ordinance, for fire department charges incurred when the fire department is called to save or protect insured property from a fire or another insured peril.

This Extension of Coverage only provides reimbursement to you for service charges you are liable for and which you have received directly from:

- (i) your municipal fire department;
- (ii) your municipal police department;
- (ii) a neighbouring municipality's fire department or police department for which there is an inter-municipal agreement.

The most will pay under this Extension of Coverage is the limit of liability shown in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule.

(f) Rewards

We agree to extend the insurance provided by this form to pay a reward to any person, except as excluded below, for information that leads to a conviction for arson, theft or vandalism, if the loss or damage to insured property caused directly by an insured peril exceeds the applicable deductible.

We will not pay or reimburse rewards paid under this Extension of Coverage to:

- (i) you;
- (ii) your partner(s);
- (iii) your officer(s);

or members of their household(s).

If we offer the reward then we will be the sole judge as to how much to offer.

If you offer the reward without our approval then the most that we will pay is 50% of the reward you offer.

The most that we will pay under this Extension of Coverage for the reward and related reasonable expenses to the offering of the reward in any one occurrence is:

- (1) the amount of the offered reward; or
- (2) the limit specified in the Coverage Summary for this Extension of Coverage;

whichever is less.

(g) Equipment Leased or Rented to Others

We agree to extend insurance provided by this form to insure "contractors equipment" that is leased or rented to others under a signed equipment rental agreement confirming that primary All Risks insurance coverage is in place for this equipment.

The most we will pay under this Extension of Coverage is the limit of insurance as specified in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule.

(h) Replacement Cost

We agree to "replacement cost" basis of settlement subject to the following provisions:

- (i) "Replacement cost" is eligible only to "contractors equipment" up to and including 3 years of age from the date of purchase new, or as shown in the Schedule of Contractors Equipment at the time of loss or damage.
- (ii) You are the original purchaser of the equipment exclusive of the selling dealer or if leased to you, the lessor is the original owner of the equipment.
- (iii) "Replacement" will be effected by you with due diligence and dispatch.
- (iv) Settlement on a "replacement cost" basis will be made only when "replacement" has been effected by you and in no event will it exceed the amount actually and necessarily expended for such "replacement".
- (v) Failing compliance by you with any of the foregoing provisions, settlement will be made on the basis of "actual cash value" of the property at the time of the loss or damage and the loss or damage will be ascertained or estimated according to such "actual cash value" with proper deduction for depreciation, however caused, and will in no event exceed what it would then cost to repair or replace the same with material of like kind and quality and any reference to "replacement cost" in Section 3 Limit of Liability will be deemed to be a reference to the "actual cash value" of the insured property.
- (vii) Any other insurance obtained by you or on your behalf in respect of the perils insured against by this Policy on the property to which this Policy is applicable will be on the basis of "replacement cost" as defined herein.

(i) Loss of Income

Indemnity Agreement

We agree to extend insurance provided by this form to pay for your loss of "business income" including your necessary "extra expense" resulting from the interruption of your business by direct physical loss of or damage due to an insured peril to "contractors equipment" covered under this form.

Deductible

Our liability for each interruption of business begins only when the period of interruption exceeds 48 consecutive hours.

Conditions

- (i) a written contract of work must be in existence prior to the date of loss;
- (ii) coverage only applies to items insured for an amount of \$25,000 or more per item; and
- (iii) repair or replacement of the lost or damaged property must be affected with due diligence and dispatch.

Exclusions

We will not cover the following losses and expenses:

- (i) any increase in your loss that results because of strikers or other persons have interfered with repairs to damaged property or with any resumption of operations;
- (ii) any increase in your loss that results from the loss of a lease, license, other contract or order. However, if the loss of the lease, license, other contract or order is the direct result of an interruption of business due to damage to property at your "premises", we will cover your loss of "business income" only during the time that would have been required to repair, rebuild or replace the damaged property.

Limit of Liability

We will cover your loss of "business income" for the shorter of the following periods:

- (i) the time it is reasonably required to repair or replace the damaged equipment;
- (ii) up to a maximum of 60 days after the date of loss, but not limited by the expiration of this Policy;

(iii) the Limit of Liability as shown on the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule; or whichever is less, in respect to any one occurrence.

9. Definitions

Wherever used in this form:

- (a) "Actual Cash Value" means the lesser of the cost of repair or the cost of "replacement" less any depreciation, however caused. In determining depreciation, we will consider:
- (i) the condition immediately before the loss or damage;
 - (ii) the resale value immediately before the loss or damage;
 - (iii) the normal life expectancy; and
 - (iv) obsolescence.
- (b) "Business Income" means
- The sum of:
- (i) the estimated annual net income (Net Profit or Loss before income taxes) from all your business operations; and
 - (ii) continuing normal operating expenses incurred, including payroll.
- (c) "Contractors Equipment" means machinery, equipment, tools of a mobile nature, and spare and duplicate parts, on, attached or pertaining to such property as described in the Part IX Coverage Schedule for Contractors Equipment.
- (d) "Extra Expense" means the excess of the total cost of conducting your business during the period required to repair or replace lost or damaged property over the total cost of conducting such business that would have been incurred had no loss occurred. "Extra expense" includes the reasonable extra cost of temporary repair and of expediting the repair or replacement of your lost or damaged property including overtime and the extra cost of express and other rapid means of transportation, but excludes:
- (i) all other direct or indirect loss or damage to property and any expense for physical property incurred to reduce extra expense loss (and then not to exceed the amount by which such loss is reduced with due consideration for salvage value of such property) and
 - (ii) any loss of "business income".
- (e) "Premises" means the entire area within the property lines and areas under adjoining sidewalks and driveways at:
- (i) each location described on the Part I & II Coverage Schedule;
 - (ii) Temporary Locations and any Newly Acquired Location, if covered by this form;
- and in or on vehicles within 100 metres (328 feet) of such locations.
- (f) "Replacement" means the repair or replacement with new property of like kind and quality.
- (g) "Replacement Cost" means the cost of replacing or repairing (whichever is the lesser) the insured contractors equipment with new property of like kind and quality and for like type, capacity and purpose without deduction for depreciation.
- (h) "Value" means "Actual Cash Value", however if insured property is eligible for Replacement Cost, "value" will mean "Replacement Cost"

100

THIS IS NOT A TAX NOTICE.
TAX NOTICES ARE ISSUED BY YOUR TAXING AUTHORITY.

Area: 11
Jurisdiction: 320 - City of Richmond
Roll: R-070-900-023
School District: 38
Neighbourhood: 305
CONFIDENTIAL PIN: 0000741630

RECEIVED
JAN 06 2015

2015 PROPERTY ASSESSMENT NOTICE

This Notice provides you with a general description of your property and an estimate of your property's value for assessment purposes. It also includes your property classification and entitlement to exemptions from taxation, if any apply. For most properties, the value is primarily based on real estate sales and market trends.

23 9280 GLENALLAN DR
STRATA LOT 23, BLOCK 4N, PLAN NWS49, SECTION 27, RANGE 6W, NEW
WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS
SHOWN ON FORM 1
PID: 001-062-361

	VALUE	CLASS
LAND	373,000	
BUILDINGS	31,100	
ASSESSED VALUE	\$404,100	RESIDENTIAL
TAXABLE VALUE	\$404,100	

IMPORTANT DATES

- **July 1, 2014**
Assessed value is estimated for most types of properties as of this date.
- **October 31, 2014**
Assessed value reflects property's physical condition and permitted use as of this date.
- **January 2 - February 2, 2015**
Review your property information and contact us with questions.
- **February 2, 2015**
Deadline for filing a Notice of Complaint (Appeal).

IMPORTANT APPEAL INFORMATION

You are encouraged to discuss your assessment with one of our appraisers before filing a formal Appeal.

To file online, please use the Notice of Complaint (Appeal) form available at bcaassessment.ca. You can also mail, fax or hand deliver a Notice of Complaint (Appeal) to your local BC Assessment office.

Mailed Appeals must be postmarked on or before **February 2, 2015**. The deadline for filing by any means is **February 2, 2015**.

QUESTIONS?

Click "CONNECT" at bcaassessment.ca or call 1-866-valueBC (1-866-825-8322). During January, office hours are Monday to Friday, 8:30 am to 5:00 pm.

* 2014 assessed value (as of July 1, 2013) was \$399,500
* City of Richmond 2015 property tax due date is July 2, 2015. Property tax information can be found at www.richmond.ca

THE ASSESSMENT OFFICE FOR THIS PROPERTY IS:

South Fraser Assessment Area
100-5477 152nd Street
Surrey BC V3S 5A5
11-38-320-R-070-900-023

Phone: 1-866-825-8322 or 604-739-8588
Fax: 1-855-995-6209

THE OWNER/LESSEE OF THIS PROPERTY IS:

S-01
LUTHERAN CHURCH-CANADA, THE 38060 102/16 119(E)
ALBERTA-BC DISTRICT
7100 ADA BLVD NW
EDMONTON AB T5B 4E4

THIS IS EXHIBIT "E"
referred to in the Affidavit of
Kurtis Robinson
Sworn before me this *23*
Day of *Jan*, A.D., 20*15*
Francis M. J. Taman
A COMMISSIONER OF COURTS
IN AND FOR THE PROVINCE OF ALBERTA

FRANCIS M. J. TAMAN
BARRISTER & SOLICITOR