

Recreation Commission No. 9 - Area A
Service No. S232

ORGANIZATION	AMOUNT
East Shore Trail and Bike Association	\$ 8,000.00
Boswell and District Farmers' Institute	\$ 700.00
Crawford Bay School	\$ 1,500.00
Boswell Memorial Hall Society	\$ 4,488.00
Riondel Golf Club Society	\$ 1,159.00
Gray Creek Hall Society	\$ 3,000.00
East Shore Circle of Friends	\$ 800.00
Gray Creek Historical Society	\$ 600.00
Boswell Historical Society	\$ 900.00
Riondel Community Association	\$ 1,000.00
South Kootenay Lake Community Service Society	\$ 810.00
South Kootenay Lake Art Connect Society	\$ 845.50
South Kootenay Lake Community Service Society	\$ 2,060.00
TOTAL:	\$ 25,862.50

James Sandy Oates

Farley Cursons

Submission Date Mar 21, 2025 2:06 PM

Date of Application: Mar 21, 2025

Which Recreation Commission are you applying to for Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial Aid on behalf of an organisation/society?

Yes

Organisation/Society Name: East Shore Trail and Bike Association

President/Contact Name: James Sandy Oates

Contact Name: Farley Cursons

Contact Phone Number: (250) 505-6489

Mailing Address: 16317 Cedar Rd / PO Box 197
Crawford Bay, BC, V0B 1E0

Contact Email: eastshoretrailandbike@gmail.com

Project Title: Annual trail maintenance

Project Type: Operational Project

New or Continuing Project: Continuing

Amount of Financial Aid Requested (Operational): 8000.00

Project Start Date: Jun 1, 2025

Project End Date: May 30, 2026

Estimated Number of Participants: < 10

Will there be a Membership or Admission Fee? No

Brief Description of Project: ESTBA's insurance requirements as well as partnership agreements and occupation licenses with RSTBC, Teck metals LTD, Trans Canada Trail and private land owners involves routine maintenance of The East Shore Shores public recreation trails. Activities include blowdown clearing, corridor/tread maintenance, footbridge and signage monitoring. Increased wind storm occurrences require more periodic attention. ESTBA manages a network of low cost recreation facilities

Project Location: Riondel, Crawford Bay, Crawford Peninsula and Gray Creek

Please provide a brief bio/credentials of the main project leader(s): Farley Cursons has been ESTBA's Executive Director and Project Manager for 11 years. He has successfully implemented numerous trail projects on budget and for the most part on time.

What is the purpose and goal(s) of the project? To ensure that the East Shore's recreation trail network is safe, well maintained and improved for residents and tourists.

How does this support and help to develop the local economy or add value to the community? Recreation trails brings in tourist dollars to the community. Trail use promotes the health and well being of our residents and visitors. Trail access has been identified as highly desired in the RDCK Recreation Master Plan.

Does this project compete with already established groups or businesses? No

Will this proposed activity/project be advertised and if so, how? ESTBA Social Media and local newspaper

How will support from the Recreation Commission be recognised? ESTBA social media and the local newspaper.

Do you have a partner for this project? No

Have you accessed other funds for this project? Yes - We have leveraging funds from a Community Development Grant for Winter Trail Maintenance.

REVENUE:

	Budget	Description
Recreation Grant Funds	\$8000.00	unconfirmed
Donations		
Organisation's Contributions		
Incoming Revenues		
Fundraising		
Other Grants	\$2000.00	Confirmed - RDCK Community Development Grant

	Budget	Description
Other		
Other		
Other		
Other		
Other		
TOTAL REVENUE	\$10,000.00	

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria	\$5700.00	Chainsaw operators
Office Expenses*		
Facility Rentals		
Equipment/Supplies	\$300.00	Rakes, pruners and safety equipment
Advertising/Marketing		
Other*	\$2500.00	Trail laborers (rake, prune, repair)
Other*	\$100.00	Saw fuel and oil
Other*	\$200.00	Truck fuel
Other*	\$320.00	Financial Management
Other*	\$880.00	Project Management
TOTAL EXPENDITURES	10,000.00	
TOTAL REVENUE - EXPENDITURES	10,000.00	

1. List of Executive Officers for your Organisation/Society, if applicable.



ESTBA Board of Directors & Executivespdf
62 KB

2. Copy of your Organisation/Society's AGM minutes, if applicable.



ESTBA AGM Minutes 2024_3174.pdf
119.54 KB

3. Copy of your Organisation/Society's latest fiscal financial statement, if applicable.



ESTBA AGM Condensed Financial State... .pdf
342.3 KB

7. List of other organisations or businesses that support your idea, and attach any letters of support.



Crawford Bay School - Support Letter E... .pdf
207.16 KB



KLCC Los for ESTBA 2024_5778.pdf
416.31 KB

I Acknowledge That:

I have read, understood the above and consent to the information herein provided.

Authorised Signature:

A handwritten signature in black ink that reads 'Farley Cursons'.

Date Signed:

Mar 21, 2025

Full Name:

Farley Cursons

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Email

recreationgrants@rdck.bc.ca



east shore trail & bike association

Box 197 Crawford Bay BC V0B 1E0

www.estba.ca

East Shore Trail and Bike Association

Incorporation date: June 14, 2019

Incorporation Number S-0071509

Society Board of Directors

James Sandy Oates - President/Chair

Crawford Bay BC

Klaus Plaumann - Vice President/Secretary

Gray Creek BC

Luke Lewis - Director

Crawford Bay BC

Farley Cursons - Executive Director

Riondel BC

Cam Stokes - Financial Manager

Kootenay Bay BC



AGM Meeting Minutes

5:00 pm June 8, 2024

Location: Ladybug Coffee

Board members present

Klaus Plaumann, Luke Lewis, Steven Albrechtson,

Executives: Farley Cursons - Executive Director, Cam Stokes - Financial Manager

Society members - 17

Identification of meeting Chair and Recording Secretary - (Farley and Klaus)

Call to order: (time) 5:06pm

First nations acknowledgement

Mission Statement (read aloud)

The East Shore Trail and Bike Associations mission is to develop the East Shores trail recreation infrastructure to accommodate the increased interest in local and visiting mountain bikers and hikers.

With effective management, we have the continued opportunity to be a part of the ever-growing number of regional trails initiatives and share in the social and economic benefits of a highly popular, low-impact and sustainable recreation attraction.

ESTBA promotes a healthy lifestyle where trail users have access to well managed and mapped recreation trails.

The vision of the East Shore Trail and Bike Association is to:

Support the continued development of high quality, sustainable trails for hikers and mountain bikers on Kootenay Lake's East Shore.

Continue to develop positive relationships with local sustainability groups, first nations, destination marketing organizations, youth groups, hiking clubs and "community stakeholders".

Maintain Partnership Agreements and Occupation Licenses with BC Parks, Recreation Sites & Trails BC, RDCK Parks, Teck Metals LTD. and "Private Land Partners".

To educate all trail users about

User safety and "leave no trace" principles.

Trail use practices that minimize user conflicts, trail damage and environmental impact.

Building practices that encourage low trail maintenance and support all levels of trail users.

Agenda-additions/changes? Motion to approve?

No additions or changes - Carried

Previous AGM minutes: Questions?

Motion to approve 2023 AGM minutes

Klaus, Luke - all approved - Carried

Financial report - Cam (financials presented)

Questions? Motion to approve

Ross Banner - "Who writes the grants?"

Farley - "I do"

Ross Banner - 'Good job"

Executive Directors Report - Farley

Funding acknowledgements - (listed)

Questions? Motion to approve

Mauz Kroker - "I understand you wont allow horses on the trails"

Farley - "This isn't an agenda item however we would be happy to have a meeting to discuss at a later date"

2024 Activities

0.1 Trans Canada Trail / Signage Project - Klaus & Farley

New kiosks and new signage installed on the off highway segment. A larger covered kiosk with signage and a bench installed at Gray Creek Pass summit

0.2 Crawford Peninsula Trails report

New logging will require a small reroute on the middle section of the Height of Land Trail. Corey Jacobs is the licensee and is corresponding with us. Work to be done over the winter. Full network cleared and most trails raked.

0.3 Riondel Historical Trails report

Early season saw our registration box and designation signage shot with a shotgun at the upper waterline trailhead. Police report filed. Waterline trail sees heavy usage and routine maintenance. We'll be working on a MTB specific trail extension further up the Tam O'Shanter FSR. Heritage trail - Recent danger tree falling by Teck contractors. Rest of the network in good shape.

0.4 Starbelly Jam / Non Profit Booth - Farley

We'll have a booth at the festival. Stop by and say hello

0.5 Trail Map - Farley

New trail map to be produced this year

0.6 Crawford Creek Regional Park - Farley

Please refer to updates on the RDCK website and be sure to fill out a recreation survey

Future Activities

Current board commitment for the next year

James Sandy Oates - Yes - Indicated before meeting

Klaus Plaumann - Yes

Luke Lewis - Yes

Steve Albrechtson - Yes

Nominations call for new board members (from any member)

Going once, twice, three times

No nominations heard

Election of officers (board positions will be at next regular meeting)

Q&A for membership

Christina - motion for trails to be available for equine use

Mike J - The society's mandate/advocacy doesn't include equine use.

Sites and trails have been contacted with FRPA policy in development.

Next AGM: TBD

Meeting adjourned (time) 6:14pm

East Shore Trail & Bike Association (ESTBA)
Condensed Statement of Operations
April 2023 - March 2024

Income	Current Year	Previous Year
Grant Income		
Columbia Basin Trust	\$ 30,759	\$ 21,279
Regional District of Central Kootenay	\$ 21,442	\$ 20,102
Nelson & District Credit Union	\$ -	\$ 7,500
Trans Canada Trail	\$ 5,501	\$ 1,000
Total Grant Income	\$ 57,702	\$ 49,881
Other Income		
Membership Dues	\$ 780	\$ 1,360
Donations	\$ 997	\$ 2,982
Trail Map Advertising	\$ -	\$ 1,320
Interest Income	\$ 2	\$ 4
Total Other Income	\$ 1,779	\$ 5,666
Gross Income	\$ 59,481	\$ 55,547
Expense		
Business Expense		
Administrative *Note 2	\$ 1,721	\$ 1,508
Map Design	\$ 3,502	\$ 3,617
Website	\$ -	\$ 236
Employment Expenses	\$ 555	\$ 598
Total Business Expense	\$ 5,779	\$ 5,959
Fixed Asset Expense		
Depreciation & Ammortization	\$ 832	\$ 1,248
Maintenance	\$ 188	\$ -
Total Fixed Asset Expense	\$ 1,021	\$ 1,248
Operations Expense		
Insurance & License of Occupation	\$ 1,952	\$ 2,057
Project Management	\$ 6,223	\$ 8,603
Trans Canada Trail Signage	\$ 5,501	\$ -
Tools & Supplies	\$ 981	\$ 1,858
Trail Building & Maintenance Labour	\$ 24,497	\$ 30,958
Trail Building & Maintenance Machinery	\$ 15,658	\$ 1,565
Total Operations Expense	\$ 54,812	\$ 45,040
Total Expense	\$ 61,612	\$ 52,248
Net Ordinary Income	-\$ 2,131	\$ 3,300
Extraordinary Income (Expense)	\$ -	-\$ 139
Net Income (Loss)	-\$ 2,131	\$ 3,160

East Shore Trail & Bike Association (ESTBA)
Condensed Statement of Financial Position
Year ending March 31st, 2024

Assets	Current Year	Previous Year
Current Assets		
Investments, Bank Accounts, Cash	\$ 95,318	\$ 86,844
Merchandise Inventory	\$ 469	\$ -
Account Receivable	\$ -	\$ -
Total Current Assets	\$ 95,787	\$ 86,844
Fixed Assets		
Equipment	\$ 3,330	\$ 4,162
Total Fixed Assets	\$ 3,330	\$ 4,162
Total Assets	\$ 99,117	\$ 91,007
Liabilities & Equity		
Liabilities		
Current Liabilities		
Accounts Payable	\$ 428	\$ 90
Restricted Grant Funds <i>*Note 3</i>		
Columbia Basin Trust	\$ 62,561	\$ 60,721
Regional District Central Kootenay	\$ 10,732	\$ 12,169
Trans Canada Trail	\$ 9,499	\$ -
Total Restricted Grant Funds	\$ 82,793	\$ 72,889
Total Current Liabilities	\$ 83,220	\$ 72,979
Total Liabilities	\$ 83,220	\$ 72,979
Equity		
Opening Balance Equity	\$ 2,026	\$ 2,026
Retained Earnings	\$ 16,002	\$ 12,842
Net Income	-\$ 2,131	\$ 3,160
Total Equity	\$ 15,897	\$ 18,028
Total Liabilities & Equity	\$ 99,117	\$ 91,007

- 1) Financial Statements have been prepared on an accrual basis
- 2) Administrative expenses include financial fees, accounting/bookkeeping, advertising, and society fees
- 3) Restricted Grant Funds have been received and deposited but not fully used for their intended purpose to date. As these projects are executed the restricted funds are adjusted to grant income.

Restricted Grant Fund Balances as of March 31st, 2024

Columbia Basin Trust - Crawford Bay Wetlands	\$	36,622
Columbia Basin Trust - Tam O'Shanter Expansion	\$	25,939
Regional District of Central Kootenay - Crawford Bay Wetlands	\$	3,687
Regional District of Central Kootenay - Tam O'Shanter Expansion	\$	5,646
Regional District of Central Kootenay - Wildfire Prevention	\$	1,400
Trans Canada Trail - Trans Canada Trail Signage	\$	9,499
	\$	82,793



Cam Stokes
Finance Manager



Crawford Bay Elementary Secondary

16159 Walkley Road Crawford Bay BC V0B 1E0
Tel 250.227.9218 clerical.crb@sd8.bc.ca cbess.sd8.bc.ca

April 2024

To Whom It May Concern:

The Crawford Bay Elementary-Secondary School is a long-time supporter of the East Shore Trail and Bike Association (ESTBA) in their work to maintain and develop the hiking and biking trails on the East Shore of Kootenay Lake. There are many clear benefits to our community in having our trail network improved, promoted, and protected.

A focus of our school community is outdoor learning for all grades. Having access to trails that connect us to this place is key. As a smaller school with few team sports, walking and hiking provide excellent motor skill development and build athletic confidence, as well as opportunities to observe and learn about our environment.

Additionally, the East Shore of Kootenay Lake has a rich historical past. Many of the trail systems ESTBA and its partners maintain are routes used by generations. There are also trail routes that have been used by the Ktunaxa First Nation for over ten thousand years. The opportunity to both enjoy physical activity in the outdoors and learn about local history strikes a fine balance between active lifestyle and learning.

ESTBA's upgrade of the Crawford Bay peninsulas trail map and signage demonstrates a responsibility to all users of the trail network.

As the East Shore Trail and Bike Association continues its work exploring ways to engage our community and its youth, we at Crawford Bay School proudly support their efforts and vision for community participation and a healthy lifestyle.

Victoria McAllister

Principal- Crawford Bay School

School Office (250) 227-9218

School Address 16159 Walkley Road, Crawford Bay, BC V0B 1E0

Website: <https://cbess.sd8.bc.ca/>

Email: victoria.mcallister@sd8.bc.ca

Principal Office Phone: 236-757-8291



Kootenay Lake Chamber of Commerce

Box 120, Crawford Bay, BC V0B 1E0

www.kootenaylake.bc.ca info@kootenaylake.bc.ca

April 12th, 2024

To whom it might concern:

The Kootenay Lake Chamber of Commerce actively supports the work that East Shore Trail and Bike Association, ESTBA, does in building, maintaining, and marketing the hiking and biking trails of the East Shore of Kootenay Lake. There are many economic benefits as well as the enhancing of local health and enjoyment.

Visitors frequently mention how much they appreciate the expanding and well-maintained trail systems. Trail maps and Recreation booklets disappear rapidly from our Information Booth and local businesses. The value of trails to encourage visitors to linger and enjoy our beautiful landscape has benefited a wide spectrum of local businesses and has become a primary attractant for low impact tourism. These visitors engage with our environment in a respectful way largely as a result of ESTBA's accurate signage, well maintained trails, bridges and clear promotional material. The people attracted to the natural beauty of our landscape and healthful lifestyle have also proven to be interested in the creative, unique businesses here, which has made a positive economic difference. Of course, the longer they stay, the greater the benefit. The trail system has even been mentioned by several young families considering moving here.

The safe and well marked trails have locals, including seniors as well as our K-12 Crawford Bay Elementary Secondary School encouraged to get out and enjoy our environment more. This contributes greatly to the physical and mental health of our whole community.

The action recently taken locally to obtain a large property encompassing the Crawford Bay riparian zone and wetlands as a Regional Park was strongly supported by ESTBA. They have proven to be valuable volunteer partners to our Regional District of Central Kootenay. The Kootenay Lake Chamber encourages continuing communication with the public when working in this sensitive area.

The Kootenay Lake Chamber of Commerce enthusiastically supports the East Shore Trail and Bike Association.

Forrest Demman, President

Herve Blezy, Vice President

Natalie DuPerron, Treasurer

Janet Wallace, Secretary

Megan Rokeby-Thomas – Director

Lois Wakelin – Director

Nicole Plouffe - administration

Robert Arms

Robert Arms

Submission Date Jan 21, 2025 2:32 PM

Date of Application: Jan 21, 2025

Which Recreation Commission are you applying to for Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial Aid on behalf of an organisation/society?

Yes

Organisation/Society Name: Boswell and District Farmers' Institute

President/Contact Name: Robert Arms

Contact Name: Robert Arms

Contact Phone Number: (250) 223-8058

Mailing Address: 11977 Highway 3A
Destiny Bay, British Columbia, V0B1A3

Contact Email: armsrl44@gmail.com

Project Title: Mackie Park Annual Maintenance

Project Type: Operational Project

New or Continuing Project: Continuing

Amount of Financial Aid Requested (Operational): 700

Project Start Date: Jan 1, 2025

Project End Date: Dec 31, 2025

Estimated Number of Participants: > 50

Will there be a Membership or Admission Fee? No

Brief Description of Project: Mackie Park is located on the east shore of Kootenay Lake at the intersection of Highway 3A and Lewis Bay Road. The park provides free (no admission fee) public access to the Kootenay lakefront. The volunteer members of the Farmers' Institute operate and maintain the park to provide the public a safe lakeshore recreational site including picnic tables, swim float and a sanitary public restroom.

Project Location: At the intersection of Lewis Bay Road and Highway 3A in Boswell, BC.

Please provide a brief bio/credentials of the main project leader(s): The annual operation and maintenance of Mackie Park is the responsibility of the Board of Directors of the Farmers' Institute. The Board will continue to oversee the facility in the foreseeable future. The Board is elected by the general membership at an annual general meeting.

What is the purpose and goal(s) of the project? The purpose of the project is to provide free public access to the recreational pursuits available on Kootenay Lake. Our goal is to ensure a well maintained and safe recreational site throughout the year.

How does this support and help to develop the local economy or add value to the community? Public access to Kootenay Lake is somewhat limited along the east shore. Mackie Park provides residents and visitors the opportunity to enjoy a beautiful, safe and well maintained site. This enhances the attractiveness of the area to both homeowners and tourists.

Does this project compete with already established groups or businesses? No

Will this proposed activity/project be advertised and if so, how? There is signage along Highway 3A at the Park entrance. Also, the Farmers' Institute presents an overview of activities at the Park at the annual general meetings of both the Farmers' Institute and the Boswell Memorial Hall Society.

How will support from the Recreation Commission be recognised? The Rec 9 funding is recognized at the AGMs of the Farmers' Institute and Boswell Memorial Hall Society. New signage, to be completed in 2025 will also mention Rec 9 funding.

Do you have a partner for this project? No

Have you accessed other funds for this project? No

REVENUE:

	Budget	Description
Recreation Grant Funds	700	Maintenance, septic pumpout
Donations	200	
Organisation's Contributions	Volunteer labour	Beach cleanup, lawn maintenance
Incoming Revenues		
Fundraising		

	Budget	Description
Other Grants		
Other		
Other		
Other		
Other		
Other		
TOTAL REVENUE	900	

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria		
Office Expenses*		
Facility Rentals		
Equipment/Supplies	400	Restroom supplies, trash disposal, etc
Advertising/Marketing		
Other*	500	Septic pumpout
Other*		
Other*		
Other*		
Other*		
TOTAL EXPENDITURES	900	
TOTAL REVENUE - EXPENDITURES		

1. List of Executive Officers for your Organisation/Society, if applicable.



BDFI 2024 Board.rtf
1.38 KB

2. Copy of your Organisation/Society's AGM minutes, if applicable.



AGM 2024 2.pdf
56.96 KB

3. Copy of your Organisation/Society's latest fiscal financial statement, if applicable.



Financial Report November 30^LLLLLLxlsx
20.29 KB

4. Copy of your Organisation/Society's Five (5) Year Financial Plan, if applicable.



Financial Forecast 2025-2029.pdf
384.71 KB

I Acknowledge That:

I have read, understood the above and consent to the information herein provided.

Authorised Signature:

A handwritten signature in black ink, consisting of a stylized 'R' followed by a cursive name.

Date Signed:

Jan 21, 2025

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<https://rdck.jotform.com/210174658170049>

Email

recreationgrants@rdck.bc.ca

Boswell and District Farmers' Institute 2024 Board of Directors

Robert Arms, President	11977 Highway 3A Destiny Bay, BC V0B1A3	250 2238058
Dave Blair, Vice-President	12490 Highway 3A Boswell, BC V0B1A4	250 2238288
Iain Anderson Treasurer	12531 Lewis Bay RD Boswell, BC V0B1A4	250 2238585
Tom Byers Secretary	12503 Lewis Bay Rd Boswell, BC V0B1A4	250 2238188
Jim Baker	11989 Highway 3A Destiny Bay, BC V0B1A3	250 2238175
Norm Mailhot	11983 Highway 3A Destiny Bay, BC V0B1A3	250 2238281
Darlene Knudson	Highway 3A Boswell, BC V0B1A4	250 2238005
Dean Harvey	Highway 3A Boswell, BC V0B1A4	250 2238005
Neil Duncalf	12001 Highway 3A. Destiny Bay, BC V0B1A3	250 2236806

B.D.F.I. Annual General Meeting
Thursday, January 25, 2024
7:00 pm, Boswell Hall

There was a total of eighteen members present of which six were board members as follows: Bob Arms, Tom Byers, Iain Anderson, Dave Blair, Norm Mailhot and Jim Baker.

The 103rd Annual General Meeting was called to order by President, Bob Arms at 7:02 pm. He welcomed members and encouraged all present to feel free to ask questions and make comments throughout the meeting.

Minutes: The minutes of the March 16, 2023 AGM meeting were circulated by Bob Arms and read by Tom Byers. Brad Brown moved that the minutes be approved as presented; second by Cheryl Place. Motion approved.

President's Report: President Bob Arms provided a brief historical background of the changing mandate of the Farmers' Institute over the past century. Our organization's purpose gradually focused less on farming and more on community service as the economy of the east shore became less dependent on agriculture over the years. Bob described our present day responsibilities in operating and maintaining the Boswell boat launch, Mackie Park and the Boswell cemetery. He explained that a more complete description of the work done at the three venues would be covered in the upcoming Director's Reports. Bob then recognized the support of the local community's financial contributions and volunteer help throughout the year. He also thanked the RDCK for its ongoing support via Rec 9 grants. Finally, Bob thanked the hardworking board members who serve year after year to meet the needs of our community.

Treasurer's Report: Iain Anderson presented an overview of the Farmers' Institutes finances over the past year. The opening balance was \$14,798.75. The yearly total income was \$6159.55 and total expenses of \$855.82 with a closing balance of \$20,102.48. Motion to approve Tom Byers, Second Martha Byers, carried.

Director's Reports:

Mackie Park: Tom Byers reported that usage had increased and donations had also increased as the revised signage emphasized that the park was operated by community volunteers rather than being government operated. Tom, with the help of family members, cleared the beach of logs and debris left by high water. He thanked Darlene Knudson for taking care of the rest room, picking up trash from the trash barrel on a timely manner and helping keep the park clean. Tom mentioned that the swim

float was a success and that demarcation buoys were deployed in early summer. A general parking area cleanup was done in early June and the fencing was repaired. Bob Arms thanked Dean Harvey for placing fire prohibition signs at the park during fire season. Also, the need to deal with the large debris pile near the highway will be considered in a future meeting. Updating of general signage in collaboration with the Historical Society will be pursued.

Cemetery Report: Since director Neil Duncalf was unavailable, Bob Arms presented the cemetery report. In 2023, there were four burials; three of cremated remains and one full burial. Wynndel Tree and Yard did lawn maintenance several times over the summer. Remaining space in the cemetery was discussed. Several issues were mentioned: green burials, memorial wall/columbarium, number of interments permitted in each gravesite, etc. The Mission Winery preparation in the land north of the cemetery was discussed. Bob mentioned that the cemetery parking area will remain available. The annual \$1500 grant was received.

Harbour Report: Norm Mailhot discussed the new parking signs and a photo showed their placement.

The hope is that the signs will encourage boaters to park correctly. Norm mentioned the continuing need to move the shore side breakwater anchoring blocks into deeper water to prevent potential boat damage at low water. He will continue to contact Kootenay Diving and Salvage and Graham Marine to gain more perspective on the feasibility of the project.

Motion to approve all of the Directors' Reports was made by Martha Byers, Second by Dave Blair, carried.

Old Business: none

New Business: none

Election of Officers: Bob Arms invited all present or anyone interested in serving as directors to so indicate, and there were no volunteers. Bob indicated that the following are willing to stand for 2024: Bob Arms, Tom Byers, Iain Anderson, Dave Blair, Jim Baker, Norm Mailhot, Dean Harvey, Darlene Knudson and Neil Duncalf. A motion to approve was made by Wayne Trieber, second by Brad Brown, carried. Bob thanked all those present for their participation and continuing support.

Adjournment: 8:02 pm

Boswell and District Farmers Institute Financial Report
January 25, 2024 - November 30, 2024

		General Funds	Cemetery	Boat Launch	Mackie Park	Total
Opening Balance		\$ 1,529.54	\$ 8,547.87	\$ 6,584.79	\$ 3,440.28	\$ 20,102.48
Income	Donations		\$ 360.00	\$ 1,637.95	\$ 484.93	\$ 2,482.88
	Memberships	\$ 45.00				\$ 45.00
	RDCK - FSG -Cemetery - 394/23		\$ 1,500.00			\$ 1,500.00
	RDCK S174 Grant					\$ -
	RDCK Rec 9 Grant - Insurance					\$ -
	RDCK Rec 9 Grant - Maintenance/Septic Pumpout				\$ 700.00	\$ 700.00
Sub-Total Income		\$ 45.00	\$ 1,860.00	\$ 1,637.95	\$ 1,184.93	\$ 4,727.88
Expenditures	Norm Mailhot - Dock Repair Lumber			\$ 235.20		\$ 235.20
	Dean Harvey - Mackie Park Maintenance				\$ 350.95	\$ 350.95
	Western Financial Group \$2,386.00		\$ 626.60	\$ 891.70	\$ 891.70	\$ 2,410.00
	Wynndel Tree & Yard		\$ 859.81			\$ 859.81
	Ministry of Water, Land & Resource Stewardship		\$ 50.00			\$ 50.00
	Stamps, Envelopes, Coin Wrappers	\$ 29.35				\$ 29.35
	CIBC Safety Deposit Box	\$ 210.00				\$ 210.00
	Tom Byers - Mackie Park Maintenance				\$ 685.90	\$ 685.90
	James Baker - Dock Repairs			\$ 254.66		\$ 254.66
	Norm Mailhot - Boat Launch Signs			\$ 420.00		\$ 420.00
	Allrite Septic				732.90	\$ 732.90
Sub-Total Expenditures		\$ 239.35	\$ 1,536.41	\$ 1,801.56	\$ 2,661.45	\$ 6,238.77
Closing Balance		\$ 1,335.19	\$ 8,871.46	\$ 6,421.18	\$ 1,963.76	\$ 18,591.59
Notes:	WFG Insuraance Breakdown (\$2,410.00)					
	1. Cemetery (14%) \$337.40					
	2. Boat Launch (25%) \$602.50					
	3. Mackie Park (25%) \$602.50					
	4. Directors Insurance (36%) - (\$867.60/3) = \$289.20					

**Boswell and District Farmers Institute
Financial Forecast**

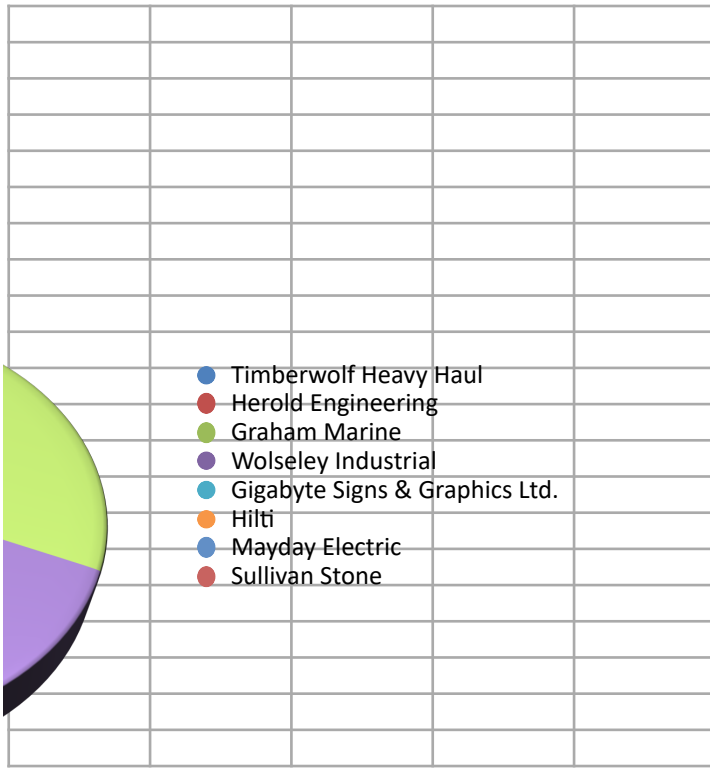
		2025	2026	2027	2028	2029
Income	Donations	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	RDCK - FSG - Cemetery Maintenance & Insurance	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
	CBT-A-CIP - Boat Launch Dock Replacment	\$ 10,000.00				
	RDCK Rec 9 Grant - Mackie Park / Boat Launch Liability Insurance	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
	RDCK Rec 9 Grant - Mackie Park Maintenance	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
Sub-Total Income		\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00
Expenditures						
	Cemetery					
	Maintenance	\$ 900.00	\$ 936.00	\$ 973.44	\$ 1,012.38	\$ 1,052.87
	Consumer Protection BC - Operator License Renewal	\$ 50.00	\$ 52.00	\$ 54.08	\$ 56.24	\$ 58.49
	Capital Projects - Dangerous Tree Removal	\$ 1,700.00				
	Mackie Park					
	Maintenance	\$ 600.00	\$ 624.00	\$ 648.96	\$ 674.92	\$ 701.92
	Capital Projects - Signage	\$ 1,500.00				
	Boat Launch					
	Maintenance	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
	Snow Removal	\$ 300.00	\$ 312.00	\$ 324.48	\$ 337.46	\$ 350.96
	Capital Projects - Replace Dock	\$ 10,000.00				
	General					
	Western Financial Group_ Insurance	\$ 2,378.00	\$ 2,473.12	\$ 2,572.04	\$ 2,674.93	\$ 2,781.92
	CIBC Safety Deposit Box	\$ 210.00	\$ 218.40	\$ 227.14	\$ 236.22	\$ 245.67
Sub-Total Expenditures		\$ 7,738.00	\$ 4,715.52	\$ 4,900.14	\$ 5,092.15	\$ 5,291.83
Balance		-\$ 1,938.00	\$ 1,084.48	\$ 899.86	\$ 707.85	\$ 508.17
Notes:	Inflation forecast @ 4% annualy					

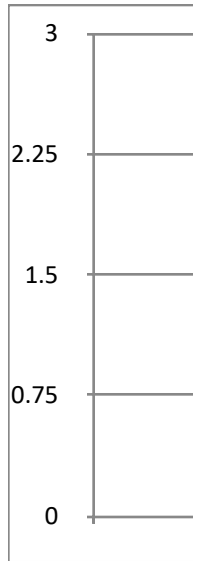
Boswell and District Farmers Institute Financial Forecast

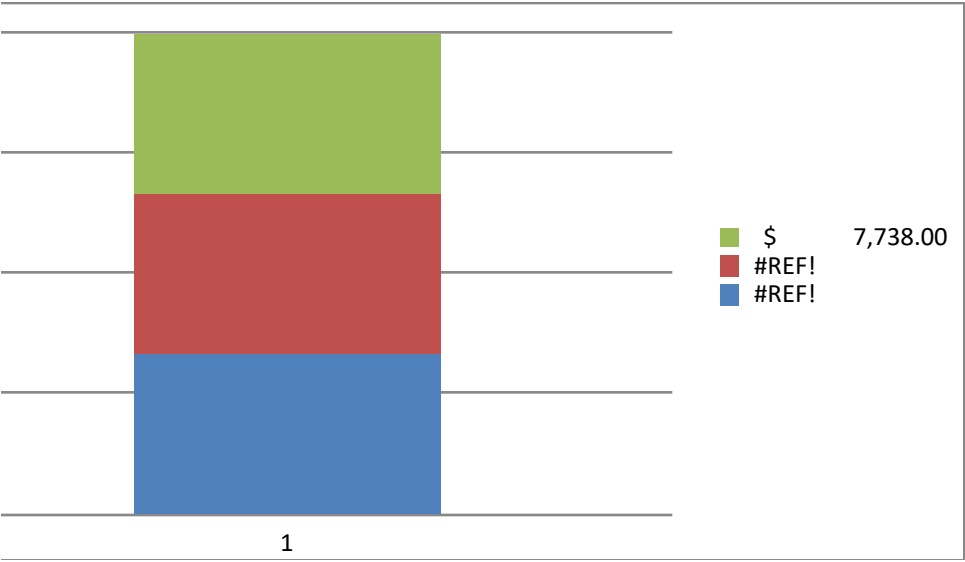
[illegible]

Boswell and District Farmers Institute Financial Forecast

[illegible]







Victoria McAllister

Johanna Strom

Submission Date Jan 8, 2025 3:39 PM

Date of Application: Jan 8, 2025

Which Recreation Commission are you applying to for Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial Aid on behalf of an organisation/society?

Yes

Organisation/Society Name: Crawford Bay School

President/Contact Name: Victoria McAllister

Contact Name: Johanna Strom

Contact Phone Number: (250) 227-9218

Mailing Address: 16159 Walkley Road
Crawford Bay, BC, V0B 1E0

Contact Email: johanna.strom@sd8.bc.ca

Project Title: Swimming Lessons

Project Type: Operational Project

New or Continuing Project: Continuing

Amount of Financial Aid Requested (Operational): 1500

Project Start Date: Feb 11, 2025

Project End Date: Mar 4, 2025

Estimated Number of Participants: 30-40

Will there be a Membership or Admission Fee? Yes

If you answered 'Yes' to the above question, how much will the Membership or Admission Fee be? 21

Brief Description of Project: Taking students to have swimming lessons in Creston for 4 days. We are hoping to have the cost of bussing covered.

Project Location: Creston and District Community Complex

Please provide a brief bio/credentials of the main project leader(s): Classroom Teacher.

What is the purpose and goal(s) of the project? We want to have students be able to swim safely as we live near a lake.

How does this support and help to develop the local economy or add value to the community? It helps keep children in our community safe and gives them an opportunity to be able to feel more comfortable swimming.

Does this project compete with already established groups or businesses? No

Will this proposed activity/project be advertised and if so, how? Only sent home to families of the students of Crawford Bay School.

How will support from the Recreation Commission be recognised? We will thank them in our letter home to families.

Do you have a partner for this project? No

Have you accessed other funds for this project? \$500 from school fundraising.

REVENUE:

	Budget	Description
Recreation Grant Funds	1500	Bussing to Creston Pool- \$500 a time
Donations		
Organisation's Contributions		
Incoming Revenues		
Fundraising	500	For bussing
Other Grants		

	Budget	Description
Other	\$21 per child	Families pay
Other		
Other		
Other		
Other		
TOTAL REVENUE		

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria		
Office Expenses*		
Facility Rentals		
Equipment/Supplies		
Advertising/Marketing		
Other*		
Other*		
Other*		
Other*		
Other*		
TOTAL EXPENDITURES		
TOTAL REVENUE - EXPENDITURES	0	0

I Acknowledge That:

I have read, understood the above and consent to the information herein provided.

Authorised Signature:



Date Signed:

Jan 8, 2025

Full Name:

Johanna Strom

Get Page URL

<https://rdck.jotform.com/210174658170049>

Email

recreationgrants@rdck.bc.ca

Bill Bannister

Rosemarie Lowe

Submitter

Rosemarie Lowe

Submission Date

Mar 26, 2025 3:00 PM

Date of Application:

Mar 26, 2025

Which Recreation Commission
are you applying to for
Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial
Aid on behalf of an
organisation/society?

Yes

Organisation/Society Name:

Boswell Memorial Hall Society

President/Contact Name:

Bill Bannister

Contact Name:

Rosemarie Lowe

Contact Phone Number:

(250) 428-1589

Mailing Address:

12374 Boswell Road
Boswell, B.C., V0B-1A4

Contact Email:

suparlowe@shaw.ca

Project Title:

Insurance Policies Renewal for Boswell Memorial Hall Society

Project Type:

Operational Project

New or Continuing Project:

Continuing

Amount of Financial Aid
Requested (Operational):

4488.00

Project Start Date: Jan 8, 2025

Project End Date: Jan 8, 2026

Estimated Number of Participants: > 50

Will there be a Membership or Admission Fee? No

Brief Description of Project: Renewal - Commercial Insurance Policy - \$3212.00
Renewal - Management Liability Policy - \$1276.00
Total - \$4488.00

Project Location: Boswell Memorial Hall

Please provide a brief bio/credentials of the main project leader(s): Rosemarie Lowe, Grants Director

What is the purpose and goal(s) of the project? Purpose of this request is associated with the Boswell Memorial Hall's Annual Insurance premiums renewal.

How does this support and help to develop the local economy or add value to the community? Insurance Premiums are one of our highest expenditures to keep the hall functioning and continuing to offer all of the programs to our members and the community at large.

Does this project compete with already established groups or businesses? No

Will this proposed activity/project be advertised and if so, how? The project costs are always in the Boswell Memorial Hall's financial statements.

How will support from the Recreation Commission be recognised? The President's report will be emailed to all directors and Boswell Hall members. It will also appear on our website.
boswellhall.ca

Do you have a partner for this project? No

Have you accessed other funds for this project? No

REVENUE:

	Budget	Description
Recreation Grant Funds	\$3212.00	Commercial Insurance Policy
Donations		
Organisation's Contributions		
Incoming Revenues		
Fundraising		
Other Grants		

	Budget	Description
Other	\$1276.00	Management Liability Insurance
Other		
Other		
Other		
Other		
TOTAL REVENUE	\$4488.00	

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria		
Office Expenses*		
Facility Rentals		
Equipment/Supplies		
Advertising/Marketing		
Other*	\$3212.00	Commercial Insurance Policy
Other*	\$1276.00	Management Liability Insurance
Other*		
Other*		
Other*		
TOTAL EXPENDITURES	\$4488.00	
TOTAL REVENUE - EXPENDITURES		

Please upload any additional budget information here:



2-Management Liability_2085.pdf
686.43 KB



1-Comercial Insurance_3121.pdf
720.83 KB

1. List of Executive Officers for your Organisation/Society, if applicable.



2024-Directors_.pdf
110.35 KB

2. Copy of your Organisation/Society's AGM minutes, if applicable.



Page-2.pdf
1.22 MB



Page-1.pdf
1.24 MB



Page-3.pdf
1.43 MB



Page-4.pdf
1.07 MB



Page-6.pdf
1.28 MB



Page-5.pdf
1.62 MB



Page-7.pdf
1.3 MB

3. Copy of your
Organisation/Society's latest
fiscal financial statement, if
applicable.



BMH Financials Nov 2023 to Oct 2024.pdf
582.81 KB

4. Copy of your
Organisation/Society's Five (5)
Year Financial Plan, if applicable.



5yr plan..pdf
51.49 KB

I Acknowledge That:

I have read, understood the above and consent to the information
herein provided.

Authorised Signature:

Rose Lowe

Date Signed:

Mar 26, 2025

Full Name: Rosemarie Lowe

Get Page URL <https://rdck.jotform.com/210174658170049>

Email recreationgrants@rdck.bc.ca

Insured name and postal address

Boswell Memorial Hall Society
12374 Boswell Road
Boswell, BC V0B 1A4

Broker 24013

Kootenay Insurance
PO Box 98 16030 3A Highway Crawford Bay, British
Columbia
V0B 1E0
Phone No. 250 227 9698

General Information

Intact Insurance Company hereinafter called the Insurer.

Type of Document

RENEWAL

Policy Period

From January 8, 2025 To January 8, 2026
12:01 A.M. local time at the postal address of the Insured shown above

Billing Method

Direct Bill

Total Policy Premium

\$1,276

Save paper, add convenience!
Ask your broker to send your insurance documents electronically.



This policy contains a clause(s) that may limit the amount payable

Insured name and postal address

Boswell Memorial Hall Society
12374 Boswell Road
Boswell, BC V0B 1A4

Broker 04003

Kootenay Insurance Services Ltd.
PO Box 98 16030 3a Highway Crawford Bay, British
Columbia
V0B 1E0
Phone No. 250 227 9698

General Information

Intact Insurance Company hereinafter called the Insurer.

Type of Document

RENEWAL

Policy Period

From January 8, 2025 To January 8, 2026
12:01 A.M. local time at the postal address of the insured shown above

Insured's Business Operations

Community Hall

Billing Method

Direct Bill

Total Policy Premium

\$3,212

Save paper, add convenience!
Ask your broker how you can receive your documents electronically.



This policy contains a clause(s) that may limit the amount payable



CERTIFIED COPY
Of a document filed with the
Province of British Columbia
Registrar of Companies

T.K. SPARKS

STATEMENT OF DIRECTORS AND REGISTERED OFFICE

BC Society • Societies Act

NAME OF SOCIETY: **BOSWELL MEMORIAL HALL**

Incorporation Number: S0001593

Business Number: 11881 3880 BC0001

Filed Date and Time: November 26, 2023 01:14 PM Pacific Time

REGISTERED OFFICE ADDRESS INFORMATION

Delivery Address:

12374 BOSWELL RD
BOSWELL BC V0B 1A4

Mailing Address:

12374 BOSWELL RD
BOSWELL BC V0B 1A4

DIRECTOR INFORMATION

Last Name, First Name Middle Name:

BANNISTER, WILLIAM

Delivery Address:

13540 LAKESHORE DRIVE
BOSWELL BC V0B 1A4

Last Name, First Name Middle Name:

BROWN, BRAD

Delivery Address:

12019 3A HWY
DESTINY BAY BC V0B 1A3

Last Name, First Name Middle Name:

CASSIDY, LINDA

Delivery Address:

12359 CHRISTIE RD.
BOSWELL BC V0B 1A4

Last Name, First Name Middle Name:

HILL, GARY

Delivery Address:

10315 TWIN BAYS NORTH RD
KUSKANOOK BC V0B 1A1

STATEMENT OF DIRECTORS AND REGISTERED OFFICE

BC Society • Societies Act

Last Name, First Name Middle Name:

LOWE, ROSEMARIE

Delivery Address:

10289 TWIN BAYS RD
KUSKANOOK BC V0B 1A1

Last Name, First Name Middle Name:

OLSEN, JENNIFER

Delivery Address:

13547 MOUNTAIN SHORES ROAD
BOSWELL BC V0B 1A4

Last Name, First Name Middle Name:

PILLING, BRETT

Delivery Address:

13533 MOUNTAIN SHORES RD
BOSWELL BC V0B 1A4

Last Name, First Name Middle Name:

PLACE, GREG

Delivery Address:

12519 LEWIS BAY RD.
BOSWELL BC V0B 1A4

Last Name, First Name Middle Name:

RABB, VIVIANNE

Delivery Address:

13583 MOUNTAIN SHORES NORTH RD
BOSWELL BC V0B 1A4



TREASURER'S REPORT – Vivienne Rabb presented the financial accounting information projected onto the big screen. She noted that this report reflects the fiscal year Nov 1, 2023 – Oct 31, 2024.

A brief and incomplete breakdown of some of the larger income and expenses is as follows –

INCOME	\$3152 - total donations (up \$124)
	\$6390 - total grants received (up \$612)
	\$2226 - membership dues (down \$496)
	\$9459 - Dinner and events income (down \$7563)
EXPENSES	\$4323 - Contract services
	\$3138 - Dinner and liquor expenses
	\$5103 - Insurance, gaming licences, gov't fees, special events
	\$3186 - Repairs and maintenance
	\$5458 - Telephone, utilities, website

FINANCIAL SUMMARY:

\$30,984.47 Income for the year (down \$ 3284)
\$26,236.17 Expenses for the year (down \$ 483)
\$ 4748.30 Net income for the year (down \$2801)

\$352,225.41 Total assets (up \$35,499 from \$316,726 last year)

The detailed yearly "Balance Sheet" and "Profit and Loss" reports are on file. Cheryl Place moved and Wayne Trieber seconded the Treasurer's report to be accepted as presented – all in favour and carried.

KITCHEN FACILITY REPORT – Jennifer Olsen reported that thanks to a grant that Rose had applied for, we were able to purchase new dishes for our Boswell Hall Kitchen. The new dishes have been a welcome addition to our kitchen. They require less storage and are easier to handle due to size and lighter weight. The exhaust fan and stove has been commercially cleaned for safety and cleanliness. The kitchen was used more frequently last year. This year it was used for Focus on Health, TAPS, movie nights and our usual dinners.

BOSWELL MEMORIAL HALL AGM NOVEMBER 14, 2024

The group attending enjoyed a fantastic potluck supper and social visit prior to the 2024 Boswell Hall AGM. 33 people in attendance including Directors.

President Bill Bannister called the meeting to order at 7:05 pm and acknowledged that we are on the ancestral ground of the Ktunaxa and Yaqan Nukiy first nations.

Bill welcomed everyone and expressed thanks to the 27 community members who attended to help us reach our required quorum requirement of 12 people for this AGM. Two Hall board Directors were unable to attend – Jennifer Olsen and Gary Hill

2023 Minutes

The minutes of the 2023 AGM were read by Brad Brown. Some of the Director's reports were abbreviated but the detailed reports are on file. Glen Covey moved that the minutes be accepted as read. Karen Lee seconded the motion. All agreed. The motion is carried.

DIRECTORS'S REPORTS

Melody Farmer – Hall rentals, memberships, cards and flowers

Melody reports that there are 10 groups who regularly schedule their meetings at the hall and there were 7 other specific bookings including the Election and a Celebration of Life. The hall was also used for 8 separate social functions to help raise money for the hall but mostly for fun and socializing.

Melody reported the following cards were sent out –
Get well – 11, Thank you – 1, Thinking of you – 4, Sympathy – 6, Best wishes 2.

She would like to send out birthday greetings to those achieving milestone birthdays like 90, 95, 100 years old.

She also reported that this years membership drive is underway and to date the Hall has 71 paid up memberships. (6 are NEW)

We have a recycling bin in the kitchen but ask that you rinse out your containers first before putting in bin. This small action would be very appreciated.

Jennifer's detailed report is on file.

DINNERS AND SOCIAL EVENTS - Led by Jennifer Olsen.

Thanks to Yvette and Fred Schenkel and your other Christmas elves for making the Christmas Eve potluck an annual event. Everyone is welcome and a good way to start the holiday season.

There was a Spaghetti dinner in the spring put on by Ivy and Mike Jeffery and the Crawford Bay team. It is always very tasty and fun for all. Isn't it amazing that Crawford Bay supports our hall and participates in fund raising.

Next is the First Responders Corn Roast. Thanks to our First Responders for not only putting on this annual fund raiser for equipment needs, but for always being there for us and our Community when we most need their help.

The Fall Fowl Feast turkey dinner put on by the team from Mountain Shores each year. It is a favourite event with delicious turkey and all the trimmings.

In February we put on a night of music by the Boswellian Suite. Easy listening music which allowed for a lot of mingling and conversation and some dancing. It was well attended with chili, snacks and desserts served later in the evening.

NHL hockey playoff steak dinner – Brett and Jen Pilings hosted a steak dinner as a follow up to the hockey nights they had organized at the hall. It was fun to watch the final games and although not everyone's favourite team won, everyone enjoyed the evening.

I would encourage you all to get a group of neighbours and friends together, get your creative minds working and think of an event or dinner you would like to hold and support our Boswell Hall. Thank you all for your contributions.

Jennifer

MAINTENANCE REPORT – Report given by Greg Place.

The following is a brief and incomplete list highlighting some of more major repairs –

- The exterior roof was painted for aesthetic reasons.

- Replaced the lower fascia trim on the outside north wall.

- Replaced all the main hall area with LED lighting.

Repaired the water damaged northeast interior corner of the main hall room.
Monitored Radon in the hall for a month and found Radon levels to be safe.
Repaired and painted many holes and damage to the main hall walls.
Repaired a sudden and unexpected water leak near the water well in the parking lot.
Regular maintenance performed on the emergency generator,
See report on file for a more detailed report.

GRANTS REPORT – Rose Lowe presented a detailed report and it is on file.
An abbreviated report is as follows –

(1) Columbia Basin Trust Redi grant –

Applied for \$3400 for dishes and received \$1116.

(2) RDCK operational grant –

Applied for \$4274 to cover insurance and received the full amount

(3) Gleaners grant –

Applied for \$500 to help cover cost of phone and internet costs. Rec'd \$0

(4) Recreation Grant –

Applied for \$2000 for Yoga instructors travel. No decision yet

(5) Tech grant – one time only. Did not apply to our hall.

(6) Columbia Basin Trust – Patrick Checknita came from Nelson to view our Hall and recommended ways to better apply for grants.

(7) Herve Blezy is working with MOTI to have two large Crime Watch signs installed. His grant request is run through the BMH grants number.

Thanks to Columbia Basin Trust and RDCK for the grant money received.

WATER SYSTEM REPORT – Rod Stewart

Used 17 bags salt

Replaced two UV lamps

the Kootenay Lake Lions club we are now participating in their recycling program. This has created a new source of funding to support our operations. After the first six months of participation we have banked \$4350. Many thanks to the volunteers that assisted our board members in sorting cans and containers collected at our Transfer Station. We invested 80 combined hours of labour to sort, plus the transportation of the goods thanks to Greg, Brad and Brett to achieve this outcome. The revenues provide by this recycling program will have a significant impact on our operation and will create some seed money that will allow us to dream a bit in terms of projects that we might consider. Please think about some possibilities and share your thoughts with any board member. To make some of these dreams become a reality we do however require your assistance. We need a team leader and we need some team members going forward. We have a sign up sheet here at the table so before you leave come on up and sign up.

Thank you for your attention and support over the past year.

NOMINATIONS FOR DIRECTORS 2024– 2025

Bill Bannister asked if anyone present was willing to join the Boswell Hall Board. KAREN LEE VOLUNTEERED. The present Board members agreed to stay on.

RETURNING DIRECTORS

PRESIDENT– Bill Bannister

PAST PRESIDENT – Gary Hill

VICE PRESIDENT - vacant

TREASURER – Vivienne Rabb

SECRETARY – Brad Brown

DINNER TEAMS – Jennifer Olsen, Sharron Bannister, Karen Lee

BAR TENDERS – Vivienne Rabb

MAINTENANCE – Greg Place, Brad Brown

KITCHEN FACILITIES – Jennifer Olsen

GRANTS— Rose Lowe

COMMUNITY EVENTS – not filled

Linda Cassidy – Director at large and keeper of the keys

NON DIRECTOR positions held

Cleaned sensor and sleeve 5 times

Replaced the main controller

PAST PRESIDENTS AND WEBSITE REPORT – Gary Hill reports that he has the brass memorial name plates made and installed onto the memorial plaques. They contain the names of members who have passed away and the BMHS has received a donation of at least \$50 in their honour. In the previous two years we had 10 members pass away. Thankfully this year we have not added to the list.

Website – I urge you all to visit our website (boswellhall.ca) and review any section to which you have a connection or in which you participate. Let the person responsible for your group know of suggested changes (dates and contact person) and that person should contact me by email. I will let our web designer, Geoff Tremblay, know so the changes can be made. My email address is under the “about” section of the home page. Click on “Board of Directors”. Also listed is “membership” where you can find how to renew your membership online.

PRESIDENT’S REPORT

To start I would like to acknowledge and thank the board members for their continued stewardship of your Hall and for the support given me over the past year. I also want to acknowledge and thank the non-board members of our team for their contributions over the past year. Specifically Melody Farmer and her group for membership sales, Hall rentals, cards, greetings, and website calendar. Rod Stewart for Water System maintenance. Phil Graham for Communications and Gary Meier for parking lot ploughing and maintenance. Garrett Harvey for ad board sales. Special thanks must also go to Ron and Lynn Mondor and their team at Destiny Bay Store for all they do to support Hall activities.

I don’t want to dwell on past activities as those have been pretty well covered in my monthly reports, but rather I would like to talk about future possibilities. Traditionally we have raised operating funds through membership sales, community dinners, grants and donations. That has allowed us to keep the Hall well maintained and fully operational, but it has required very prudent financial management. We have also managed to build a bit of a reserve fund in the event of unforeseen problems with an aging facility. This has come about through squeezing every nickel until the beaver farts, but things are changing. Thanks to

BOOKINGS – Melody Farmer

MEMBERSHIPS – Karen Lee, Melody Farmer and Sharon Toews

COMMUNICATIONS COORDINATOR – Phil Graham 250-223-8656

pjdriftwoodbay@gmail.com

PRESENTATION

Lois Harrowing (from Sanca) spoke to the group about a request and suggestion that the Board consider allowing PICKLEBALL to be played in the Hall. They have been playing outdoors this summer but want to play indoors for the winter. She acknowledged that the space was a little small and the ceiling low but that the group that wishes to start up the event would make it work. She was excited to tell us all how much fun it was and invited others to join them. Quite a few attending the AGM seemed interested and anxious to join in if and when it starts up. Some concern was voiced about the possibility of damage to the walls or ceiling. Bill Bannister said the Board would consider the request.

OPEN DISCUSSION

Bill asked the group if there were any concerns or requests.

There was some discussion about the collection and sorting of cans and plastic bottles. The Board would like people to sort as much as possible at home before depositing at the Transfer station. Glen Covey suggested to use different colored bags for each type of recycle (example red for beer, blue for non alcohol and yellow for plastic)

Yvette Schenkel asked if anything is to be done about the sound deadening and acoustics in the Hall as her husband Fred has difficulty hearing when there is a crowd in the hall. Bill said that the Board had done research and made many inquiries in an effort to come up with a solution to the problem in the past year, but didn't find anything practical or cost effective that would work for our Hall.

AGM meeting adjourned by Bill Bannister at 8:25pm.

Minutes recorded by Brad Brown

Boswell Memorial Hall AGM P&L
Profit & Loss
November 2023 through October 2024

7:12 PM
07/11/24
Accrual Basis
Nov '23 - Oct 24

Ordinary Income/Expense

Income

DONATIONS

Book Club	40.00
Carpet Bowling	835.00
Fitness Club Donation	500.00
Memorial Donations	150.00
Private Donations	1,019.40
Public Agency Donations	50.00
Vintners Donation	57.60
Yoga Club Donations	500.00
Total Donations	<u>3,152.00</u>

GRANTS

RDCK Grant	
Hall Insurance	4,274.00
Tableware	2,116.67
Total RDCK Grant	<u>6,390.67</u>

MEMBERSHIP DUES 2,226.80

INVESTMENTS INTEREST 1,012.50

REVENUE

Ad Board	550.00
Carpet Bowling Bonspiel	50.00

Dinners/Events	
Food Sales	332.00
Liquor Sales	1,799.00
Raffle Ticket Sales	1,913.00
Tickets	5,415.00
Total Dinners/Events	<u>9,459.00</u>

Golf Cart Raffle	930.00
Grey Cup Pool	100.00
Hall Rental Income	1,407.50
Miscellaneous Revenue	65.00
Movie/TV Sports Night	980.00
Recycle Program	4,350.00
Refund	66.00
Rural Crime Watch	245.00

TOTAL REVENUE 18,202.50

TOTAL INCOME**30,984.47****Expenses**

Advertising	267.75
Awards & Appreciation	15.68
Bank Fees	57.00
Building repairs	454.33
Contract Services	
Clover Kitchen Exhaust	619.50
Work Safe	43.17
Custodial Services	3,661.25
Total Contract Services	4,323.92
Dinners	
Groceries	1,781.58
Liquor & Permits	1,300.86
Miscellaneous	5.90
Raffle Purchases	50.00
Total Dinners	3,138.34
Domestic Water System	746.00
Drinking Water	29.90
Equipment & Supplies	85.42
Gaming/Raffle Licences	75.00
Government Fees/Permits	340.00
Insurance - Commercial, D and O	4,274.00
Insurance - Special Events (Liquor Liability)	414.00
Kitchen Expenses	
Supplies	361.80
Tableware	2,505.91
Total Kitchen Expenses	2,867.71
Movie/TV Sports Night	233.79
Office Supplies & Expenses	64.41
Recycle Project	143.04
Repair & Maintenance	
Carpet Bowling Cabinet	75.88
Generator	238.01
Hall	2,872.78
Total Repair & Maintenance	3,186.67
Rural Crime Watch	60.00
Telephone, Internet	1,684.30
Training	126.00
Utilities	3,444.16
Website	204.75

	Nov '23 - Oct 24
Total Expense	26,236.17
Net Income	4,748.30

Boswell Memorial Hall**Balance Sheet**

As of 31 October 2024

5:55 PM

09/11/24

Accrual Basis

31 Oct 24**ASSETS****Current Assets****Chequing/Savings****Credit Union**

49,569.37

Tangerine

20,444.96

Total Chequing/Savings70,014.33**Accounts Receivable****Accounts Receivable**

55.00

Total Accounts Receivable55.00**Other Current Assets****Floats**

355.00

Reserve for Capital Projects

29,606.55

Total Other Current Assets29,961.55**Total Current Assets****100,030.88****Fixed Assets****Building**

104,121.43

Equipment

35,860.87

Furniture & Appliances

4,686.58

Property

107,500.00

Total Fixed Assets252,168.88**Other Assets****Credit Union Shares**

25.65

Total Other Assets25.65**TOTAL ASSETS**352,225.41**LIABILITIES****Liabilities****Current Liabilities****TOTAL LIABILITIES**0.00

January 2024 Boswell Memorial Hall 5 year Plan

1. Always be prepared with our kitchen and hall facilities to handle a 120 person gathering.
2. Since community meals are a major fund raiser for our Hall, the commercial kitchen and its supplies are very important to be upkept and renewed when necessary.
3. Continue to replace older equipment with those more environmentally efficient. (Fridges, electrical equipment, etc.)
4. Repainting of the inside of the Hall and install baffling to help reduce the echoing.
5. Continue recycling in the Hall, Earth Day with major highway cleanup and the handling of the Boswell Recycling (bottles and cans) Depot.
6. As a Muster Station, the Hall must always be ready in the case of an emergency.

Roxy Stevenson

Mark Easton

Submission Date Apr 10, 2025 4:27 PM

Date of Application: Apr 10, 2025

Which Recreation Commission are you applying to for Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial Aid on behalf of an organisation/society?

Yes

Organisation/Society Name: Riondel Golf Club Society

President/Contact Name: Roxy Stevenson

Contact Name: Mark Easton

Contact Phone Number: (250) 551-0556

Mailing Address: PO Box 125, 1298 Galena Bay Wharf Road
Riondel, BC, V0B2B0

Contact Email: markeaston14@gmail.com

Project Title: Telephone and Internet Expenses

Project Type: Operational Project

New or Continuing Project: Continuing

Amount of Financial Aid Requested (Operational): 1159.00

Project Start Date: May 15, 2025

Project End Date: Sep 30, 2025

Estimated Number of Participants: > 50

Will there be a Membership or Admission Fee? Yes

If you answered 'Yes' to the above question, how much will the Membership or Admission Fee be? 630.00

Brief Description of Project: This request is to cover the costs of our office internet and telephone services, which are vital and necessary for the operation of a golf course. Our course has over 90 annual members from the local area, most of whom are retired seniors. We also have a large number of green fee players - some are visitors to the area, campers, or locals that don't wish to play often.

Project Location: Riondel, BC at the Riondel Golf Course

Please provide a brief bio/credentials of the main project leader(s): Mark Easton is the Treasurer of the Riondel Golf Club Society and is a retired Civil Engineer / Project Manager.

What is the purpose and goal(s) of the project? To assist with ongoing overhead expenses for running the golf course operations. This funding would cover most of our telephone and internet expenses and will assist our non-profit organization to realize some revenue at year's end to help fund future purchases of mower equipment and carts.

How does this support and help to develop the local economy or add value to the community? Our golf course provide a tourist attraction to Riondel for people who want to play golf and have other activities to do while they are camping in the area. It also provides a source of recreation for our local residents, most of whom are retired seniors. This is beneficial to the health and wellbeing of our local residents.

Does this project compete with already established groups or businesses? No

Will this proposed activity/project be advertised and if so, how? Our golf course it advertised in many locations, but this project for telephone and internet expenses will not be advertised.

How will support from the Recreation Commission be recognised? We post a list of donors at the clubhouse. The golf course also has a large fence that donor's signs are mounted on for advertising. We could put up an RDCK logo or sign, if you wish. Please provide a sign of your choice and we will add it to our fence.

Do you have a partner for this project? No

Have you accessed other funds for this project? Not for the telephone and internet costs. We are applying for grants for assistance with our Irrigation Waterline Project to help fund installation of water pumps in the lake to supply irrigation water to the golf course instead of purchasing the potable water from the Town of Riondel water supply.

REVENUE:

Budget	Description

	Budget	Description
Recreation Grant Funds	1159.0 0	for telephone and internet expenses
Donations		
Organisation's Contributions		
Incoming Revenues		
Fundraising		
Other Grants		
Other		
Other		
Other		
Other		
Other		
TOTAL REVENUE	1159.0 0	

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria		
Office Expenses*		
Facility Rentals		
Equipment/Supplies		
Advertising/Marketing		
Other*	869.0 0	telephone expenses
Other*	290.0 0	Riondel Cable internet expenses
Other*		
Other*		
Other*		
TOTAL EXPENDITURES	1159.0 0	
TOTAL REVENUE - EXPENDITURES	0.00	

1. List of Executive Officers for your Organisation/Society, if applicable.



Board of Directors 2024.pdf
412.98 KB

2. Copy of your Organisation/Society's AGM minutes, if applicable.



AGM May 25 2024.pdf
930.96 KB

3. Copy of your Organisation/Society's latest fiscal financial statement, if applicable.



Profit and Loss 2024 with comparison.pdf
1.24 MB

4. Copy of your Organisation/Society's Five (5) Year Financial Plan, if applicable.



Five Year Financial Plan 2025.pdf
420.78 KB

7. List of other organisations or businesses that support your idea, and attach any letters of support.



Letter of Support RDCK Jan 2021.pdf
180.04 KB



Letter of Support RCOM.pdf
591.63 KB

I Acknowledge That:

I have read, understood the above and consent to the information herein provided.

Authorised Signature:

Mark Easton

Date Signed:

Apr 10, 2025

Get Page URL

<https://rdck.jotform.com/210174658170049>

Email

recreationgrants@rdck.bc.ca

Riondel Golf Club Society

Board of Directors

December 31, 2023

<u>Directors:</u>	<u>Board Position:</u>	<u>Home Address:</u>	<u>Email & Phone:</u>
Roxy Stevenson	President	1613 Ainsworth Avenue, Box 182 Riondel, BC V0B 2B0	stevensonroxy5@gmail.com 250-225-1920
Lynne Cranna	Secretary	1518 Russel Road, Box 9 Riondel, BC V0B 2B0	dlcranna@gmail.ca 250-320-2723
Mark Easton	Treasurer	16302 Crawford Creek Rd, Box 258 Crawford Bay, BC V0B 1E0	markeaston14@gmail.com 250-551-0556
Barry Hughson	Director	1410 Eastman Ave, Box 223 Riondel, BC V0B 2B0	barryh@bluebell.ca 250-225-1938
Kim James	Director	1533 Ainsworth Ave, Box 164 Riondel, BC V0B 2B0	kjames121958@gmail.com 250-231-8530

RIONDEL GOLF COURSE - AGM May 25, 2024

Meeting began 1:00pm with 12 in attendance

Minutes were read by Lynne and adopted by Barry and 2nd by Kim

PRESIDENTS REPORT:

.Mike has done a great job with our Facebook Page and member info. And always, a big thank you to Lee & Marvin for making our course beautiful.

.Geese Issue, they are pecking the heck out of the green on #1 and #9

.7 T'box is done with some finishing touches left to complete

.Gas was stolen again over the winter but we now have 4 cameras covering that area, clubhouse & cart areas

.we currently have 81 paid members with new people moving into the area with golf clubs

.Lynn Armstrong donates each year and this year we were chosen for advertising in Go & Do. Big thanks for that and a mention on our Facebook page.

.Advertising on the fence looks great with added signage. \$25/mos or \$100 for the season.

.11 reciprocal golf courses to play as members. Check with Mike to validate & book on your behalf if necessary. 250-225-3584

.Water Bill \$16,500 and minimum wage up to \$17.40

FINANCIAL REPORT:

.We accumulate our profits for continual upgrades of our course equipment and the installation of our plans to pull water from the lake

.RDCK usually gives us grant money to cover our costs for telephone & internet. Cost \$1100+ grant \$975. Always appreciated.

.Most grants applied for will not consider our request until we have a confirmed approval for our water license.

.Nelson & District Credit Union provided us with \$2000/grant which Mark will use for supplies as he will be drawing up the plans for the anticipated water irrigation

.As of late, our license is now in the hands of a senior official so we anticipate a formal approval any day now. (Fingers crossed).

NEW BUSINESS:

.Roxy has offered free golf lessons with everything needed for any ladies interested in learning golf.

.Kids play free Monday, Tuesday. Wednesday after 2pm with a paid member or player

.Feedback on mowing the front of greens 4 & 6, well received.

.markers or roped off area on #6 to keep carts to the left of the green

.markers or roped off area on #7 to keep carts to the left of the fairway up to the green

.all carts must be at least 20 feet from the greens, 30 feet is standard

.work bee to clean up flower beds, bush debris etc planned but time and date to be determined

.we were asked if we would like to sell hotdogs at the Flea market Aug 3/24 or host a mini golf tournament and no one stepped up so we declined the request.

.should we have YRB spray the parking lot and area to keep the dust down. Cost unknown at this time to proceed.

Meeting adjourned at 11:33am. Barry motioned and Vic approved.

Riondel Golf Club

Profit and Loss

January - December 2024

	TOTAL	
	JAN - DEC. 2024	JAN - DEC. 2023 (PY)
INCOME		
daily sales	0.00	
Donations	27,104.80	307.00
Golf Income		
Cart Storage		0.00
Discount Income	0.00	-653.05
Green Fees	63,454.93	57,562.49
10 Game Passes	0.00	6,685.74
Honor Box	9,903.33	8,011.12
Twilight Fee	0.00	933.43
Total Green Fees	73,358.26	73,192.78
Memberships	52,174.86	45,689.72
Rentals		
Cart Rental	15,811.78	15,622.55
Club Rental		48.57
Track Fee	1,547.50	0.00
Total Rentals	17,359.28	15,671.12
Sutcliffe Golf fees	1,698.97	946.69
Tournament income		3,107.62
Total Golf Income	144,591.37	137,954.88
Golf Shop Income		
Confection Sales	3,210.72	4,181.53
Merchandise Sales	5,576.81	7,961.71
Total Golf Shop Income	8,787.53	12,143.24
Other Income	333.34	
Grants		3,758.33
GST ITC		636.13
PST Commission	180.36	148.30
Total Other Income	513.70	4,542.76
Sales	0.00	-5,582.46
Sales of Product Income	0.00	0.00
Total Income	\$180,997.40	\$149,365.42
COST OF GOODS SOLD		
Cost of Goods Sold (Clubhouse)	4,060.50	375.49
Confectionery Purchases	1,247.59	577.93
Food & Beverage Purchases	439.35	1,490.31
Freight	780.98	268.73
Merchandise Purchases	146.52	293.78
cost of goods sold	73.40	
Total Merchandise Purchases	219.92	293.78
Total Cost of Goods Sold (Clubhouse)	6,748.34	3,006.24
Total Cost of Goods Sold	\$6,748.34	\$3,006.24
GROSS PROFIT	\$174,249.06	\$146,359.18

Riondel Golf Club

Profit and Loss

January - December 2024

	TOTAL	
	JAN - DEC. 2024	JAN - DEC. 2023 (PY)
EXPENSES		
Advertising and Promotion	1,132.71	29.12
Annual Society Report		40.00
Atalanta Lease	3,000.00	9,565.19
Variable	6,816.54	
Total Atalanta Lease	9,816.54	9,565.19
Automobile Expense	211.55	
Bank Service Charges	129.67	54.94
Buildings		
Repair & Maintenance	1,337.35	1,392.77
Total Buildings	1,337.35	1,392.77
Cash Over/Short	1.16	-0.04
Computer and Internet Expenses	296.17	277.06
Golf Equipment		
Golf Cart Repair & Main.	2,685.44	250.13
Total Golf Equipment	2,685.44	250.13
Grounds Expenses	4,204.79	7,189.15
Equipment maintenance	6,365.16	4,792.74
Equipment purchase	1,057.01	
Gardens	160.00	
Gas & Oil	5,403.14	4,523.28
Grounds improvements & projects	810.00	
Grounds Maintenance	915.63	2,639.79
Seed & fertilizer	2,754.83	2,695.76
Shipping Costs	68.97	
Supplies	233.10	0.00
Total Grounds Expenses	21,972.63	21,840.72
Insurance	4,297.00	3,506.25
Worksafe		435.86
Total Insurance	4,297.00	3,942.11
Insurance Expense	10.00	
Interest Expense	90.96	
Office & Administration	233.80	
Cash Over/Short	4.75	
Contract- Bookkeeping	2,582.00	2,283.00
Course Supplies	637.35	1,242.39
Janitorial supplies cost	56.70	121.38
Licenses and Permits	212.50	78.12
Office Supplies	1,409.74	1,195.96
Postage and Delivery	19.80	9.20
Washroom Supplies	181.89	
Total Office & Administration	5,338.53	4,930.05

Riondel Golf Club

Profit and Loss

January - December 2024

	TOTAL	
	JAN - DEC. 2024	JAN - DEC. 2023 (PY)
Payroll Expenses		
Taxes	3,634.70	3,242.50
Wages	66,747.58	64,527.59
Total Payroll Expenses	70,382.28	67,770.09
Professional Fees	3,840.40	546.00
Square Fees	1,471.76	2,048.77
Teck Metals Ltd Lease	100.00	100.00
Tournament expenses	58.85	63.61
Utilities	1,456.52	290.10
Power		1,441.54
Telephone	869.22	872.64
Water	18,161.00	15,575.00
Total Utilities	20,486.74	18,179.28
Worksafe		406.52
Total Expenses	\$143,659.74	\$131,436.32
OTHER INCOME		
Interest Income	95.20	
Total Other Income	\$95.20	\$0.00
PROFIT	\$30,684.52	\$14,922.86

Riondel Golf Club Society

Five Year Financial Plan

2025-04-10

2025 Golf Season		Amount
Beginning Bank Balance		81,018.00
Income	150,000.00	
Grants	25,000.00	
Expenses	144,000.00	
Net Profit / Loss	31,000.00	31,000.00
Capital Expenditures planned	Engineering Consultant	-15,000.00
End Bank Balance		97,018.00
2026 Golf Season		Amount
Beginning Bank Balance		97,018.00
Income	160,000.00	
Grants	25,000.00	
Expenses	150,000.00	
Net Profit / Loss	35,000.00	35,000.00
Capital Expenditures planned	waterline contractor	-60,000.00
End Bank Balance		72,018.00
2027 Golf Season		Amount
Beginning Bank Balance		72,018.00
Income	165,000.00	
Grants	25,000.00	
Expenses	155,000.00	
Net Profit / Loss	35,000.00	35,000.00
Capital Expenditures planned	water pumps	-40,000.00
End Bank Balance		67,018.00
2028 Golf Season		Amount
Beginning Bank Balance		67,018.00
Income	175,000.00	
Grants	25,000.00	
Expenses	160,000.00	
Net Profit / Loss	40,000.00	40,000.00
Capital Expenditures planned	water system controls	-30,000.00
End Bank Balance		77,018.00
2029 Golf Season		Amount
Beginning Bank Balance		77,018.00
Income	180,000.00	
Grants	20,000.00	
Expenses	150,000.00	
Net Profit / Loss	50,000.00	50,000.00
Capital Expenditures planned	Purchase mower	-50,000.00
End Bank Balance		77,018.00



Garry Jackman
Director of Electoral Area A

File No. [File No.]

January 10, 2021

Grant reviewing officer

To whom it may concern:

RE: Support for Independent Water Supply for Riondel Community Golf Course Irrigation System

The unincorporated community of Riondel, BC is located in the northerly portion of Electoral Area A, Wynndel/East Shore Kootenay Lake, within the Regional District of Central Kootenays. The community has long had a central water collection, storage and distribution system serving some 200 local residences along with a handful of small businesses, the local community campground and the Riondel Community Golf Course.

For years the system had minimal water treatment consisting of chlorination and some potential for settlement of turbidity in the water storage tank. The 550,000 liters water storage tank allowed a free flow of water from the two creek fed system intakes to the distribution system with the objective of the chlorination rate being adjusted as volumes fluctuated and the storage tank providing the majority of the required chlorine contact time.

This system operated in this manner for several decades, but as of the early 2000's, in light of changing water treatment standards and pressure from the Interior Health Authority, the system came under increasing pressure to upgrade its treatment. A new water treatment plant which provides filtration and disinfection to modern drinking water standards was commissioned around 2014, resulting in restrictions to the total volume of water available to meet peak demands due to the top end of the treatment plant capacity.

The local campground (domestic consumption by visitors) and golf course (irrigation system plus domestic consumption at the clubhouse) were factored into the treatment system design recognizing that in addition to domestic water conservation restrictions being imposed seasonally that the irrigation system would also need to be idled from time to time to ensure domestic needs were met along with minimum volumes being kept in reserve for fire flows. The community population fluctuates annually, with many seasonal residents only using their residences during the hotter summer months which overlap with the irrigation season. In some seasons the average daily volume consumed by the golf course irrigation system was more than 20% of the total community use, with the golf course demanding up to a third of the peak daily flow.

In addition to placing a strain on the domestic and emergency water supply, the golf course irrigation system also increases the annual cost of treating water (chemically treated water being sprinkled onto grass) and accelerates the deterioration of the filtration membranes. The need to eventually separate the irrigation system from the rest of the community has long been recognized and is finally beginning to take shape under the stewardship of the Riondel Golf Society volunteer executive with a thoughtfully phased project plan.

As RDCK Director for the Area, I fully support the efforts of the Riondel Golf Society to create an independent water supply for their irrigation system. I also plan to recommend to the RDCK Board a grant for portions of the eligible project costs from the Electoral Area A Community Works funding allocation once the eligibility is confirmed and the appropriate application forms are completed by the society. Note that final approval of any RDCK funding is subject to RDCK Board approval. I ask that your organization also assist the Riondel Golf Society with this environmentally sound project which will leave them in a position to sustain a valued recreational facility and economic driver for the community while relieving the pressures on the RDCK water treatment system.

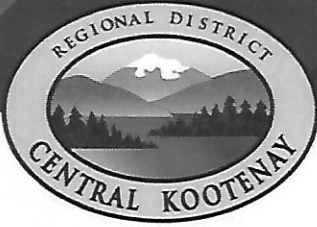
Sincerely,



Garry Jackman
RDCK Director Area A – Wynndel/East Shore Kootenay Lake

gj/gj

cc: Angela Lund – RDCK Deputy Corporate Officer
Uli Wolf – General Manager RDCK Environmental Services
Riondel Commission of Management
Mark Easton – Riondel Golf Society



Riondel Commission of Management
Electoral Area A

October 27, 2020

To Mark Easton,

RE: Support for Independent Water Supply for Golf Course

The possibility of moving the Riondel Golf Course irrigation off of its current reliance on the town's water system has been examined several times over more than a decade. Alternatives have been discussed, but to date lack of funding and other obstacles have maintained the unsatisfactory status quo. Due to the relatively small size of Riondel's Water Treatment Plant, having to provide irrigation for the golf course during the summer months strains the capacity of our water system. Not to mention the extra wear and tear on the filtration system, and the impracticality of using treated water for golf course irrigation.

As much as 25% of the water usage in peak summer months can be attributed to the golf course. To avoid critical shortages, constant monitoring is necessary, adding extra costs to the system. Were the golf course to acquire an independent water supply for irrigation, the past difficulties Riondel residents have experienced with severe watering restrictions and boil water notices would be minimized, if not entirely.

The Riondel Commission of Management wholeheartedly supports any initiative to correct a situation that has challenged maintenance staff and residents for far too long. The Commissioners are pleased that the managers of the Riondel Golf Course have been working hard to develop an alternative water source that will very significantly reduce peak demands on Riondel's water treatment system for years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Panio", with a stylized flourish at the end.

Gerald Panio,
Commission Chair

President Tom Lymbery

Janet Schwieger

Submitter

Gray Creek Hall

Submission Date

Apr 8, 2025 5:21 PM

Date of Application:

Apr 8, 2025

Which Recreation Commission
are you applying to for
Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial
Aid on behalf of an
organisation/society?

Yes

Organisation/Society Name:

Gray Creek Hall Society

President/Contact Name:

President Tom Lymbery

Contact Name:

Janet Schwieger

Contact Phone Number:

(250) 227-9201

Mailing Address:

Box 4
Gray Creek, BC, V0B 1S0

Contact Email:

graycreekhall@gmail.com

Project Title:

Recreation programs, grounds and beach maintenance help with fixed costs

Project Type:

Operational Project

New or Continuing Project:

Continuing

Amount of Financial Aid
Requested (Operational):

3000.00

Project Start Date: Jan 1, 2025

Project End Date: Dec 31, 2025

Estimated Number of Participants: > 50

Will there be a Membership or Admission Fee? Yes

Brief Description of Project: The hall is used extensively by many community groups year round, and most pay a \$20 initial booking fee plus \$20-30 rent per time. Our 3-day Wedding bookings are now 20\$ booking plus 2600. rent. We need help with propane heat and electrical costs, R&M plus the two stipends for cleaning and booking. The grounds and beach are also used all summer by the public, so we maintain the picnic areas, grounds and outhouses and manage up to 5 wedding rentals each summer vs community beach use.

Project Location: Gray Creek Hall

Please provide a brief bio/credentials of the main project leader(s): Janet Schwieger is the treasurer of the Hall Society and has been since 1987. we have a full board of 11 directors, half of which are active Hall helpers.

What is the purpose and goal(s) of the project? If we receive help with our hard costs, we can keep the Hall open to the many groups who want to use it.

How does this support and help to develop the local economy or add value to the community? Weekly Tuesday singers include people from the whole east shore, and they perform for other community events. as do Hexagon Players. Youth groups use the hall, local fine arts and music rehearsals. and performances. Along with a variety of workshops, all of which enrich our community. Also private rentals like weddings add a significant economic benefit to East Shore accommodations, services and restaurants.

Does this project compete with already established groups or businesses? No

Will this proposed activity/project be advertised and if so, how? All of the activities are included on the Hall facebook page, posters and other places along the East Shore.

How will support from the Recreation Commission be recognised? We acknowledge grants and main donators on our Facebook page, and sometimes articles in the Mainstreet. We have a large following on Facebook. We also email out to many of our Gray creek residents from time to time.

Do you have a partner for this project? No

Have you accessed other funds for this project? We also use Hall funds from wedding and larger rentals. We allow 5 weddings a year at the Hall which can vary year to year. Note the budget is for running the hall and grounds, and does not include possible special projects.

REVENUE:

	Budget	Description
Recreation Grant Funds	3000	

	Budget	Description
Donations	1300	
Organisation's Contributions		
Incoming Revenues	14000	Rent
Fundraising	300	
Other Grants		
Other	less reserve - 5540	
Other		
Other		
Other		
Other		
TOTAL REVENUE	13260	

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria	2400 + 2400 = 4800	booking stipend and cleaner
Office Expenses*	130	fees
Facility Rentals	600	Internet
Equipment/Supplies	1400	Water system R&M and fees
Advertising/Marketing		
Other*	3000	R&M
Other*	1100	Insurance
Other*	230	Website
Other*	800	Propane heat
Other*	1200	Hydro
TOTAL EXPENDITURES	13260	
TOTAL REVENUE - EXPENDITURES	0	

1. List of Executive Officers for your Organisation/Society, if applicable.



Directors 2025.pdf
30.29 KB

2. Copy of your Organisation/Society's AGM minutes, if applicable.



2024 June 18.pdf
42.84 KB

3. Copy of your Organisation/Society's latest fiscal financial statement, if applicable.



Financials Dec 31 2024.pdf
277.38 KB

4. Copy of your
Organisation/Society's Five (5)
Year Financial Plan, if applicable.



5 year plan 2025-2029.pdf
41.24 KB

I Acknowledge That:

I have read, understood the above and consent to the information
herein provided.

Authorised Signature:

A handwritten signature in black ink, appearing to read 'Janet Schwieger', with a long horizontal flourish extending to the right.

Date Signed:

Apr 8, 2025

Full Name:

Janet Schwieger

Get Page URL

<https://rdck.jotform.com/210174658170049>

Email

recreationgrants@rdck.bc.ca

Gray Creek Hall Society
Directors – 2025

Tom Lymbery, President
Janet Schwieger, secretary, treasurer
Christina DePape, Vice President
Bonnie Schutter
Brigitte Picard
Jan Schulze
Joanne Stobbe
Michelle Moss
David Johnston
Jetta Heinen
Dallas Stobbe

Gray Creek Hall AGM and Meeting Minutes - June 18, 2024 at 4pm.

Attending: Brigitte Picard, Christina Depape, Stephen Albrechtson, Michella Moss, Joanne Stobbe, Janet Schwieger, Jan Schulze, Jetta Heinen

Missing directors: Ellie Reynolds, Tom Lymbery, David Johnston, Bonnie Schutter

Vice Chairman Stephen A. called the meeting to order.

AGM part:

Janet presented the 2023 financial statements via email earlier, and to the meeting. Christina moves they be accepted, Jan seconds, all in favour. Carried.

Ellie Reynolds emailed her resignation, which was accepted, but we hope when her time permits in the future, she joins the board again.

Janet nominated Jetta Heinen as Director, all in favour, carried

All other directors present remain.

2024 Directors:

Chairman Tom Lymbery

Vice Chairman Stephen Albrechtson

Secretary/treasurer Janet Schwieger

Directors at large: Michella Moss, Bonnie Schutter, David Johnston, Brigitte Picard, Christina Depape, Jetta Heinen, Joanne Stobbe, Jan Schulze.

Joanne moved the AGM portion adjourned, 2nd by Christina

Minutes – As everyone had received the minutes via email, we agreed that they would stand as presented.

Treasurers Report:

Janet advised that there is currently 3434.11 in the Chequing account, 2013.72 Reserve in the savings account plus 10,000 reserve in term deposit, 616.10 in the Little Log fund, and -15.22 in the Windows fund = 16048.71. Plus prepaid rents of \$9700 for 2024 bookings and 4200 prepaid damage deposits. Total funds held in bank: 29948.71.

That to date in 2024 our revenues are: \$1325.00 rent, \$400 booking fees, \$2500 for Rec 9 grants, \$619.29 donation box, 14.23 misc = a total income of \$4858.62 to June 18. Expenses total \$5257.83.

Motion to accept treasurers report by Stephen, seconded by Michelle, all in favour – carried.

New Business:

Chalkboards – Brigitte had the idea of removing the north wall chalkboard, replacing it with possibly nice plywood. We agree with the idea, and Rob and Stephen will take on the project. Painting the chalkboard was also discussed, with a few repairs needed first. Green or black paint? We voted and green paint was the unanimous winner. Janet will order it, two quarts. Jetta offered to do the job.

Pictures – the photos high up on the wall were discussed as we want to include other Hall people, like the builders of the hall, Johnny Oliver, Tom, etc. That a subcommittee of Christina, Brigitte and Janet will form to analyze and plan the project further and report back to the directors. Janet advised that the Historical Society is working on a more complete list of local WWI men, which will include photos of local men who enlisted.

ESIS – fibre optic cable landing site. The hall received the following email:

Kaslo infoNet Society is working with ESIS and the RDCK to provide fibre optic internet service down the east shore of Kootenay Lake, from Johnsons Landing to just south of Boswell.

This is a large, multi-year project that begins with constructing the submarine fibre optic backbone, laid on the floor of Kootenay Lake itself. This lake fibre backbone will land at multiple points to allow us to eventually provide last-mile internet service to communities and developments along the way.

The fibre optic cable going into the lake will be installed in a trench to the low water line, encased in a flexible iron pipe. This pipe extends another 10-20m into the lake from the low water mark, to reach a safe depth. The trench necessary is quite narrow, approximately 1 ft wide by 2 ft deep. This trench is filled in and restored to normal when we are finished.

One of the locations we've identified as an excellent landing site is at the Gray Creek Hall. In exchange for landing permission, we would offer the Hall free service and wifi, and eventually fibre service for the community would be extended from this location.

I'd be happy to answer any questions you may have about the project, KiN, or the impact this might have on the Hall or community. Please let me know when a good time to speak would be.
Thank you, Isaac Maxfield, Executive Director, Kaslo infoNet Society, 250.353.8847

The request was discussed, that we need to know more about what infrastructure they would need at our site, ie a shed, if so where? Stephen will be the liaison person and ask if they could send a rep to discuss it with us. That Janet will help Stephen draft a reply to the email. Jan says that fibre optic may still have issues reaching places.

Trees: Given the tree that fell in the most recent windstorm that nearly damaged the hall, we need to analyze the nearby trees to see if they have problems. We can ask a specialist for help with this. We discussed removing the Lombardy poplars as they are too close to the terrace and are looking somewhat straggly.

Kayak rack – There is now a kayak rack built on the side of Little Log cabin, that would hold three kayaks. Much discussion as to who, what length of time, price and how to decide.

Ideas: a minimum donation of \$60 for three months, or \$20 a month.

Could be advertised via community letter, or facebook and could be first come first served.

Ideally for year-round residents living well away from the lake. Christina offered to write a sample letter to people. Janet worried that with the 92 email local addresses she has, we could get a flood of replies. Facebook? Or could we hand pick those who showed interest earlier?

Stephen adjourned the meeting at 6 pm.

Gray Creek Hall Society

Balance Sheet As at 12/31/2024

ASSET

Current Assets

Cash	0.00	
Hall Fund - General	2,294.49	
Savings Acct #1	7,028.72	
Windows Fund	0.00	
Little Log Cabin funds held	616.10	
Term Deposit - reserve	10,000.00	
Hall Funds		19,939.31
Savings #2 Prepaid rent - 2025	11,209.54	
Prepaid rent 2025	0.00	
Prepaid rent and deposits held		11,209.54
Total in Bank		31,148.85

Other

Shares - Credit Union	123.71	
Accounts Receivable - TAPS f...	180.00	
Damage Deposits, receivable	5,000.00	
Total Receivables		5,303.71
Total Current Assets		5,303.71

Long Term Assets

Land Costs - right of way	2,467.75	
Little Log Cabin	6,648.92	
Security Deposit held - Breakw...	1,000.00	
Total Long Term Assets		10,116.67
Total Long term Assets		10,116.67

TOTAL ASSET 46,569.23

LIABILITY

Current Liabilities

Accounts Payable	346.43	
Prepaid rent unearned	11,200.00	
Damage Deposits coming	5,000.00	
Total Current Liabilities		16,546.43

TOTAL LIABILITY 16,546.43

EQUITY

Earnings

Retained Earnings	26,688.40	
Current Earnings	3,334.40	
Total Equity		30,022.80

TOTAL EQUITY 30,022.80

LIABILITIES AND EQUITY 46,569.23

Printed On: 04/08/2025

Gray Creek Hall Society

Comparative Income Statement

	Actual 01/01/2024 to 12/31/2024	Actual 01/01/2023 to 12/31/2023	Difference
REVENUE			
HALL Revenues			
Rent Revenue	12,694.55	11,535.00	1,159.55
Security deposits taken	280.00	0.00	280.00
Booking Fee	910.00	740.00	170.00
Fund Raisers	118.00	167.00	-49.00
Private Donations, for Windows	0.00	2,150.00	-2,150.00
Grants to Hall	2,500.00	3,850.00	-1,350.00
Donation Box	950.34	1,264.90	-314.56
Donations to Hall, misc	1,055.00	1,670.00	-615.00
Bank Interest	321.79	27.68	294.11
Total Hall Revenues	18,829.68	21,404.58	-2,574.90
TOTAL REVENUE	18,829.68	21,404.58	-2,574.90
EXPENSE			
HALL Expenses			
Repair and Maintenance	3,950.47	2,355.56	1,594.91
Water system maintenance	1,231.44	1,353.00	-121.56
Website	220.50	135.00	85.50
Hydro	1,188.10	1,089.03	99.07
Propane fees & fillups	777.95	660.13	117.82
Bank Charges	24.00	25.00	-1.00
Insurance	1,084.00	1,063.00	21.00
Upgrading Projects - Windows/...	726.53	8,569.99	-7,843.46
Fees and Dues	133.07	83.75	49.32
Cleaning Fee - Hall Paid	1,925.00	1,746.00	179.00
Miscellaneous - Hall	365.93	0.00	365.93
Booking Fee Stipend	2,400.00	1,700.00	700.00
Donations Out	900.00	900.00	0.00
Internet	568.29	509.51	58.78
TOTAL Hall Expenses	15,495.28	20,189.97	-4,694.69
TOTAL EXPENSE	15,495.28	20,189.97	-4,694.69
NET INCOME	3,334.40	1,214.61	2,119.79

Gray Creek Hall Society 5 year plan for operations.

Revenues:	Rentals	Donations	Fund Raising	Rec 9	Ttl Revenues	less reserve	total				
2025	14000	1500	300	3000	18800	-5540	13260				
2026	14000	1500	300	3000	18800	-5440	13360				
2027	14000	1500	300	3000	18800	-5440	13360				
2028	14000	1500	300	3000	18800	-5440	13360				
2029	14000	1500	300	3000	18800	-5440	13360				
Expenses:	R&M	Fees	Insurance	Internet	Water System	Website	Propane	Booking fee	Cleaner	Hydro	total
2025	3000	130	1100	600	1400	230	800	2400	2400	1200	13260
2026	3000	130	1200	600	1400	230	800	2400	2400	1200	13360
2027	3000	130	1200	600	1400	230	800	2400	2400	1200	13360
2028	3000	130	1200	600	1400	230	800	2400	2400	1200	13360
2029	3000	130	1200	600	1400	230	800	2400	2400	1200	13360

Chris Hamilton

Paula Bailly

Submission Date Apr 10, 2025 9:15 PM

Date of Application: Apr 10, 2025

Which Recreation Commission are you applying to for Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial Aid on behalf of an organisation/society?

Yes

Organisation/Society Name: EastShore Circle of Friends Society

President/Contact Name: Chris Hamilton

Contact Name: Paula Bailly

Contact Phone Number: (250) 225-3375

Mailing Address: 235 Fowler Street, PO Box 105
Riondel, BC, V0B 2B0

Contact Email: circle@bluebell.ca

Project Title: Insurance for 2025-2026

Project Type: Operational Project

New or Continuing Project: Continuing

Amount of Financial Aid Requested (Operational): 800.00

Project Start Date: Apr 1, 2025

Project End Date: Mar 31, 2026

Estimated Number of Participants: > 50

Will there be a Membership or Admission Fee? No

Brief Description of Project: The EastShore Circle of Friends Society operates a weekly Thrift Store, Community Market and self-serve Coffee & Tea bar -- which are managed entirely by our volunteer members. Our income covers our basic operating costs, the insurance grant enables us to plan for needed improvements to develop and sustain this growing operation.

Project Location: 235 Fowler Street, Riondel, BC

Please provide a brief bio/credentials of the main project leader(s): Chris Hamilton - Chair and Financial Manager
Shirley Wyngaard - Vice-Chair and Artist, Arts & Education Council background
Paula Bailly - Secretary, Administrative background
Julie March - Director, Merchandising background
Kurtis Staven - Director, Local Artisan, Vending & Merchandising background

What is the purpose and goal(s) of the project? Liability coverage for the Thrift Shop, Community Market and Coffee/Tea Bar

How does this support and help to develop the local economy or add value to the community? The Circle's Coffee & Tea bar is a definite draw -- people come in for a coffee and to socialize and then stay to check out the Thrift Store and the Vendors. The Thrift Store carries quality household goods and clothing which are donated for resale. This helps to keep local resources within our community. The Community Market supports and promotes local vendors and artisans by providing a weekly venue for them.

Does this project compete with already established groups or businesses? No

Will this proposed activity/project be advertised and if so, how? Yes - there are weekly postings on Facebook and social media, posters are also put upon local bulletin boards.

How will support from the Recreation Commission be recognised? We will post a thank you in our Thrift Shop and on social media.

Do you have a partner for this project? No

Have you accessed other funds for this project? No

REVENUE:

	Budget	Description
Recreation Grant Funds	800.00	Liability insurance
Donations		
Organisation's Contributions		
Incoming Revenues		
Fundraising		

	Budget	Description
Other Grants		
Other		
Other		
Other		
Other		
Other		
TOTAL REVENUE	800.00	Liability Insurance

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria		
Office Expenses*		
Facility Rentals		
Equipment/Supplies		
Advertising/Marketing		
Other*	800.00	Liability Insurance
Other*		
Other*		
Other*		
Other*		
TOTAL EXPENDITURES		
TOTAL REVENUE - EXPENDITURES	800.00	Liability Insurance

1. List of Executive Officers for your Organisation/Society, if applicable.



Circle - April 2025 Bd Members.pdf
38.34 KB

3. Copy of your Organisation/Society's latest fiscal financial statement, if applicable.



Circle Bal Sheet Feb 28 2025.pdf
31.98 KB



Circle P&L April 2024 - Feb 2025.pdf
33.47 KB

I Acknowledge That:

I have read, understood the above and consent to the information herein provided.

Authorised Signature:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Date Signed: Apr 10, 2025

Get Page URL <https://rdck.jotform.com/210174658170049>

Email recreationgrants@rdck.bc.ca



April 2025

EastShore Circle of Friends Society – Board Members

Christine Hamilton – Chair & Treasurer

Shirley Wyngaard – Vice-Chair

Paula Bailly - Secretary

Julie March – Director

Kurtis Staven - Director

Eastshore Circle of Friends Society
Balance Sheet
As of 28 February 2025

	28 Feb 25
ASSETS	
Current Assets	
Chequing/Savings	
Nelson District Credit Union	6,150.88
Float	150.00
Total Chequing/Savings	6,300.88
Total Current Assets	6,300.88
TOTAL ASSETS	6,300.88
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	845.05
Total Accounts Payable	845.05
Total Current Liabilities	845.05
Total Liabilities	845.05
Equity	
Opening Balance Equity	2,882.96
Net Income	2,572.87
Total Equity	5,455.83
TOTAL LIABILITIES & EQUITY	6,300.88

7:00 PM

2025-03-31

Accrual Basis

Eastshore Circle of Friends Society

Profit & Loss

April 2024 through February 2025

	Apr '24 - Feb 25
Ordinary Income/Expense	
Income	
Direct Public Support	
Donations	100.00
Total Direct Public Support	100.00
Grants	
RDCK Grant	1,292.50
Total Grants	1,292.50
Investments	
Interest-Savings, Short-term CD	10.46
Total Investments	10.46
Program Income	
Market Fees	1,455.35
Thrift Store Sales	4,827.23
Total Program Income	6,282.58
Total Income	7,685.54
Expense	
Contract Services & Fees	
Society Fees	40.00
Total Contract Services & Fees	40.00
Facilities and Equipment	
Property Insurance	785.00
Rent, Parking, Utilities	805.05
Small Equipment	2,071.83
Total Facilities and Equipment	3,661.88
Operations	
Bank Charges	36.21
Internet	100.00
Supplies	1,274.58
Total Operations	1,410.79
Total Expense	5,112.67
Net Ordinary Income	2,572.87
Net Income	2,572.87

contact: Janet Schwieger

Janet Schwieger

Submitter

Gray Creek Hall

Submission Date

Apr 4, 2025 2:13 PM

Date of Application:

Apr 4, 2025

Which Recreation Commission
are you applying to for
Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial
Aid on behalf of an
organisation/society?

Yes

Organisation/Society Name:

Gray Creek Historical Society

President/Contact Name:

contact: Janet Schwieger

Contact Name:

Janet Schwieger

Contact Phone Number:

(250) 227-9201

Mailing Address:

Box 4
Gray Creek, BC, V0B 1S0

Contact Email:

gchistormembership@gmail.com

Project Title:

Museum Week and archives

Project Type:

Operational Project

New or Continuing Project:

New

Amount of Financial Aid
Requested (Operational):

600.00

Project Start Date: Jan 1, 2025

Project End Date: Dec 31, 2025

Estimated Number of Participants: > 50

Will there be a Membership or Admission Fee? Yes

If you answered 'Yes' to the above question, how much will the Membership or Admission Fee be? 10.00

Brief Description of Project: We collect and preserved archive materials for Gray Creek, and some of the East Shore year round. We respond to a number of queries from the public, and will show off exhibits of many materials at a week long Museum at Gray Creek Hall in July 28-Aug 3.

Project Location: Gray Creek Hall

Please provide a brief bio/credentials of the main project leader(s): Janet Schwieger is a founding director of Gray Creek Historical Society since 2002, as well Frances Roback is our main archivist and has an extensive background in Museum work with her career at Glenbow Museum in Calgary.

What is the purpose and goal(s) of the project? Primarily at Museum Week we show off much of our collection to the public. We will keep the hall open daily for people to come and enjoy the historical building itself.

How does this support and help to develop the local economy or add value to the community? Value is of sharing collected stories of Gray Creek through exhibits. We used to do a 4-day Museum before Covid, took a break and now in 2025 will start up again, for a weeklong event.

Does this project compete with already established groups or businesses? No

Will this proposed activity/project be advertised and if so, how? a number of facebook pages, posters, notice out to our extensive mailing list, and Mainstreet ads.

How will support from the Recreation Commission be recognised? We will acknowledge Rec 9 assistance in the above places.

Do you have a partner for this project? Other

If you selected 'Yes' or 'Other', please provide further details: We have invited Riodel Historical Association to add a display. We also collect and display items about Gray Creek Hall Society.

Have you accessed other funds for this project? Just our own funds.

REVENUE:

	Budget	Description
Recreation Grant Funds	600.00	Rec 9
Donations	200.00	received at Museum days

	Budget	Description
Organisation's Contributions	200.00	Society funds
Incoming Revenues		
Fundraising		
Other Grants		
Other		
Other		
Other		
Other		
Other		
TOTAL REVENUE	1000.00	

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria		
Office Expenses*	200.00	Paper, tape, other
Facility Rentals	500.00	Gray Creek Hall
Equipment/Supplies	240.00	Ink, photo supplies
Advertising/Marketing	60.00	East Shore Mainstreet
Other*		
Other*		
Other*		
Other*		
Other*		
TOTAL EXPENDITURES		
TOTAL REVENUE - EXPENDITURES	1000.00	

1. List of Executive Officers for your Organisation/Society, if applicable.



Directors.pdf
18.21 KB

2. Copy of your Organisation/Society's AGM minutes, if applicable.



2024 AGM minutes.pdf
29.3 KB

3. Copy of your Organisation/Society's latest fiscal financial statement, if applicable.



Financial Statements.pdf
213.87 KB

4. Copy of your



Organisation/Society's Five (5)
Year Financial Plan, if applicable.



5 year budget.pdf
35.47 KB

I Acknowledge That:

I have read, understood the above and consent to the information
herein provided.

Authorised Signature:

A handwritten signature in black ink, appearing to read "J. Schwieger".

Date Signed:

Apr 4, 2025

Full Name:

Janet Schwieger

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<https://rdck.jotform.com/210174658170049>

Email

recreationgrants@rdck.bc.ca

**Current (2025) Directors and Executive
Gray Creek Historical Society**

**President Tom Lymbery
Secretary Frances Roback
Treasurer Janet Schwieger
Kerry Reilly
Sharon Lymbery
Steve White**

**Gray Creek Historical Society
Minutes of the June 26, 2024 AGM
Gray Creek Hall 10:00 AM**

In attendance: Janet Schwieger, Frances Roback.

Regrets: Steve White, Tom and Sharon, and Kerry. All are with us in spirit.

Frances opened the meeting at 10 AM.

Janet related simple minutes from last year which was done via email. Motion to accept the minutes, Janet 2nds, both in favour, carried.

Treasurers report 2023: Janet presented the 2023 financial statements.

Discussion on them, and Frances moves they be accepted. 2nd by Janet, all in favour, carried.

All directors and executive from last year are unchanged.

Janet presented the **treasures report to June 25, 2024**. That the membership totals 170.00 to date, which is the first year since Covid that we have asked for renewals. After further discussion, Frances moves it be accepted, Janet 2nds, all in favour, carried.

New Business:

New Directors: it was agreed that we look for additional active directors to help with the tasks. Janet will post on Facebook, and we will discuss it in a newsletter.

Archives: Where to store the archives, that a container at Frances home was not a good idea at this time due to uncertainty of the future. Could we make more room in the container we have? We will study the problem further.

Frances will update the flash drives of the computer archives in order to share with others.

That the archives have been and continue to be well used as a resource by a number of enquiries.

New acquisitions and projects:

Janet brought a number of projects she is working on:

- Transcribing Kathleen Warren's 1920's letters to Arthur Lymbery
- Transcribing Tom's nine journals from the 1950's and 1960's.
- Roll of Honour – Janet presented her ideas for layout with photos of 13 of the 23 -- WWI veterans, and Frances approved the look. It will not take long to finish the project.
- Two 5-year 1950s-1960's journals of Arthur Lymbery were donated by Howling Dan at Gray Creek Store. David will likely want them back. We can read through first. Frances took them.

- Pilot Bay smelter photos from 1974 were donated by a Trail person to Kaslo archives, then forwarded to our Society by Elizabeth Scarlett of Kaslo. Unique with both chimneys etc.
- Janet will scan them in and make a Pilot Bay album on Facebook.
- Railway blueprint donated to us by Elizabeth Scarlett of Kaslo archives, of the whole east shore to and including Creston. Dated 1907 (9?) it shows very early land owners. Fascinating map.

Frances brought new acquisitions, received from J.P. Steine of Nelson Museum:

- two series of 1958 and 1968 aerial photos of Crawford Bay, useful for showing conditions before and after Kokanee Springs resort was developed
- the 1952 survey plan for the powerline right-of-way through Gray Creek, to just beyond Burden Creek/Skunk Creek in Crawford Bay
- 1951 blueprint plan for stringing the power cable across Kootenay Lake - incredibly detailed, with step-by-step instructions.
- small Crawford Bay map
- 1953 article about Amanda Anderson and weaving,
- 1993 article by Ted Affleck about visiting Gray Creek
- Newspaper article about opening the new Gray Creek Store – 1974...
- 1994 article by Ted Affleck about Gray's of Gray Creek
- Date? Article by Kathleen Lymbery about early Regatta
- 1957 'Gray Creek Rhymer' article about Colin Haddon's 1915 journal – no writer name.
- 1956 article about the Wirsig Mill – no writer named
- article or story by Catherine Clark about coming to the Kootenays

Janet moved the meeting adjourned at noon.

Gray Creek Historical Society

Balance Sheet As at Dec 31, 2024

ASSET

Current Assets		
General Historical Funds	8,369.67	
Total Credit Union Bank	8,369.67	
Shares - Credit Union	49.02	
Books in Inventory	2,896.50	
Container - gift in Kind	4,500.00	
Total Assets	15,815.19	
TOTAL ASSET	15,815.19	

LIABILITY

Liabilities		
Prepaid Memberships	40.00	
Liabilities, total	40.00	
TOTAL LIABILITY	40.00	

EQUITY

Equity		
Capital	16,483.76	
Current Earnings	-708.57	
Equity, total	15,775.19	
TOTAL EQUITY	15,775.19	
LIABILITIES AND EQUITY	15,815.19	

Gray Creek Historical Society

Income Statement Jan 01, 2024 to Dec 31, 2024

REVENUE

Revenues

Membership	170.00
Donations - misc	50.00
Logger Sports donations	53.94
Gov't Grants Received	0.00
Book Sales - Haddon	0.00
Bank Interest	3.73
Total Revenues	277.67

TOTAL REVENUE 277.67

EXPENSE

Expenses - General

Cost of Books Sold	0.00
Office Supplies - Misc.	0.00
Liability Insurance	425.00
Postage	3.56
Bank Charges	24.00
Fees Paid - Society & BC Hist ...	70.00
Rent paid - meetings	20.00
Total General Expenses	542.56
Total General Expense	542.56

Archives and Objects Collecti...

Archival/Storage supplies	79.47
Archives Ink	330.61
Research Fees Paid Out	0.00
Archival Collections	33.60
Object Collections	0.00
Total Archives and Objects Coll...	443.68
Total Archives and Objects C...	443.68

Museum Days Expenses

Display expenses	0.00
Display Ink	0.00
Food and Drink Supplies	0.00
Rent paid - Museum days	0.00
Total Museum Days	0.00
Total Museum Days Expenses	0.00

TOTAL EXPENSE 986.24

NET INCOME -708.57

Gray Creek Historical Society
Budget 2025-2030

Revenues:			
Membership		450	
Donations		300	
Reserved funds		174	
Book Sales		200	
Grants		<u>600</u>	1724
Expenses:			
Archives in		300	
Collections		100	
Museum Display costs		250	
Insurance		425	
Bank Charges		24	
Fees paid		75	
Rent paid		<u>550</u>	1724

Karen Arrowsmith

Margaret Crossley

Submission Date Apr 15, 2025 3:49 PM

Date of Application: Apr 15, 2025

Which Recreation Commission are you applying to for Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial Aid on behalf of an organisation/society?

Yes

Organisation/Society Name: Boswell Historical Society

President/Contact Name: Karen Arrowsmith

Contact Name: Margaret Crossley

Contact Phone Number: (250) 223-8455

Mailing Address: 12637 Hephher Road
Boswell, British Columbia, V0B 1A4

Contact Email: margaret.crossley@usask.ca

Project Title: Support for Operational Expenses for The Heart: Fortis and Liability Insurance Costs

Project Type: Operational Project

New or Continuing Project: Continuing

Amount of Financial Aid Requested (Operational): 900.00

Project Start Date: Jun 1, 2025

Project End Date:	May 30, 2026
Estimated Number of Participants:	> 50
Will there be a Membership or Admission Fee?	Yes
If you answered 'Yes' to the above question, how much will the Membership or Admission Fee be?	5
Brief Description of Project:	The Board of Directors of the Boswell Historical Society owns and manages The Heart a gathering place (the former St. Anselm's Church) and supports community activities that are held in this beautiful, refurbished space. In addition to historical holdings, The Heart provides a small meeting space for the Society's regular and annual general meetings and for other community events (e.g., musical performances, book launches, etc) and groups who meet there on a monthly (e.g., Compassionate Cafe) or weekly basis (e.g., Heart to Heart Singers). The Board is requesting support from Rec Grant 9 to help with the annual Commercial Insurance (Liability) Policy costs and to help cover the Fortis BC electricity bills.
Project Location:	The Heart a gathering place 12676 Highway 3A V0B 1 A4
Please provide a brief bio/credentials of the main project leader(s):	Karen Arrowsmith is the Boswell Historical Society's current president and founding and longstanding member of the Society. Margaret Crossley is the current Secretary/Treasurer and has also been involved with the Society from its inception. Both Karen and Margaret have led annual fundraising activities to support the purchase and ongoing operational needs of the property since the Society took ownership of the former St. Anselm's Church (now The Heart a gathering place) in the fall of 2022.
What is the purpose and goal(s) of the project?	The Society is requesting support for annual insurance (liability) and Fortis (electricity) operational costs associated with our ownership of The Heart a gathering place. This is part of a multi-pronged fundraising initiative (see Treasurer's report for details) to ensure that we are able to maintain The Heart as a welcoming space for community groups and community service activities.
How does this support and help to develop the local economy or add value to the community?	We believe that The Heart is a much-needed and welcoming space in our small rural community along the East Shore of the South Kootenay Lake. For example, in addition to the regular business meetings of the Society, and other special events (musical performances, book launches, theatre productions, memorial services), The Heart has provided a weekly meeting space for The Heart to Heart Singers who practice there each Thursday morning. In addition, under Karen Arrowsmith's leadership, the space is used as a meeting space for the monthly Compassionate Cafe as an important support for caregivers and for lonely and isolated seniors.
Does this project compete with already established groups or businesses?	No
Will this proposed activity/project be advertised and if so, how?	All community service activities at The Heart are advertised on a regular basis using email lists, posters, and the East Shore Mainstreet and Fun Pape publications.
How will support from the Recreation Commission be recognised?	We gratefully acknowledge the support of the Recreation Commission in our email communications with members, and during our Annual General Meeting, including in the AGM Minutes that are circulated broadly using email to our over 100 members.
Do you have a partner for this project?	No

Have you accessed other funds for this project?

Although we do not have a formal partner for this particular request, other than Recreation Commission, the Society works hard to fund raise for ongoing operational and capital costs associated with managing The Heart. For example, in addition to member donations, book sales, and contributions following special events at The Heart, we have applied for and received generous grants from Gleaners Disbursement Funds in recent years, and we hold annual raffles and rummage sales (every second year) to help with ongoing costs.

REVENUE:

	Budget	Description
Recreation Grant Funds	900.00	Rec 9
Donations		
Organisation's Contributions	640.00	
Incoming Revenues		
Fundraising	640.00	
Other Grants		
Other		
Other		
Other		
Other		
Other		
TOTAL REVENUE	2180.00	

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria		
Office Expenses*		
Facility Rentals		
Equipment/Supplies		
Advertising/Marketing		
Other*	930.00	Fortis Electricity
Other*	1250.00	Kootenay Insurance Services
Other*		
Other*		
Other*		
TOTAL EXPENDITURES	2,180.00	
TOTAL REVENUE - EXPENDITURES	2180.00	

Please upload any additional budget information here:



BHS AGM Sept 27 2024 Minutes_3585.docx
25.52 KB



2024 Boswell Historical Society AGM T...docx
17.09 KB

I Acknowledge That:

I have read, understood the above and consent to the information herein provided.

Authorised Signature:

Date Signed:

Apr 15, 2025

Full Name:

Margaret Crossley

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<https://rdck.jotform.com/210174658170049>

Email

recreationgrants@rdck.bc.ca

**Boswell Historical Society
Annual General Meeting
September 27, 2024, 4:00 pm
“The Heart a gathering place”**

Attending: Karen Arrowsmith (Chair), Neil Arrowsmith, Bharbara Banner, Ross Banner, Nik Callender, Tina Callender, Christa Harstall, Margaret Crossley (Treasurer), Doug Rabb, Wayne Choquette, Susan Ayre, Garry Jackman, Carmel Smetschka, Yvette Schenkel, Fred Schenkel, Tom Wishart (Secretary)

Chairperson Karen Arrowsmith opened the meeting by welcoming everyone and thanking the Board members and others for their work on behalf of the Society.

Margaret was asked to provide the acknowledgement of First Nations Peoples on the eve of the National Day for Truth and Reconciliation. “We acknowledge that we are carrying out the mission of the BHS – to discover, celebrate, preserve, and share our local history – on the traditional unceded territory of the Ktunaxa peoples. We will seek to strengthen our relationship with the first peoples, based on honour and respect, and we join them in caring for these lands and in protecting the precious resources we share.”

Karen thanked Garry Jackman, Director RDCK, Area A, for attending the meeting and overseeing the election of the BHS Board.

She then described some of the changes and improvements made to The Heart during the past year, mentioning specifically some of the events that had taken place in and around The Heart including a concert, play, book reading and launch, the Garden Share, Community Cupboard, and Compassionate Café – all well-attended and appreciated. She identified the Rummage Sale and Raffle as major sources of funding for the Society and The Heart.

MOTION (Y.Schenkel, B.Banner): To approve the agenda; **CARRIED**

MOTION (M.Crossley, Y. Schenkel): To approve the Minutes of the 2023 AGM **CARRIED**

Financial Report Treasurer (Margaret Crossley) circulated a detailed written report (see attached) and stated that the Society was in good financial shape with

over \$12,000 in our bank accounts. We have received a generous Gleaner's Disbursement Grant, a RDCK Rec 9 grant, benefitted from a variety of successful fund-raisers, and received numerous individual and family donations. She acknowledged and thanked Brett Pilling his raffle ticket sales skills and for securing numerous sponsors for the Emma Kade concert. In addition to the expected operating costs, the major expenses during the past year included new flooring and other upgrades to the main floor of The Heart. She acknowledged the leadership of Neil Arrowsmith and Jerry Bischler in improving and maintaining the building. She indicated that the Society now has the necessary "cash in hand" to proceed with the planned improvements to the lower level of The Heart that will significantly increase the functionality of the building.

MOTION: (M.Crossley, T. Kane-Callender): To approve the Treasurer's Report;
CARRIED.

Major Fundraising Activities 2023-2024:

1. Overview of Grants and Individual Donations (see Treasurer's report)
2. Sales and Distribution of "Boswell Beginnings and Beyond" (Lynn)
Of the 583 copies printed in October 2021, Lynn is holding 154 in her home office, there are 36 unsold copies in 8 community outlets (e.g., Destiny Bay Store, Creston Museum, Gray Creek Store, Pepper People Gallery, Kingfisher Books, Arrowsmith Gallery, Touchstones Museum, JB Fletcher Museum), and there are 9 with Society members for a total of 199 unsold books. Since September 2023, 15 books have been sold and \$294 in payments have been e-transferred to the BHS. To sell or purchase books, please contact Lynn at 250-421-1203 or at lynncampbell1508@gmail.com.
3. June 29th Rummage Sale (Karen) Well attended, successful fundraiser. (See Treasurer's report)
4. June 30th Emma Kade Concert (Karen, Tina) Well attended and enjoyed by all. The Heart is a good venue for small concerts.
5. 2024 Raffle (Karen) Another successful fundraiser. Special thanks to Bill Armstrong who donated the firewood, Karen Arrowsmith who donated one of her paintings, Brett Pilling who donated the charcuterie board, and Joanne Wannop for her hand-built purse. Plans are in place for the 2025 raffle. Bill Armstrong reportedly will be providing more fire wood and Yvette Schenkel is already planning to donate a hand-knit blanket.

6. **Wedding Brochure, Website, and Special Events Venue** (Tina, Karen)
Karen and Tina circulated the lovely wedding venue brochure created by Nik, Tina, and Aiden Cane-Kallender. A website is in the planning stages and will support the wedding venue and other community service activities. Garry Jackman commented that he thought the use of The Heart as a wedding venue was a good idea and suggested several additional methods to advertise this opportunity.

Community Service Activities and Completed Projects 2023-2024:

Landscaping and plantings (Neil, Karen, Tina) Tina was able to secure donations from area nurseries and Karen donated money for other plantings and we now have several beautiful trees and shrubs on the east and south border of the property.

Community Cupboard/Garden Share (Margaret, Karen, Irene). During the past year with the support of the Cranbrook Food Recovery Program and Irene Bischler's generous contribution of frozen dinners, we delivered monthly food boxes to 7 food-insecure individuals/families on the East Shore. We also supported the Christmas and Easter hamper program provided by the Kootenay Lake Community Church. The food box program was on hold during the summer months when we transitioned to the Friday morning Garden Share. This was well attended and supported by the local community. Garden Share will resume next June. We are in the process of consulting with community members to determine how best to support food insecure families during the winter months. Irene Bischler has very generously agreed to continue to prepare frozen dinners for any who need.

Heart to Heart Singers (Carmel, Margaret, Doug). Carmel reported that this service choir formed in the fall of 2022 and consists of 9 local residents who meet each Thursday morning at The Heart. They have had several workshops with music directors to enhance their skills, and have met with Creston and East Shore hospice and palliative care coordinators. They have provided support to memorial services at the Boswell Hall, performed as invited guests at Creston United Church, and led two sing-a-longs at Swan Valley and Crestview long term care facilities. They held a Christmas concert with refreshments at The Heart in 2023 and plan to do the same this year. Rory Smith accompanies the group on autoharp and Carmel and Jan Brooks provide accompaniment on the Heart's Clavinova during weekly practices.

Compassionate Café (Karen). This caregiver support group meets at The Heart on the second Monday of every month. The group provides a welcoming and comfortable social gathering that includes coffee and refreshments, often provided by those who attend. Karen has 17 individuals on her email list for the CC and hosts between 6 to 10 each month.

Property Management: Recent and Future Upgrades and Maintenance (Neil). Neil summarized some of the improvements that have been made to The Heart during the past year, including the installation of a water barrel which has been important in maintaining the new plantings. He reported that the plan for the coming year is to replace the single-pane windows in the lower level, and to install insulation in the entranceway and lower level to reduce heating costs. Finally, the lower level will be upgraded (drywall, flooring, etc.) in preparation for enhanced use as a kitchen, meeting, and storage area.

Accessions Committee: Margaret informed the members that the organization and display of much of our Accessions is on hold while the lower level of The Heart is being renovated. Nevertheless, we have received a number of important accessions during the past year that are displayed on the main floor. These include the wood-burning stove from the Boswell log school house that has been beautifully refurbished by Brad Brown, the original school bell recently donated by Jim Bettis, along with two carved figures by Lawson Hephner, one of our earliest residents well-known for his wood-carving skills.

Signage Committee: Margaret and Warren Clark have been working in partnership with the Farmer's Institute to design new signage for Mackie Park that will include some historic content from Boswell Beginnings and Beyond. Tom and Christa Harstall have collaborated on future signage for the Cummings log home.

Election of Directors for 2024-2025

Garry Jackman had previously agreed to manage the election. He initiated a brief discussion of altering the process such that 2 year appointments could be made to avoid the necessity of having all board members resign each year. Since all 6 members of the current Board signalled their willingness to stand for election again this year, the possibility of staggering appointments was deferred.

Garry invited additional nominations but none were forthcoming. He thus indicated that no vote was necessary and the current Board members were appointed for another term. Garry reminded the members that Directors could be appointed at any time during the year since the bylaws allow up to 11 Directors.

The Directors for 2024-2025 are Karen Arrowsmith, Neil Arrowsmith, Tom Wishart, Margaret Crossley, Yvette Schenkel, and Irene Bischler.

The date for the next meeting is to be determined.

Motion to Adjourn: (F. Schenkel, T. Wishart): **CARRIED**

ANNUAL GUEST LECTURE: Wayne Choquette “The Archeology of Kootenay Lake”

A potluck Dinner followed Wayne’s informative and passionate presentation.

Treasurer’s Report AGM 2024 is attached below.

Boswell Historical Society AGM 2024 Treasurer's report

Savings Account

Opening Account Balance as of September 29, 2023	\$ 7,101.06
Transfer to Chequing Account	\$ 4,500.00
Interest	\$ 15.54
Account Balance as of September 27, 2024	\$ 2,616.46

Chequing Account

Opening Account Balance as of September 29, 2023	\$2,527.31
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Income

Transfer from Savings Account (Nov, Jan)	\$ 4,500.00
Gleaners Grant (for lower-level renovations)	(\$ 3,000.00)
RDCK Rec9 Grant (Fortis and Insurance) May 22/24	\$ 900.00
2024 Raffle Ticket Sales	\$ 1,645.00
Rummage Sale and Gift Baskets	\$ 2,796.75
Emma Kade Concert and Sponsorships	\$ 1,100.00
Lion's Club Donation (website development)	\$ 200.00
Boswell Beginnings & Beyond (Book Sales)	\$ 294.00
Ellie Reynold's play	\$ 40.00
Lynn Campbell donation	\$ 200.00
Jim Bettis family donation	\$ 80.00
Schenkel family donation	\$ 50.00
Heart to Heart Singers Donation	\$ 100.00
Other Donations (Comp. Cafe, Garden Share, individual)	\$ 581.00

Expenses

Banking Costs (monthly service charges, etc.)	\$ 28.36
BC Society Annual Registration	\$ 40.00
BC Historical Federation	\$ 75.00
Gaming Licence for Raffle	\$ 25.00
Boswell Historical Society Website Domain	\$ 20.00
Wedding Brochure Creation and Printing	\$ 188.15

New Flooring and Upgrades to The Heart

Commercial Floor Coverings Inc (Calgary)	\$ 2,117.85
Supplementary flooring materials and paint	\$ 184.40
L. Hedman for pew upholstery materials/labour	\$ 1,776.75
New insulation	\$ 520.56
Cell booster and entranceway cabinet	\$ 336.10
Rain Barrel	\$ 134.39

Emma Kade Concert

Emma-Lei Boutet (Performer)	\$ 400.00
Refreshments	\$ 143.16

Operating Expenses re "The Heart"

FORTIS Charges (August 2023-August 2024)	\$ 984.53
Property Tax (granted an exemption 2024)	\$ Full Exemption
Insurance (Liability)	\$ 1,225.00
General Maintenance (paint and other supplies)	\$ 99.17

Account Balance as of September 27, 2024	\$ 6,667.35
Gleaner's Disbursement Grant held in BMH Treasury	\$ 3,000.00
Petty Cash	\$ 72.25
Grand Total	\$12,356.06

Assets: July 1, 2023 BC Ass't of The Heart is \$150,000 (previously \$130, 500) Historical Inventory: Priceless!

Boswell Historical Society 2024 AGM

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Jacquie Wallace

Wendy Miller

Submitter

Riondel Community Association

Submission Date

Apr 13, 2025 8:12 PM

Date of Application:

Apr 10, 2025

Which Recreation Commission
are you applying to for
Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial
Aid on behalf of an
organisation/society?

Yes

Organisation/Society Name:

Riondel Community Association

President/Contact Name:

Jacquie Wallace

Contact Name:

Wendy Miller

Contact Phone Number:

(250) 225-3516

Mailing Address:

PO Box 15, 1421 Eastman Ave
Riondel, BC, V0B2B0

Contact Email:

riondelca@gmail.com

Project Title:

Riondel Community Association Events and Programs

Project Type:

Operational Project

New or Continuing Project:

Continuing

Amount of Financial Aid
Requested (Operational):

1000

Project Start Date:	Jun 1, 2025
Project End Date:	May 31, 2026
Estimated Number of Participants:	> 50
Will there be a Membership or Admission Fee?	Yes
If you answered 'Yes' to the above question, how much will the Membership or Admission Fee be?	50
Brief Description of Project:	This grant application is a one-time request for funding to cover liability insurance costs for a wide range of community programs and events organized by the Riondel Community Association. In the past, it was assumed that insurance was covered under the RDCK umbrella; however, as of this year, we were asked to secure our own insurance. This unexpected change was not accounted for in our annual budget. Rather than applying for partial coverage for each individual program or event, we are submitting one comprehensive application to cover all programming and facility use under a single policy. The insurance will cover ongoing weekly and seasonal activities such as yoga, bridge, Tai Chi, knitting group, art history sessions, and pool; as well as larger community events including the Spring Fling, Mother's Day Tea, Fall Dinner and Dance, and Christmas Dinner.
Project Location:	Riondel Community Center
Please provide a brief bio/credentials of the main project leader(s):	I have been a resident of Riondel for over 15 years and am currently the Treasurer of the Riondel Community Association. In this role, I am actively involved in budgeting, planning and overseeing the financial responsibilities tied to our community's programs and events. In addition to my role on the executive, I bring a strong understanding of community needs and operations, having previously owned and operated a restaurant in Riondel. This experience provided me with valuable skills in event coordination and financial oversight. My longstanding connection to this community and a deep commitment to ensuring inclusive, accessible programming, makes me well positioned to lead this grant-supported initiative on behalf of the Association.
What is the purpose and goal(s) of the project?	The purpose of this project is to ensure that all Riondel Community Association programs and events can continue to operate safely and responsibly with appropriate liability insurance in place. Our goal is to maintain uninterrupted access to these vital recreational, social and cultural offerings that enrich the lives of residents of all ages. This grant will allow us to meet the new insurance requirements while continuing to foster community engagement, wellness and connection. Going forward, insurance costs will be included in our annual budgeting process to ensure sustainability.
How does this support and help to develop the local economy or add value to the community?	The Riondel Community Association's programs and events play a central role in community life, reducing isolation and creating regular opportunities for residents to gather, learn and celebrate together. These programs support the physical, mental and social well-being of local residents—particularly seniors and those living alone. Larger public events also draw visitors from neighboring communities, supporting local businesses and vendors through increased foot traffic and tourism. By ensuring all programs are properly insured and able to continue, this project sustains the community's vibrancy and resilience, while promoting a safe and welcoming environment for everyone.

Does this project compete with already established groups or businesses?

No

Will this proposed activity/project be advertised and if so, how?

All programs and activities are advertised via: posters, newspaper, community message board, community newsletter.

How will support from the Recreation Commission be recognised?

Recognition will be communicated through the community newsletter and on other advertising media with events.

Do you have a partner for this project?

No

Have you accessed other funds for this project? no

REVENUE:

	Budget	Description
Recreation Grant Funds	1000	
Donations		
Organisation's Contributions		
Incoming Revenues		
Fundraising		
Other Grants		
Other		
Other		
Other		
Other		
Other		
TOTAL REVENUE	1000	Note: complete 5 year budget attached

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria		
Office Expenses*		
Facility Rentals		
Equipment/Supplies		
Advertising/Marketing		
Other*	1000	Insurance
Other*		
Other*		
Other*		
Other*		
TOTAL EXPENDITURES	1000	
TOTAL REVENUE - EXPENDITURES	1000	

Please upload any additional budget information here:



RCA Five year budget adj for new insura....xlsx
10.25 KB

1. List of Executive Officers for your Organisation/Society, if applicable.



DIRECTORS contact info.docx
14.51 KB

2. Copy of your Organisation/Society's AGM minutes, if applicable.



RCA - 2025 AGM Minutes.docx
15.42 KB

3. Copy of your Organisation/Society's latest fiscal financial statement, if applicable.



CASH REPORT FOR DISTRIBUTION.xlsx
14.85 KB

4. Copy of your Organisation/Society's Five (5) Year Financial Plan, if applicable.



RCA Five year budget adj for new insura....xlsx
10.25 KB

6. Copy of one or more quotes for the project if you are hiring a contractor.



PDF-719482063-QUOTE_RIONDEL CO... .pdf
487.79 KB

7. List of other organisations or businesses that support your idea, and attach any letters of support.



Supporters for Grant Application for P... .docx
13.2 KB



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255.46 KB

I Acknowledge That:

I have read, understood the above and consent to the information herein provided.

Authorised Signature:

Date Signed: Apr 13, 2025

Full Name: Wendy Miller

Get Page URL <https://rdck.jotform.com/draft/01962291b1bc7a6a980c64ee4afe5fd72bf6>

Email recreationgrants@rdck.bc.ca

Riondel Community Association - 5 Year Operating Budget

	2025	2026	2027	2028	2029
INCOME					
Membership Fees	5400	5500	5600	5700	5800
Drop-In Fees	600	850	900	950	1000
Room Rental (sublet)	540	550	600	650	700
Community Events	6500	6600	7000	7500	7800
Community Grants	1000	2200	2200	2250	2250
Recovered Internet Fe	200	200	200	200	200
Donations	200	300	500	500	600
 TOTAL INCOME	 14440	 16200	 17000	 17750	 18350
 Office and admin. Exp	 400	 400	 450	 450	 500
Bank Service Fee	60	60	70	70	80
Program Expenses	300	300	350	350	350
Room Rental	5800	5950	6100	6250	6400
Riondel Cable	480	500	500	520	520
Advertising (including we	1000	300	300	350	350
Miscellaneous	300	300	400	450	450
Room Supplies	400	450	500	550	600
Janitorial	1200	1300	1400	1500	1600
Community Events	4500	4700	4900	5100	5300
Insurance		1000	1000	1000	1000
Contribution to Reserv	0	940	1030	1160	1200
 TOTAL EXPENSES	 14440	 16200	 17000	 17750	 18350

RIONDEL COMMUNITY ASSOCIATION

DIRECTORS LISTING

(If 2 numbers are listed, top number is preferred contact)

Name		Email
Barry Hughson	250 225 1938	barryh@bluebell.ca
Cherry MacLagan	250 225 1951	cmaclaga@gmail.com
Heather Stevely VICE CHAIR	236 302 1600	heather.stevly@gmail.com
Jacquie Wallace CHAIRPERSON	250 225 3312 250 551 5042	paradise@bluebell.ca
Ruth Edmonstone SECRETARY	250 225 3593	mruth@bluebell.ca
Simon Lazarchuk	250 354 3602	sh@bluebell.ca
Wendy Miller TREASURER	250 225 3516 250 505 7467	bobsbar@bluebell.ca
Henri Roberts	250 225 1910	sh@bluebell.ca
Gerald Panio (Commission liaison)	250 225 3576 250 505 2519	gpanio@bluebell.ca

FINANCIAL STATEMENTS YEAR ENDING DECEMBER 31, 2024
RIONDEL COMMUNITY ASSOCIATION

Income

Beverage Income	\$ 35.00	
Drop in Fees	\$ 725.00	
Event Income	\$ 6,346.80	
Memberships	\$ 5,400.00	
Movie Night	\$ 1,169.00	
Recovered Internet Fees	\$ 200.00	
Room rental - sublet 2023	\$ 480.00	
Grant - Movie Licence	\$ 700.00	
Grant - Childrens Festival	\$ 600.00	
Share Distribution Income	\$ 0.13	
Donations	\$ 4.00	
		\$ 15,659.93

Expenses

Administrative Expenses	\$ 414.89	
Advertising	\$ 322.80	
Bank service fees	\$ 60.00	
Beverage Expense	\$ 49.29	
Bingo Supplies	\$ 97.43	
Event Expense	\$ 3,935.22	
Internet	\$ 480.00	
Janitor Service	\$ 1,325.00	
Movie Licence	\$ 1,417.50	
Room Rental	\$ 5,789.00	
Room Supplies	\$ 332.08	
		\$ 14,223.21

Net Income(Loss)	\$ 1,436.72
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Extraordinary income - Trans in Riondel Seniors	\$ 22,123.01
Extraordinary income - Memorial donation	\$ 25,000.00
Net Income (confirmed to Wave Financial Statements)	\$ 48,559.73

Cash Balance January 1, 2024	\$ 170.00
Share Balance January 1, 2024	\$ 25.00
Add 2024 Income to date	<u>\$ 48,559.73</u>

Balance December 31, 2024	\$ 48,754.73
----------------------------------	---------------------

Asset Allocation

Cash in Bank Account	\$ 11,729.60 *
Cash in Investments	\$ 37,000.00
Shares	<u>\$ 25.13</u>
	\$ 48,754.73

*\$1500 of this is committed to door replacement

Riondel Community Association - 5 Year Operating Budget

	2025	2026	2027	2028	2029
INCOME					
Membership Fees	5400	5500	5600	5700	5800
Drop-In Fees	600	850	900	950	1000
Room Rental (sublet)	540	550	600	650	700
Community Events	6500	6600	7000	7500	7800
Community Grants	1000	2200	2200	2250	2250
Recovered Internet Fe	200	200	200	200	200
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Business Insurance Quote No. 719482063

RIONDEL COMMUNITY ASSOCIATION
1421 EASTMAN AVE
RIONDEL BC V0B 2B0

QUOTE PERIOD FROM
February 25, 2025 at 12:01 AM

QUOTE PERIOD TO
February 25, 2026 at 12:01 AM

This quotation is an estimate and may be adjusted if the policy is written.

This quote is valid until April 19, 2025.

Questions?

DAVID LIVESEY & ASSOCIATES INC at 604-938-6100
212-7015 NESTERS RD
WHISTLER, BC V8E 0X1

Amendment to Policy and Statutory Conditions

Operations: Community halls / centres

Location: 1417-1421 EASTMAN, RIONDEL, BC V0B 2B0

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Accident			
Blanket Accident Insurance Form			
Principal Sum			\$100,000
Weekly Indemnity-Temporary Total Disability			\$1,000
Blanket Medical Reimbursement			\$25,000
Aggregate Limit per Accident			\$2,000,000
Schedule of Insured Positions:			
Committee Members, Directors and Officers			
Liability			
Commercial General Liability Policy - Occurrence Basis			
Bodily Injury and Property Damage Liability			
Each Occurrence Limit			\$5,000,000
Products-Completed Operations Aggregate Limit			\$5,000,000
Each Occurrence Deductible - Property Damage		\$1,000	
Personal and Advertising Injury Liability			\$5,000,000

(continued)

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Medical Expense Limit - Any One Person			\$25,000
Tenants' Legal Liability Limit - Any One Premises			\$250,000
Each Occurrence Deductible - Property Damage		\$1,000	
Athletic/Sports Participant Exclusion Endorsement			
Forcible Ejection Exclusion Endorsement			
Liquor Liability Endorsement			
Additional Insured(s):			
Regional District of Central Kootenay			
Non-owned Automobile Liability			\$1,000,000
Contractual Liability Endorsement			
Legal Liability for Damage to Hired Vehicles Endorsement		\$1,000	\$100,000
Excluding Long Term Leased Vehicle Endorsement			

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Cyber Guard			
Privacy Breach Expense Form			
Aggregate Limit			\$25,000
Privacy Breach Expenses			\$25,000
Business Interruption			\$25,000
Waiting Period: 24 Hours			
Non-Taxable Premium			\$1,009.00
Taxable Premium			\$0.00
Total Policy Cost			\$1,009.00
Minimum Retained Premium			\$253.00

Discounts

Your policy includes discounts for:

Claims Free

Supporters for Grant Application for Program Insurance
(Associations to be included in our coverage and purchase association memberships)

Riondel Art Club
Riondel Media Room
Riondel Band Clubs

Date; April 12, 2025

Regional District of Central Kootenay

Recreation Commission – East Shore

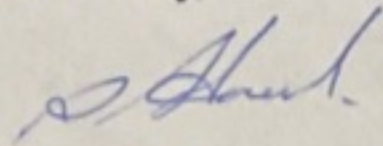
Re: Letter of support for the Riondel Community Association

On behalf of the Riondel Arts Club, please accept this letter of support to the Riondel Community Association in their grant application for assistance with insurance costs.

The Riondel Arts Club is a very active art group who are closely linked to the Riondel Community Association as common tenants in the Riondel Community Centre and will be included in the insurance coverage obtained by the Riondel Community Association. The continuation of our ongoing affordable workshops and open studio sessions will be dependant on having insurance coverage under the Riondel Community Association insurance policy and any financial assistance would be greatly appreciated.

The Riondel Community Association is a very active group who have greatly enhanced the quality of life in Riondel by offering a wide variety of activities for its residents, your support would be greatly appreciated.

Sincerely,



Sylvia Horwood
Vice President
Riondel Arts Club

Garry Sly

Garry Sly

Submission Date

Apr 14, 2025 6:39 PM

Date of Application:

Apr 14, 2025

Which Recreation Commission
are you applying to for
Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial
Aid on behalf of an
organisation/society?

Yes

Organisation/Society Name:

South Kootenay Lake Community Service Society

President/Contact Name:

Garry Sly

Contact Name:

Garry Sly

Contact Phone Number:

(250) 505-2634

Mailing Address:

16380 Jacobson Road, Box 210
Crawford Bay, BC, BC, V0B 1E0

Contact Email:

skootenaylakecss@gmail.com

Project Title:

Director and Officer's Liability Insurance

Project Type:

Operational Project

New or Continuing Project:

Continuing

Amount of Financial Aid
Requested (Operational):

810.00

Project Start Date:

Jul 26, 2025

Project End Date: Jul 25, 2026

Estimated Number of Participants: > 50

Will there be a Membership or Admission Fee? No

Brief Description of Project: The board of directors for South Kootenay Lake Community Service Society is made up of volunteer directors that help guide and oversee community projects on the East Shore of Kootenay Lake. The board helps provide feedback in regards to the projects and programs that we sponsor and helps support social and economic opportunities for East Shore residents. Our projects provide numerous recreational opportunities for youth and seniors in the area.

Project Location: RDCK Area A

Please provide a brief bio/credentials of the main project leader(s): The main project leader is Garry Sly. He is the Executive Director of South Kootenay Lake Community Services Society. He has been the director since 2017.

What is the purpose and goal(s) of the project? The purpose and goal of the project is to provide ongoing support for our board of directors so that they can continue to operate as a group that provides guidance and oversight to an organization that sponsors and supports a wide variety of social and economic opportunities for East Shore residents.

How does this support and help to develop the local economy or add value to the community? Support for this project adds great value to the community since South Kootenay Lake Community Service Society is a very open and approachable non-profit society that is keen to support locally-based projects that positively contribute to our communities and our local economy. Our mandate is to help improve the lives of East Shore residents by providing opportunities and supports for the people in our area.

Does this project compete with already established groups or businesses? No

Will this proposed activity/project be advertised and if so, how? The many varied projects that South Kootenay Lake Community Service Society sponsors and operates will be advertised through posters, social media posts and in the local newspaper.

How will support from the Recreation Commission be recognised? Support from Recreation Commission 9 will be recognized and acknowledge in the local newspaper and in social media posts.

Do you have a partner for this project? No

Have you accessed other funds for this project? No

REVENUE:

	Budget	Description
Recreation Grant Funds	810	Directors and Officers Liability Insurance
Donations		
Organisation's Contributions		
Incoming Revenues		

	Budget	Description
Fundraising		
Other Grants		
Other		
Other		
Other		
Other		
Other		
TOTAL REVENUE	810	

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria		
Office Expenses*		
Facility Rentals		
Equipment/Supplies		
Advertising/Marketing		
Other*	810	Directors and Officers Liability Insurance
Other*		
Other*		
Other*		
Other*		
TOTAL EXPENDITURES		
TOTAL REVENUE - EXPENDITURES	810	

Please upload any additional budget information here:



July 2024 Director and Officers Liability...pdf
67.93 KB



SKLCSS Profit & Loss Statement Octob... .pdf
6.57 KB

1. List of Executive Officers for your Organisation/Society, if applicable.



SKLCSS Board of Directors March 19, 2... .pdf
52.93 KB

2. Copy of your Organisation/Society's AGM minutes, if applicable.



2024 SKLCSS AGM Minutes-1.pdf
429.54 KB

3. Copy of your Organisation/Society's latest fiscal financial statement, if applicable.



SKLCSS Profit & Loss Statement Octob... .pdf
6.57 KB



SKLCSs Balance Sheet ending Sept 30pdf
4.81 KB

6. Copy of one or more quotes for the project if you are hiring a contractor.



July 2024 Director and Officers Liability... .pdf
67.93 KB

I Acknowledge That:

I have read, understood the above and consent to the information herein provided.

Authorised Signature:



Date Signed:

Apr 14, 2025

Get Page URL

<https://rdck.jotform.com/210174658170049>

Email

recreationgrants@rdck.bc.ca



200-999 Farwell Street
Trail, BC V1R 3V1

Phone:

South Kootenay Lake Community Services Society
c/o Box 182
Crawford Bay, BC V0B 1E0

Invoice # 20244	Page 1 of 1
Account Number	Date
SOUTKOO-01	2024-07-16
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7-26-2024	
AMOUNT PAID	Amount Due
	\$810.00

Directors & Officers Liability	Policy Number: DN00686-10	Effective: 7-26-2024 to 7-26-2025
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South Kootenay Lake Comm Service Society

PO Box 182
16150 Walkley Road
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October 2023 through September 2024

2025-03-21

3:49:36 PM

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South Kootenay Lake Comm Service Society

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Other Expenses		
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South Kootenay Lake Community Services Society Board of Directors
March 19, 2024

1. Janet Wallace 714 Riondel Rd. Box 189 Riondel, B.C. V0B 2N2	janet.r.wallace@gmail.com	250-551-1686
2. Julie Higgs 16070 Hwy 3A Crawford Bay, BC V0B 1E0	jhiggs@telus.net	250-341-5375
3. Galadriel Rael Position : Chair 792 Riondel Road, Box 22 Riondel, B.C. V0B 1X0	lagalajewelry@gmail.com	250-225-3322
4. Lucia LaBelle 495 Riondel Road Riondel, BC V0B 2N2	labelleluchy@protonmail.com	587-834-5195
5. Lindee Jukes 14356 Hwy 3A PO Box 26 Gray Creek V0B 1S0	lindeejukes@protonmail.com	250-227-8949
6. Mike Baradell Smith Position : Treasurer 16260 King Road Crawford Bay, B.C. V0B 1E0	mbs61@icloud.com	250-505-9393
7. Megan Rokeby-Thomas Kootenay Bay, BC	meganrt@live.com	250-354-3753
8. Garry Sly 16380 Jacobson Road Box210 Crawford Bay,BC V0B 1E0	garrysly1@gmail.com	250-505-2634

Garry Sly skootenaylakecss@gmail.com 250-505-2634
Executive Director of South Kootenay Lake Community Service Society
16380 Jacobson Rd., Box 210
Crawford Bay, BC
V0B 1E0

We currently have 40 members of our society.

South Kootenay Lake Community Service Society



Seeding local growth on the East Shore of Kootenay Lake

2024 Annual General Meeting
Friday, February 16, 2024 5:00 pm at Ladybug Cafe

AGENDA

Meeting Chairperson : Galadriel Rael

Members : Julie Higgs, Lucia Labelle, Fran O'Rourke, Megan Rokeby-Thomas, Nick Kane-Callender, Tina Kane-Callender

Board members present : Janet Wallace, Lindee Jukes, Mike Barradel-Smith, Garry Sly, Galadriel Rael

Welcome & Open : Galadriel Rael (Chair)

Galadriel Introduces the Society, talks about our role and purposes in the community and discusses the future possibility to become a charity.

Call to Order: Galadriel Rael (Chair)

Call to order at 5:10 pm

Approval of Agenda :

Lindee Motions to approve. Mike Seconds. All in favour. Motion passed.

Approval of Last Year's Minutes:

Mike motions to approve. Janet seconds. All in Favour. Motion passed.

Treasurer Report :

Our organization funnels over \$200 000 per year into the community which has great economic benefits for the community.

Our negative equity from the past is being reduced each year and we expect to have this off of our books by 2025.

Our financial status is stable yet fragile. At this time, we don't have enough stable funding to allow us to go for charitable status.

Administrator's Report of Activities to Members : Garry Sly

2024 Administrator's Project Report : South Kootenay Lake Community Services Society

Oct 2022 to Sept 2023 Completed Projects:

1. East Shore Meditation Group (Nicole Plouffe)
2. Women in Business Forum (Sarah Wolfenberg)
3. Geothermal Phase 2 (Gord MacMahon)
4. Toyota Hybrid Van for Youth Network and Seniors Programming (Received in Oct 2023) (SKLCSS)
5. Emergency Ride Home (SKLCSS)
6. Intergenerational Singing (Ellie Reynolds)
7. Historical Video : Tom Lymbery (Farley Cursons/Babs Lucas)

Ongoing Programs:

1. Eastshore Alliance Supporting the Early Years (EASEY). Coordinator Ellie Reynolds
 - Early Years Programming for Children and Families : Summer 2023 Programming
 - Playground Climbing equipment (Summer Maintenance and Inspection done in 2022)

Funding : RDCK Redi Grant

2. East Shore Elder Care Program (ESEC)
 - Helping Hands Project Coordinator : Eowyn Lawrence-Fry (Fall 2022), Melina Cinq-Mars (Fall 2023)
 - TAPS : Seniors social Program (Ginger Leclerc and Tina Kane Callendar)

Funding : CBT Social Grant, RDCK Redi Grant, BC Gaming Grant

3. East Shore Youth Network. Coordinator : Melina Cinq-Mars and Angie Clarke
 - CBT Youth Network Funding (Ongoing)
4. Crawford Bay Cemetery: providing bookkeeping/administration services, grant support

Funding : RDCK

5. Junior Squad : Coordinator :Jacqueline Wedge, Assistant Coordinator : Nadia Clarke

Funding : CBT Thriving Families grant, NDCU grant, RDCK Redi Grant, Kootenay Lake Lions Club, RDCK

Future funding : Applied for Gaming, RDCK Redi Grant

Current Projects:

1. Crawford Bay Fitness Center Treadmill (Terry Fiddick)
2. Geothermal Energy Research Project Phase 3 (Gord MacMahon)
3. Riondel Ballfield Backstop (Gerald Panio)
4. Riondel Pickleball court (Cherry MacLagan)
5. Women's Self-defense course (Lois Waiklin)
6. Currently working with the East Shore Transportation Society and Valley Community Services in order to help initiate some enhanced form of Seniors Transportation support for the East Shore Area
7. Eastshore.Life update (SKLCSS)

Administrator's Report: SKLCSS 2024 AGM

Our programs continued to grow throughout the last year. In the last year or two, our society had decided that it was important that we take more of a lead role in regards to running programming and pursuing grants. Our programming focus was becoming more focussed on youth and seniors so we have tried to expand on these types of programs in order to provide more support in the community for these two demographics.

Our East Shore Elder Care program now has an ongoing TAPS seniors social program. This program is based loosely upon the TAPS program in Creston. Justine Kearn, the Executive Director of Valley Community Services in Creston, was a strong proponent of our community starting a program like this. She has provided invaluable support in getting our program started and continues to provide ongoing support. We received funding through CBT for the Program and additional funding has been provided by the RDCK and Community Gaming Grants. Christian McStravick began as our Coordinator but wasn't able to continue on due to other job opportunities. Our current TAPS Coordinators are Ginger LeClerc and Tina Kane-Callendar. They have been very successful in running our TAPS program which rotates between the 4 community Halls of Boswell, Gray Creek, Crawford Bay and Riondel. They run the program every Tuesday and Thursday.

In addition to the TAPS program, we have been able to provide some additional support to seniors through our Helping Hands Days. This is a volunteer based project whereby seniors in need of assistance with jobs around their homes, are matched up with local volunteers and youth. For many years now, the annual project has been lead by Susan Dill and Rebecca Fuzzen. Eowyn Lawrence-Fry, the Youth Network Coordinator and the Youth Network, took over leading the project in the Fall of 2022. Melina Cinq-Mars, one of the new Youth Network Coordinators, and the Youth Network, lead the 2023 Fall

Helping Hands day and we are hoping to have a Spring Helping Hands day, lead by the Youth Network Coordinators as well.

We also provide some seniors assistance through a senior support project that helps seniors throughout the year with ongoing home maintenance such as garbage and recycling removal, firewood assistance and other odd jobs.

These projects are providing us with a lot of insight into the needs of seniors in our area and helping us shape future projects so that we can help meet the needs of residents and allow them to stay in the area longer.

Starting in July 2022, Eowyn Lawrence-Fry became the East Shore Youth Network coordinator for the 2022-2023 year. She moved on at the end of July 2023 and Melina Cinq-Mars and Angie Clarke have taken on the roles of East Shore Youth Network Coordinators. They are continuing to provide great programming and opportunities for youth on the East Shore.

In the Fall of 2022, I met with a group of parents that wanted to initiate a Junior Youth Group. It was to be an after-school program for ages 6 to 11 years old. Columbia Basin Trust was offering a grant for this type of programming so we applied and were successful. We needed to find matching funds for the program and we were able to secure funding through the Nelson and District Credit Union Community Investment Program Grant, the RDCK Resident Directed Grant, the Kootenay Lake Lions Club and an RDCK discretionary grant that allowed our program to get started. Many thanks to these organizations for their support for this new program. The Program has been running twice a week after school and has been very successful. Jacqueline Wedge and Julie Morin started as our Coordinators and have approximately 18 to 20 children attend twice a week for after school programming. Nadia Clarke has take over from Julie Morin as the Assistant Coordinator for the Junior Squad. We're hoping to continue the project but funding for this project is limited so we continue to search for ongoing funding.

Ellie Reynolds, the Coordinator for EASEY, continues to provide programming for young children and families. She did summer programming for children in 2023 as well as overseeing maintenance to the Crawford Bay Playground.

We have continued to provide some administrative support to the Kootenay Lake Geothermal Project Phase 1,2, and 3, with plans for phase 4 to begin this summer. This project is being led by Gordon McMahon and Dan Gatto and has been very successful thus far. RDCK has been a big supporter and funder for the project and we have partnered with Selkirk College in Nelson and the University of Victoria, in order to receive additional funding for the project through Mathematic of Information Technology and Complex Systems (MITACS), Geo-Science BC, Colleges and Institutes Canada (CICAN) and National Sciences and Engineering Research Council of Canada (NSERC). The Primary partner at Selkirk is Rob McQuarrie, who is an instructor at Selkirk and specializes in Geographic technologies. The project has been yielding very positive results which has caught the interest of many geothermal researchers and has been generating interest to move forward with Phase 3 and 4.

We provide on-going administration support for the Crawford Bay Cemetery and for the East Shore Facilities Society, particularly the Fitness Center.

The growth of new connections and partnerships is leading to a community that is better informed and willing to work together to achieve common goals. This is strengthening our organization and I hope it will lead to more programs to support our East Shore communities.

7 Projects were completed in this fiscal year, We have 5 ongoing programs on the East Shore . We also have 7 other current projects that are underway.

Nomination & Election of Directors : Galadriel

A Director has an Automatic Two year term which the board member can terminate at any time.

We will call this year one for everyone.

Call for nominations and reelections:

Rebecca Fuzzen will resign as a board member this year.

Ellie Reynolds will resign as a board member this year if there are enough new members coming on board.

Julie Morin is interested. Lindee will talk with her and forward her more information. She will attend some meetings to see how the meetings go.

- Gala nominates Julie Higgs
Julie Higgs accepts. (email : jhiggs@telus.net)
- Gala nominates Megan Rokeby-Thomas.
Megan accepts.
- Garry nominates Lucia Labelle.
Lucia accepts.

Lindee Jukes will continue to stand.

Janet Wallace will continue to stand.

Mike Barradell-Smith will continue to stand.

Galadriel Rael will continue to stand.

Garry Sly will continue to stand.

Meeting Close Remarks : Galadriel

Thank you to everyone for attending.

Meeting Adjourned: 7:00 pm.

South Kootenay Lake Comm Service Society

PO Box 182
16150 Walkley Road
Crawford Bay, BC, V0B 1E0

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October 2023 through September 2024

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200-999 Farwell Street
Trail, BC V1R 3V1

Phone:

South Kootenay Lake Community Services Society
c/o Box 182
Crawford Bay, BC V0B 1E0

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Zora Doval

Siobhan Davis

Submitter

Lois M Wakelin

Submission Date

Apr 16, 2025 10:25 PM

Date of Application:

Apr 10, 2025

Which Recreation Commission
are you applying to for
Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial
Aid on behalf of an
organisation/society?

Yes

Organisation/Society Name:

South Kootenay Lake ArtConnect Society

President/Contact Name:

Zora Doval

Contact Name:

Siobhan Davis

Contact Phone Number:

(250) 777-1856

Mailing Address:

Box 207
Crawford Bay, BC, V0B 1E0

Contact Email:

esartconnect@gmail.com

Project Title:

Acrylic Alchemy at Harrison Memorial Cultural Center

Project Type:

Operational Project

New or Continuing Project:

New

Amount of Financial Aid
Requested (Operational):

845

Project Start Date:	Aug 10, 2025
Project End Date:	Sep 14, 2025
Estimated Number of Participants:	< 10
Will there be a Membership or Admission Fee?	Yes
If you answered 'Yes' to the above question, how much will the Membership or Admission Fee be?	40
Brief Description of Project:	Acrylic Alchemy will be a six-session community arts initiative designed to foster connection, self-expression, and wellbeing through the power of visual art. Held in the serene setting of a historic, meditative church space, this workshop series offers a unique and welcoming environment for participants aged 12 and up to explore acrylic painting in new and imaginative ways. Some topics that will be included during the instructional time are composition, advancing colour, value studies, and techniques using acrylic mediums. Each 3-hour Sunday session will introduce a different theme or technique, encouraging creative experimentation and personal growth, regardless of experience level. With only 10 spots available per session, participants will benefit from a supportive, small-group atmosphere that nurtures both artistic confidence and community connection. The flexible pricing structure—ranging from \$30 to \$45—makes the program accessible, with discounts for those booking multiple sessions. On the East Shore, no current art programming exists, not even in the local school - Acrylic Alchemy seeks to fill a vital cultural gap. The funds requested through this grant will be used exclusively to purchase the high-quality art materials - table easles, canvas' and acrylic paints. All materials as well as instruction will be provided to make this experience vibrant, inspiring, and accessible to all who attend. This is more than just a workshop—it's an invitation to slow down, connect, and rediscover the joy of creating together.
Project Location:	Harrison Memorial Cultural Center
Please provide a brief bio/credentials of the main project leader(s):	Zora Doval is an experienced and passionate art instructor whose artistic journey began in 1983 when she discovered her love for visual arts while studying in Paris, France. With a strong foundation in the arts, Zora has since made a significant impact in the creative community. Her first exhibition took place in Nelson in 1996, marking the beginning of a long and successful career as an artist. Zora continues to produce and exhibit her work, with her current exhibition, Flow of Great Tao, being displayed at the Capitol Theatre in Nelson. Known for her mastery of various mediums, Zora creates expressive pieces using oil, acrylic, pastels, and collage. Throughout her career, she has taught numerous workshops and has been a dedicated facilitator of community-based art projects on the East Shore, nurturing a love for art in others and fostering a sense of connection through creativity. Her mission is to bring community together through art and empower others to discover their own style and artistic voice
What is the purpose and goal(s) of the project?	- To bring community together to connect through art, this is the mission of our society. - Engaging with art significantly increases wellbeing. Creating art is known

to reduce stress, improve mood, and enhance cognitive function. Art activates the brain's reward system, releasing feel-good chemicals and promoting positive emotions. It also offers avenues for self-expression, emotional exploration, and social connection. We hope that our workshop will benefit the people in our community in this way,
 - It is our hope that with the purchase of these easles - we can deliver more workshops like this for the future. In particular we would like to host the East Shore Youth Network on a regular basis.

How does this support and help to develop the local economy or add value to the community?

- We hope these sessions will inspire artists to continue creating and help strengthen Crawford Bay's identity as a vibrant, art-centered community.
 - We also look forward to welcoming summer tourists who may be drawn to participate in one of our sessions, potentially encouraging them to return in the future. Their involvement supports the growth of our local economy and fosters lasting connections with the area.

Does this project compete with already established groups or businesses?

No

Will this proposed activity/project be advertised and if so, how?

Yes. It will be advertised through posters, the local paper (Main Street), social media, and emails to our membership base (135 members).

How will support from the Recreation Commission be recognised?

RDCK recognition will be noted on the Society website, social media, and posters.

Do you have a partner for this project?

Yes

If you selected 'Yes' or 'Other', please provide further details:

We will be hiring local artist and art teacher Jaqueline Wedge to facilitate the 6 session summer workshops.

Have you accessed other funds for this project?

Yes. We will be using money from our programming account.

REVENUE:

	Budget	Description
Recreation Grant Funds	845.50	Easles, Paint, Brushes, and Canvases
Donations		
Organisation's Contributions		
Incoming Revenues	2400	10 participants x \$40 (average session) x 6
Fundraising		Note: This is based on full participation
Other Grants		
Other		
Other		
Other		
Other		
Other		
TOTAL REVENUE	3245.50	

EXPENDITURES:

Budget	Description

	Budget	Description
Professional Fees/Honoraria	1200	Workshop facilitator/Instructor fee, preparing, cleaning venue (\$200 per session x 6)
Office Expenses*		
Facility Rentals	600	100\$ a day - use of tables/chairs/building maintenance
Equipment/Supplies		
Advertising/Marketing	150	Posters and mileage for posting in the community
Other*	600	Snacks and beverage offerings (100\$ per session for charcuterie board, non-alcoholic beverages)
Other*	600	Program Assistant to support the facilitator (25\$ x 5 hours) for support and clean up
Other*	95.50	Deep clean of Venue upon completing all workshops
Other*		
Other*		
TOTAL EXPENDITURES		
TOTAL REVENUE - EXPENDITURES	3245.50	

3. Copy of your Organisation/Society's latest fiscal financial statement, if applicable.



ArtConnect Financial Position, Dec 2024.pdf
176.56 KB

7. List of other organisations or businesses that support your idea, and attach any letters of support.



School recommendation.docx
6.44 KB



April 12 2025.pdf
31.38 KB

I Acknowledge That:

I have read, understood the above and consent to the information herein provided.

Authorised Signature:

Date Signed: Apr 10, 2025

Full Name: Siobhan Davis

Get Page URL <https://rdck.jotform.com/draft/01962270367778c4a53a162964823a469d95>

Email recreationgrants@rdck.bc.ca

South Kootenay Lake ArtConnect

Financial Position

As of 31 December 2024

	31 Dec 24
ASSETS	
Current Assets	
Chequing/Savings	
NDCU Chequing	1,397.88
NDCU Donations	9,853.03
NDCU Gaming	1,948.69
NDCU Programming	7,618.88
NDCU Shares	27.07
Total Chequing/Savings	20,845.55
Accounts Receivable	
Deposits & Accounts Receivable	100.00
Total Accounts Receivable	100.00
Total Current Assets	20,945.55
Fixed Assets	
Equipment	
Piano	2,300.00
Stage & Art Lighting	4,053.95
Total Equipment	6,353.95
Land & Property	
Land	91,798.13
Property	81,850.18
Total Land & Property	173,648.31
Total Fixed Assets	180,002.26
TOTAL ASSETS	200,947.81
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Grant Revenues	
BC Gaming Grant	1,948.69
RDCK (CBT Society Consultation)	118.00
Total Deferred Grant Revenues	2,066.69
Total Other Current Liabilities	2,066.69
Total Current Liabilities	2,066.69
Long Term Liabilities	
Long Term Loan	167,500.00
Total Long Term Liabilities	167,500.00
Total Liabilities	169,566.69
Equity	
Net Assets	22,456.25
Opening Balance Equity	251.55
Net Income	8,673.32
Total Equity	31,381.12
TOTAL LIABILITIES & EQUITY	200,947.81

[School Letterhead]

[School Name]

[School Address]

[City, State, ZIP Code]

[Phone Number]

[Email Address]

[Date]

To Whom It May Concern,

On behalf of [School Name], I am writing to offer our strongest support for the grant proposal submitted by South Kootenay Lake ArtConnect Society to Rec 9 requesting funds to purchase easels and art supplies to initiate their art instruction initiative. As a public school serving the children and families of our rural community, we are deeply aware of the vital role the arts play in a well rounded education — and equally aware of the gaps our students currently face in this area.

At present, our school district does not have a dedicated art program. This lack of access deprives our students of essential opportunities for creative expression, cognitive development, and cultural enrichment. Families who wish to provide their children with art education must travel significant distances, often at considerable expense and inconvenience — a barrier that many simply cannot overcome.

The ArtConnect Society has presented a compelling and much needed solution to this issue. By offering accessible, high quality art education at their heritage venue in Crawford Bay, they aim to provide our youth — and even our adult community members — with a meaningful opportunity to engage with the visual arts in a safe, consistent and structured environment.

We believe that their proposed program will fill a major gap in our local educational and cultural landscape. However, to make this vision a reality, ArtConnect Society requires critical funding for essential materials: easels, brushes, paint, paper, and other core supplies that will support hands on learning for participants of all ages.

We wholeheartedly endorse this initiative and urge you to consider their grant application favourably. We look forward to partnering with them to enrich the lives of our students and the broader community through the power of the arts.

Thank you for your time and thoughtful consideration.

Sincerely,

[Principal or Superintendent's Full Name]

[Title]

[School Name]

April 12 2025

To Whom it may concern

This is a letter of Recommendation for the Need of Art Classes in the community for Adults and also Youth of the East Shore.

I am the Coordinator of the East Shore Youth Network with an Active Youth Group of 10-25 youth participating in events and Activities. Youth for this programming are ages 12-18 years old and live in Riondel, Crawford Bay, Grey Creek and Boswell. Youth come from a diverse background of, race, ethnicity, age, physical abilities, socioeconomic status, cultural background, religious beliefs, educational backgrounds and experiences.

Based on the McCreary Society Youth survey, 2023 for Kootenay Boundary Area Special conditions and disorders in Mental health percentages are up compared to 2018 which was the last survey. Art and community connection are known to help with this and support mental health. This shows how needed this kind of programing in this community is,

KOOTENAY BOUNDARY 2023 BC ADOLESCENT HEALTH SURVEY RESULTS McCREARY CENTRE SOCIETY

Survey for Special conditions first % =2018 second % =2023

Anxiety disorder	25%	32%
Attention deficit hyperactivity disorder (ADHD/ADD)	8%	22%
Depression	19%	19%
Eating disorder	N/A	10%
Alcohol or other substance use addiction	3%	9%
Obsessive-compulsive disorder (OCD)	N/A	9%
Post-traumatic stress disorder (PTSD)	4%	7%
Autism spectrum disorder	1%	6%

This is a very Creative and tourism oriented area and so Art Classes would be very beneficial to the people of this community. The ArtConnect Society has presented a compelling and much needed opportunity. By offering accessible, high quality art education at their heritage venue in Crawford Bay, they aim to provide our youth — and even our adult community members — with a meaningful opportunity to engage with the visual arts in a safe, consistent and structured environment. We believe that their proposed program will fill a major gap in our local community needs and cultural landscape. ArtConnect Society requires funding for essential materials: easels, brushes, paint, paper, and other core supplies that will support hands-on learning for participants of all ages.

I endorse this initiative and urge you to consider their grant application favourably. We look forward to partnering with them to enrich the lives of our youth and the broader community through the power of the arts.

Thank you for your support in our community and thoughtful consideration.

Angie Clarke
East Shore Youth Coordinator
250-551-5391

Garry Sly

Garry Sly

Submission Date Apr 16, 2025 1:08 PM

Date of Application: Apr 16, 2025

Which Recreation Commission are you applying to for Financial Aid:

Recreation Commission No. 9 - Electoral Area A

Are you applying for Financial Aid on behalf of an organisation/society?

Yes

Organisation/Society Name: South Kootenay Lake Community Service Society

President/Contact Name: Garry Sly

Contact Name: Garry Sly

Contact Phone Number: (250) 505-2634

Mailing Address: 16380 Jacobson Road, Box 210
Crawford Bay, BC, BC, V0B 1E0

Contact Email: skootenaylakecss@gmail.com

Project Title: South Kootenay Lake Community Service Society Commercial Liability Insurance

Project Type: Operational Project

New or Continuing Project: Continuing

Amount of Financial Aid Requested (Operational): 2060

Project Start Date: Jun 19, 2025

Project End Date: Jun 19, 2026

Estimated Number of Participants: > 50

Will there be a Membership or Admission Fee? No

Brief Description of Project: SKLCSS Commercial Liability Insurance will help us maintain our insurance to protect our participants and staff from injury or accidents.

Project Location: RDCK Area A

Please provide a brief bio/credentials of the main project leader(s): The Main project leader is Garry Sly. He has been the Executive Director of South Kootenay Lake Community Services Society since 2017.

What is the purpose and goal(s) of the project? The purpose of the project is to help SKLCSS maintain our liability insurance in order to provide adequate protection for all participants and staff that are involved in our programs and projects.

How does this support and help to develop the local economy or add value to the community? This adds value to the community because our Non-profit Society sponsors and oversees youth and seniors programs in the community that provide many recreational opportunities for the participants.

Does this project compete with already established groups or businesses? No

Will this proposed activity/project be advertised and if so, how? South Kootenay Lake Community Service Society (SKLCSS) programs and projects are promoted and advertised throughout the Eastshore on social media, posters and in the local newspaper.

How will support from the Recreation Commission be recognised? Support from the Recreation Commission will be acknowledged in the local newspaper.

Do you have a partner for this project? No

Have you accessed other funds for this project? No

REVENUE:

	Budget	Description
Recreation Grant Funds	2060	Area A Rec 9 grant
Donations		
Organisation's Contributions		
Incoming Revenues		
Fundraising		
Other Grants		
Other		
Other		
Other		
Other		

	Budget	Description
Other		
TOTAL REVENUE	2060	

EXPENDITURES:

	Budget	Description
Professional Fees/Honoraria		
Office Expenses*		
Facility Rentals		
Equipment/Supplies		
Advertising/Marketing		
Other*	2060	SKLCSS Liability Insurance
Other*		
Other*		
Other*		
Other*		
TOTAL EXPENDITURES	2060	
TOTAL REVENUE - EXPENDITURES	0	

Please upload any additional budget information here:



SKLCSS Commercial General Liability P....pdf
6.74 MB

1. List of Executive Officers for your Organisation/Society, if applicable.



SKLCSS Board of Directors March 19, 20... .pdf
83.91 KB

2. Copy of your Organisation/Society's AGM minutes, if applicable.



2024 SKLCSS AGM Minutes-1.pdf
429.54 KB

3. Copy of your Organisation/Society's latest fiscal financial statement, if applicable.



SKLCSS Standard Profit & Loss Oct 1 20... .pdf
6.59 KB

6. Copy of one or more quotes for the project if you are hiring a contractor.



SKLCSS Commercial General Liability P....pdf
6.74 MB

I Acknowledge That:

I have read, understood the above and consent to the information herein provided.

Authorised Signature:

A handwritten signature in black ink, appearing to read 'Garry Sly Sly'. The signature is stylized with a large 'G' and 'S'.

Date Signed:

Apr 16, 2025

Full Name:

Garry Sly Sly

Get Page URL

<https://rdck.jotform.com/210174658170049>

Email

recreationgrants@rdck.bc.ca

COMMERCIAL INSURANCE POLICY**POLICY NUMBER** SR012014**MASTER POLICY NUMBER****REPLACES NUMBER****PURPOSE OF DOCUMENT** Policy Renewal

For Purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE**POLICY DECLARATIONS**

Name of Insured	South Kootenay Lake Community Services Society
Mailing Address	PO BOX 100 Crawford Bay, BC V0B 1E0
Policy Period (MM/DD/YYYY)	From 6/19/2024 12:01 AM To 6/19/2025 12:01 AM
Broker	Kootenay Insurance Services Ltd (142) 999 Farwell St Trail, BC V1R 3V1
Broker Number	142
IBC Code	8644
Total Policy Premium	\$1,935
Minimum Retained Premium	\$484
Special Risk Policy Fee (Non-Refundable)	\$125
Total Owing	\$2,060

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy

Description of Operations:	Activities of the named insured with respect to a community services society.
	Locations to which this policy applies: 16150 Walkley Rd., Crawford Bay, BC V0B 1E0 and all other locations used by the named insured.

Remarks:

Created On: 2024/07/29**Printed On:** 2024/07/29**Claims:** Please report claims to your insurance broker or to claims@srin.ca, or visit our website at www.srin.ca

Liability Coverage

Form #	Coverage	Deductible	Type	Limit	Premium
OLDA 5603G	Commercial General Liability Wording				Included
	Coverage A Products and Completed Operations- aggregate limit	\$1,000	Reimbursement	\$5,000,000	
	Coverage A. Bodily Injury and Property Damage- per occurrence	\$1,000	Reimbursement	\$5,000,000	
	Coverage B Personal Injury & Advertising Injury Liability- per occurrence	\$1,000	Reimbursement	\$5,000,000	
	Coverage C. Medical Expense Limit				
	5,000/25,000 any one person/ any one accident				
	Coverage D. Tenants Legal Liability Broad Form	\$1,000	Reimbursement	\$250,000	
SPF No. 6	Non-Owned Automobile Liability	\$1,000	Reimbursement	\$5,000,000	
	(any one accident)				
F8652ea	Employee Benefits Liability Coverage - Claims Made	\$1,000	Reimbursement	\$1,000,000	Included
	Retroactive Date: 06/19/2016				

Applicable To All Liability Coverage

Form #		Form #	
IFC33000	Insuring Agreement	5165	English Language Policy Wording Acknowledgement
5002	Molestation Exclusion	5174	Mould Exclusion - Absolute
5008	Reimbursement Clause Endorsement	5175a	Waiver Warranty - Sporting Events
5020A	Life Preserver Warranty	5186	Illegal Substances & Activities Exclusion
5049	Fungi and Fungal Derivatives Exclusion Endorsement	5290	Policy Territory Endorsement
5052	Total Asbestos Exclusion	LMA5396	Communicable Disease Exclusion
5061b	Other Insurance Amendment Endorsement	LMA5528A	Cyber & Data Exclusion
5090	Policy Disputes	LMA5595A	Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion No. 1
5091	Punitive & Exemplary Damages Exclusion Clause	LSW1815	Statutory Conditions- BC
5101	USA Sales, Work, Jurisdiction & Occurrences Exclusion	NMA1978a	Nuclear Incident Exclusion
5113	Professional Liability E&O Exclusion	SEF. 99	Excluding Long Term Leased Vehicle Endorsement
5156	Additional Insureds Certificate Holders Endorsement	NMA2918	War & Terrorism Exclusion Endorsement

Applicable To All Coverages Of This Policy

Form #		Form #	
LSW1542F	Lloyd's Underwriters' Policyholders' Complaint Protocol		Special Risk Privacy Policy
LSW1565C	Code of Consumer Rights & Responsibilities		Special Risk Cancellation Form
LMA3100	Sanction Limitation and Exclusion Clause		Short Rate Cancellation Table
LMA5096	Several Liability Clause		HDI - Complaints Statement 2022
LMA5028B	Service of Suit Clause (Canada)		HDI - Service of Suit Clause
LSW1543E	Notice Concerning Personal Information		HDI - Sanctions Clause 2022
	Special Risk Disclosure Notice		HDI - Privacy Policy Notice 2023

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B079924LS302490** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned

Authorized Representative

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B079924KI306180** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned

Authorized Representative

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B079924KI310740** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned**Authorized Representative****IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B079924LS311340** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned**Authorized Representative**

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B079924LS311970** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned

Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by HDI Global Specialty SE.

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

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned.

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

Countersigned

Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by Trisura Guarantee Insurance Company.

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned/

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

Countersigned



Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by Red River Mutual Insurance Company.

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned/

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

Countersigned



Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by Arch Insurance Canada Ltd.

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned.

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

CountersignedA handwritten signature in black ink, appearing to read "Hillie", written over a horizontal line.**Authorized Representative**

SUBSCRIPTION FORM

IN CONSIDERATION OF THE INSURED having paid or agreed to pay the premium set against the name of each INSURER named in the schedule of subscribing Companies forming part hereof or to INSURERS whose names are substituted therefor or added thereto by endorsement, herein after called "THE INSURERS",

THE INSURERS SEVERALLY AND NOT JOINTLY, each for the proportion or for the sum insured and for the Coverages set against its name in the schedule of subscribing companies hereunder, agree with the INSURED named in the Declarations herein to insure as provided and limited in this Policy, its Riders and Endorsements.

The liability of The Insurers individually under this Policy shall be limited to that proportion of the loss payable under this Policy which the sum or proportion set against the name of the Individual Insurer in the schedule of subscribing Companies hereunder, or such other sum or proportion as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of this Policy and its Riders and Endorsements.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", or "This Company", reference has been deemed to be made to each of the Insurers severally.

THAT as regards each item of The Schedule the liability of THE INSURERS individually shall be limited to whichever is the least of:

- That proportion of the actual cash value of the property at the time of loss, destruction or damage which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- That proportion of the interest of THE INSURED in the property which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- That proportion of the limit of insurance provided by The Schedule in respect of the property lost, destroyed or damaged which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto,

Provided however, that where the insurance applies to the property of more than one person or interest "THE INSURERS" total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

If this Policy contains a Co-Insurance Clause or A Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this policy as set forth in the List of Subscribing Companies, no Insurer shall be liable for a greater proportion of any loss or damage to the property described in The Schedule attached hereto, than the sum insured by such Insurer bears to:

- That percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- The guaranteed Amount (Stated Amount) of the total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

This Policy is subject to the terms and conditions set forth herein together with such terms and conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived in whole or in part by THE INSURERS unless the waiver is clearly expressed in writing, signed by the person authorized for that purpose by THE INSURERS.

In Witness Whereof THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy

THE INSURER	LINEAGE REFERENCE	SECTION	PERCENT INSURED	TOTAL PREMIUM	ENDORSEMENT PREMIUM	SIGNATURE
Lloyd's Underwriters under Contract No. 24LS302490/Unique Market Reference No. B079924LS302490 as arranged by Special Risk Insurance Managers Ltd.	65	Liab	40%	\$774		
Lloyd's Underwriters under Contract No. 24KI306180/Unique Market Reference No. B079924KI306180 as arranged by Special Risk Insurance Managers Ltd.	A1	Liab	12%	\$232		
Lloyd's Underwriters under Contract No. 24KI310740/Unique Market Reference No. B079924KI310740 as arranged by Special Risk Insurance Managers Ltd.	AK	Liab	5%	\$97		
Lloyd's Underwriters under Contract No. 24LS311340/Unique Market Reference No. B079924LS311340 as arranged by Special Risk Insurance Managers Ltd.	AS	Liab	4%	\$77		
Lloyd's Underwriters under Contract No. 24LS311970/Unique Market Reference No. B079924LS311970 as arranged by Special Risk Insurance Managers Ltd.	B2	Liab	4%	\$77		
HDI Global Specialty SE - Canadian Branch, as arranged by Special Risk Insurance Managers Ltd.		Liab	15%	\$290		
Trisura Guarantee Insurance Company, as arranged by Special Risk Insurance Managers Ltd.		Liab	10%	\$194		
Red River Mutual Insurance Company, as arranged by Special Risk Insurance Managers Ltd.		Liab	5%	\$97		

THE INSURER	LINEAGE REFERENCE	SECTION	PERCENT INSURED	TOTAL PREMIUM	ENDORSEMENT PREMIUM	SIGNATURE
Arch Insurance Canada Ltd., as arranged by Special Risk Insurance Managers Ltd.		Liab	5%	\$97		
				Total Premium		\$1,935

Additional Insured Schedule

It is hereby understood and agreed that the following entity shown below is added as Additional Insured, but only with respect to liability arising out of Named Insured's premises or operations, and only with respect to losses which would have been recoverable in the absence of this agreement. The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate:

Additional Insured

Columbia Basin Trust - 445 13th Ave Suite 300, Castlegar, BC V1N 1G1

DISCLOSURE NOTICE UNDER THE FINANCIAL INSTITUTIONS ACT

The Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to the customer in writing at the time of entering into an insurance transaction.

1. **Special Risk Insurance Managers Ltd.** is licensed as a General Insurance Agency by the Insurance Council of British Columbia.
2. This transaction is between you and **Underwriters at Lloyd's through Special Risk Insurance Managers Ltd.**
3. In soliciting the transaction described above, the broker is representing **Special Risk Insurance Managers Ltd.** who does business with the insurer.
4. The nature and extent of the insurer interest in **Special Risk Insurance Managers Ltd.** is none.
5. Upon completion of this transaction, the broker will be remunerated by way of commission or fee by **Special Risk Insurance Managers Ltd.**
6. The Financial Institutions Act prohibits the insurer from requiring you to transact additional or other business with the insurer or any other person or corporation as a condition of this transaction.
7. In accordance with the Insurance Companies Act (Canada), this document was issued in the course of **Certain Underwriters through Special Risk Insurance Managers Ltd.** insurance business in Canada.

Insured: As per declarations page
Policy: As per declarations page
Date: As per declarations page

Privacy Notice

HDI Global Specialty SE

HDI Global Specialty SE (“HDI Global Specialty”) is an insurance company whose registered home office address is HDI-Platz 1, 30659 Hannover, Germany. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation (“GDPR”). HDI Global Specialty operates a Canadian branch located at 130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5 Canada (“HSCB”). In addition to complying with the GDPR, HSCB also complies with the *Personal Information Protection and Electronic Documents Act* (“PIPEDA”) and, where applicable, with the “PIPA Alberta”, “PIPA BC”, and “Quebec Privacy Act” (collectively, “Canadian Privacy Laws”).

HSCB collects personal information, and in some cases, may collect sensitive information. “Personal information” means information about an identifiable individual. Personal information does not include business contact information such as an employee’s name, title, business address, telephone number or email addresses that is collected, used or disclosed solely for the purpose of communicating with that person in relation to their employment or profession. “Sensitive information” is personal information and includes information about an individual’s health, genetics, race, political opinion or membership, religion, philosophical beliefs, union membership, sexual orientation and criminal record. HSCB will assess whether the personal information is sensitive information prior to collection.

Collecting your personal information

We limit the collection and use of personal information to what we require in order to serve you as a customer and to administer our business, including to:

- Assess applications for insurance;
- Administer insurance policies;
- Investigate, adjust or settle claims;
- Defending or prosecuting legal claims or regulatory proceedings;
- Detect, investigate, prevent and suppress fraud, authorized, or illegal activities;
- Comply with applicable laws and requirements of regulators, including self-regulatory organizations.

We typically collect personal information from your agent, insurance broker and/or other insurance intermediary; however, we may also collect personal information directly from you.

Consent

HSCB will obtain your consent to collect, use, disclose and/or share your personal information, subject to specified exceptions contained in Canadian Privacy Laws. Your consent may be obtained in different ways depending on the situation: implied consent or express consent. Your implied consent is obtained when you approach us to obtain information about an insurance product, inquire about or apply for insurance products or services from us, and through your use of our insurance product(s). Your express consent – which may be obtained verbally, in writing or online – is required to collect sensitive information, which could occur during a claims process.

If you provide us with personal information about another person, we expect you to ask for their permission to do this and consent to our privacy policy on their behalf.

You may withdraw your consent to the collection, use and disclosure of your personal information, subject to certain limitations. However, if you do so, we may not be able to continue to provide you with



our insurance products and services. If you wish to withdraw your consent, please contact our Privacy Officer.

Automated Processing

HSCB may, in limited circumstances, automatically process your personal information to render a decision with respect to an insurance product. You have the right to request the personal information used to render such a decision; the reasons and the principal factors and parameters that led to the decision; and the right to correct any mistakes in the personal information used to render such a decision. Further, you have the right to submit observations to an employee of HSCB who is in a position to review the decision that was based on automatic processing of your personal information.

Using and disclosing your personal information

We may disclose your personal information to:

- Our related corporate entities for the purpose of performing our functions or corporate reporting. These related entities may be located overseas in any of the countries in which HDI Global Specialty SE operates including, but not limited to, Germany, the United Kingdom, the Netherlands, Denmark, Italy, Sweden, and Australia.
- Service providers and third parties to carry out activities on our behalf such as underwriting services, claims handling services or providing IT services to us for the purposes described above.
- Other entities within our group, reinsurers (who may be located overseas), insurance intermediaries, credit reference agencies, our advisors, our agents, our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting us and them in providing relevant services and products, or for the purpose of recovery or litigation.
- People listed as co-insured on your policy and to family members or agents authorized by you.

When disclosing your personal information to any third parties, HSCB requires the third parties, as part of their contracts with HSCB, to maintain your confidentiality and may not use your information for any unauthorized purpose. HSCB requires them to protect and handle your personal information in a manner consistent with our privacy practices and all applicable privacy laws.

Rights of access / challenges

You have a right to access the personal information that we hold about you, and where the collection, use and/or disclosure requires your consent, the right to withdraw that consent so we stop the processing in question, though both of these rights are subject to any legal restrictions or rights of refusal. You also have the right to challenge the accuracy and completeness of the information, and have that information amended as appropriate.

If you have any questions, comments, or challenges with respect to our privacy policy, or wish to access your personal information, you may contact our Privacy Officer at the following:

Privacy Officer
HDI Global Specialty SE – Canadian Branch
130 Adelaide Street West, Suite 3400
Toronto, ON M5H 3P5

E-mail address: PrivacyCanadaBranch@hdi-specialty.com

The complete Privacy Policy of the Canadian branch of HDI Global Specialty SE can be found at the following link:

https://www.hdi.global/globalassets/_local/international/downloads/group_hgs-privacy/hgs_privacypolicy_ca_en.pdf

Further privacy information for HDI Global Specialty SE can be found at the following link:

<https://www.hdi.global/en-ca/legal/privacy/#1>



Special Risk and Your Privacy

Special Risk Insurance Managers Ltd. is committed to protecting the privacy, confidentiality, accuracy and security of the personal information that it collects, uses, retains and discloses in the course of conducting business.

Building Relationships with You

To build a lasting relationship with you, and to provide you with requested products, services and advice, we need certain information. The information we gather about you varies, depending on your desired product or service. "Personal information" is information – oral, electronic or written – about an identifiable individual, including (but not limited to):

- **name, address and telephone number**
- **age, gender, family and marital status**
- **driving record**
- **previous insurance and claims experience**
- **medical and health information**
- **employment information**
- **banking information, credit rating, payment records**
- **identification numbers**
- **assets and liabilities**

Using Your Personal Information

As part of our relationship with you, we may collect, use and disclose your personal information to:

- **identify you**
- **understand your needs**
- **confirm your application information and assess your eligibility for products and services**
- **provide you with ongoing services, establish and maintain communication, and to respond to your inquiries**
- **investigate and settle your claims, and determine your eligibility for benefits**
- **provide information that may be of interest to you**
- **meet regulatory requirements**

We may collect, use and disclose your information with your Broker, other insurers, insurance reporting agencies, credit bureaus, and/or any other person, corporation, firm or enterprise (such as the Motor Vehicle Licensing Bureau). This would **only** be done as reasonably required for the purposes stated above.

Before using your information for any purpose other than those listed above, we or your Broker will explain the purpose and obtain your consent. We do not sell client lists nor do we collect, use or disclose your personal information without your consent, except where authorized by law. *We do not share your health information without your express consent.*

Except as otherwise stated in this brochure, Special Risk will **not** use your personal information to offer other products or services from us, from any companies affiliated with us or from any of our business partners. This is what your insurance Broker does for you. If you have any questions about what your insurance Broker does with your personal information, please contact their office for details on their policies and procedures with respect to your private data.



Your Rights

As a valued client of Special Risk, you have the right to access your personal information and request changes if required. It is also your legal right to deny us the use or disclosure of your information for certain purposes, or to choose not to provide us with some or all of your personal information. Please note however, that we only collect information that is necessary to determine your eligibility for coverage, process your business and handle your claims. Therefore, should you exercise this right and refuse to provide the required information, we will not be able to provide you with the requested products or services.

By providing your consent for us to collect, use and disclose your personal information, we can better provide you with services and products, information and counsel.

Special Risk notifies your Broker of special product offers, contests, community events, new discounts, coverages, products and services. Be sure to let your Broker know if you would like to receive this information.

Once Special Risk has issued a policy to you, you may not withdraw your consent. This is necessary since we may be required to use your personal information in the normal course of handling your business, past and present. For example, we may need to contact you in the event of a claim.

Our Commitment To You

Maintaining the security of your personal information is a top priority. Only authorized personnel have access to your information. Our systems and procedures are designed to prevent the loss, misuse, unauthorized access, disclosure, alteration, and destruction of your information. Our commitment to security is emphasized in our Code of Ethics and extends to the contracts and agreements that we sign with external suppliers and service providers. We will only retain your information for as long as required for the purposes for which it was collected and/or any legal or regulatory requirements.

Privacy Questions, Comments or Requests?

If you have any questions, comments, concerns or requests pertaining to our privacy policy – please feel free to:

- talk to your broker
- contact us at:
Special Risk Insurance Managers Ltd.
Privacy Compliance Officer
#103-8411-200TH Street,
Langley, BC
V2Y 0E7
Tel: (604) 888-0050
Toll Free: 1-800-993-6388
Fax: (604) 888-1008

Note: The Privacy Policies of Insurers/Underwriters at risk are also available upon request.

Note: For Quebec Residents:

If a conflict arises between Federal and Quebec privacy legislation for events occurring in the province of Quebec, then Quebec privacy legislation shall prevail.



SPECIAL RISK
INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | WWW.SRIM.CA

CANCELLATION OF INSURANCE

Effected with certain Underwriters (hereafter called the "Insurer") as arranged through

SPECIAL RISK INSURANCE MANAGERS LTD.
103 – 8411 200 St Langley, British Columbia

We hereby agree that policy (certificate) number: _____

issued on behalf of: **CERTAIN UNDERWRITERS as arranged through
Special Risk Insurance Managers Ltd.**

in the name of: _____

together with renewal certificates relating thereto,
be declared null and void as of (requested date of cancellation): _____

and that the Insurer be relieved from all liability there under as from said date.

Signature of Insured: _____

Signature of Witness: _____

Signature of Mortgagee: _____

Date of cancellation: _____

Date of Inception: _____

Period in force: _____

Whole premium: _____

Earned premium: _____

Refund: _____

State whether the refund is
calculated:

☐ Pro Rata

☐ Short Rate

Reason: _____

State new number if replaced: _____

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

NOTICE CONCERNING PERSONAL INFORMATION

Introduction:

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

Consent to Collection:

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

How we Collect Information:

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

What personal information we process about you and how it is used:

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

We collect, process, and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit www.lloyds.com . Further details can be found on our online Privacy & Cookies policy at [Privacy - Lloyd's \(lloyds.com\)](http://Privacy - Lloyd's (lloyds.com))

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

Who we disclose your information to:

For our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

Use or disclosure without consent or further notification

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- Interest of the individual: When it is clearly used for your benefit.

- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

Retention

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

Your rights

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

The right to access

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

The right to rectification

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

The right to be forgotten

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

The right to data portability

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

The right to withdraw consent

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

How to access your information and/or contact us

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contact:

Lloyd's Underwriters
Attention: Nicole Seymour, Privacy Officer
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,
P.O. Box 51 Toronto, Ontario M5J 2J2
Tel: 1-416-360-1512
E-mail: LloydsCanada@lloyds.com

08/23
LSW1543E

Making a Complaint

HDI Global Specialty SE

At HDI Global Specialty SE each of our customers is important to us, and we believe you have the right to a fair, swift and courteous service at all times. If you are dissatisfied with the service you have received and wish to make a complaint, please contact us by email: complaints-canadianBranch@hdi-specialty.com

We will acknowledge your complaint in writing and provide you with our initial response within ten (10) business days of receipt.

If your complaint has not been resolved earlier, we will provide you with a final response within fifty-six (56) days of receipt of your complaint. If we are unable to provide you with a final response within this time frame, we will write to you explaining the delay and advise you when you can expect a final response.

If you are a customer of our Canadian branch (outside Quebec), and if more than 56 days from the date of your complaint have elapsed and you have not received a final response, or you are dissatisfied with the final response you have received from us, you may choose to refer your complaint to the:

General Insurance OmbudService (GIO):

4711 Yonge street
10th Floor
Toronto, ON M2N 6K8
1-877-225-0446
416-299-4261 (fax)

Website:
<https://giocanada.org/>

Online Complaint Form:
<https://giocanada.org/submit-a-complaint/>

Sanctions clause

HDI Global Specialty SE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Canada or United States of America.



SERVICE OF SUIT CLAUSE (CANADA)

(Action against Insurer)

Notices, including notices of legal proceedings, in connection with this Agreement and involving the Underwriter **HDI Global Specialty SE acting through its Canadian Branch**, shall be in writing and sent to the address and/or email address included below:

Head of Branch, for
HDI GLOBAL SPECIALTY SE - CANADIAN BRANCH
130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5;
email address: derek.spafford@hdi-specialty.com



SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100

SERVICE OF SUIT CLAUSE (CANADA)
(Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney in Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Grayson LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8

LMA5028B

15 April 2022

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

SHORT RATE CANCELLATION TABLE:

A) For Insurances written for one year:

Days insurance in force	Percent of one Year premium	Days insurance in force	Percent of one year premium
1	5	154 - 156	53
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182	60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32	19	210 - 214	67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246	74
59 - 62	27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273	80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91	35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305	87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124	44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337	94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153	52	361 - 365	100

B) For insurances written for more or less than one Year:

- 1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.**
- 2. If insurance has been in force for more than 12 months;**
 - a) Determine full annual premium as for an insurance written for a term of one year.**
 - b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.**
 - c) Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.**

INSURING AGREEMENT

LIABILITY

The Insurer, in consideration of the payment to the premium, in reliance upon the statements in the Declarations made a part of this policy and subject to all the terms and conditions of this policy and the riders and endorsements attached, agrees with the Named Insured as specified in the Insuring Agreements of the riders and endorsements attached hereto. The following Definitions, Pollution Exclusion, Nuclear Energy Liability Exclusion and Conditions apply to all Liability Riders and/or Endorsements attached to this policy except as they may be modified or supplemented by the riders and/or endorsements attached.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means any self-propelled land motor vehicle, trailers or semi-trailers while attached thereto or unattached (including its equipment mounted on or attached thereto) other than any of the following or their trailers, accessories and equipment:

- (i) vehicles of the crawler type (other than motorized snow vehicles);
- (ii) tractors (other than road transport tractors designed to haul trailers or semi-trailers), road rollers, graders, scrapers, bulldozers, paving machines and concrete mixers (other than concrete mixers of the mix-in-transit type);
- (iii) other construction machinery or equipment mounted on wheels but not self-propelled while not attached to any self-propelled land motor vehicle;
- (iv) self-propelled land motor vehicles used solely on the premises of the Insured.

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"completed operations hazard" includes bodily injury or property damage arising out of operations, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (i) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;
- (ii) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed;
- (iii) when the portion of the work out of which the bodily injury or property damage arises has been put to its intended use by any persons or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard shall not include:

- (i) operations in connection with the pick up and delivery of property;
 - (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.
- "elevator" means any hoisting or lowering device to connect floors or landings whether or not in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include:
- (i) dumbwaiters, the floor area of which does not exceed 1 square metre (10.76 square

feet), and used exclusively for carrying property;

- (ii) hod or material hoists used in connection with alterations, construction or demolition operations;
- (iii) inclined conveyors used exclusively for carrying property;
- (iv) automobile servicing hoists.

"Incidental contract" means any written agreement which is a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement or elevator maintenance agreement.

"Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision of the applicable coverage rider. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought.

"Named Insured" means the person or organization named in the Declarations of this policy.

"Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof other than a vehicle), but shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

"Policy territory" means:

- (i) Canada or the United States of America, its territories or possessions, or
- (ii) anywhere in the world with respect to compensatory damages because of bodily injury

or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (i) above, provided suit for such compensatory damages is brought within such territory.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Products hazard" includes bodily injury and property damage arising out of the Named Insured's products but only if such bodily injury or property damage occurs *away* from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

"Property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an accident occurring during the policy period

ENVIRONMENTAL LIABILITY EXCLUSION

It is agreed that this policy does not apply to:

- (a) "Bodily injury" or "property damage" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:

1. At or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to an Insured;
2. At or from any premises, site or location which is or was at any time, used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom the Insured may be legally responsible; or
4. At or from any premises, site or location on which any Insured or any contractors

or subcontractors working directly or indirectly on any Insured's behalf are performing operations:

- (a) if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor; or
- (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of pollutants.

Sub-paragraphs 1. and 4.(a) of paragraph (a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be.

- (b) Any loss, cost or expense arising out of any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to, or assess the effect of pollutants unless such loss, cost or expense is consequent upon "bodily injury" or "property damage" covered by this policy.

NUCLEAR ENERGY LIABILITY EXCLUSION

Applicable to all coverage riders other than Comprehensive Personal Liability, Farmers Comprehensive Liability and Storekeepers Liability).

It is agreed that this policy does not apply:

- (a) to liability imposed by or arising under the Nuclear Liability Act;
nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or 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; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (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 an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term radioactive material " means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

SEE CONDITIONS ON REVERSE SIDE

CONDITIONS

1. Premium and Adjustment of Premiums:

- (a) Unless otherwise stated, the premium stated in the declarations is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium bases and rates shown in the declarations or in any endorsement attached hereto, shall be used in ascertaining the earned premium with respect to the specific hazards mentioned herein.
- (b) In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the declarations, or in any endorsement, the earned premium with respect thereto shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- (c) Subject to the retention by the Insurer of the minimum premium provided for in the declarations, if the earned premium for this policy thus computed exceeds the estimated deposit premium paid, the Named Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- (d) The Named Insured shall maintain for each hazard hereby insured against, a record of the information necessary for premium computation on the basis stated, and shall submit such record to the Insurer at the end of the policy period and at such other times during the policy period as the Insurer may direct.

2. Inspection - Audit:

The Named Insured shall permit the Insurer to inspect the insured premises, operations and elevators and to examine and audit the Named Insured's books and records at any time during the policy period (and any extension thereof and within one year after the termination of this policy), as far as they relate to the premium basis or the subject matter of this insurance. The Insurer assumes no responsibility and waives no rights by reason of such inspection, examination, audit or the omission thereof.

3. Insured's Duties in the event of Accident, Occurrence, Claim or Suit:

- (a) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given promptly by or for the Insured to the Insurer or any of its authorized agents.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every writ, letter, document or advice received by him or his representative.
- (c) The Insured shall co-operate with the Insurer and, upon the Insurer's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for the first aid to others at the time of accident.

4. Action against Insurer:

No action shall lie against the Insurer under any Insuring Agreement of this policy including the Insuring Agreement relating to "Defense - Settlement-Supplementary Payments" unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer. Every action or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or written agreement and not afterwards. If this policy is governed by the law of Quebec, every action or proceeding against the Insurer shall be commenced within three years from the time the right of action arises. Nothing contained in this policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations hereunder.

5. Subrogation:

In the event of any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery there for against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

6. Other Insurance:

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amounts of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares:

If all of such other valid and collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits:

If any of such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Changes:

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Insurer from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

8. Assignment:

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon; if, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall, if written notice be given to the Insurer within sixty days, after the date of such death or adjudication, cover the Named Insured's legal representative as the Named Insured except in the Province of Quebec where no notice is required.

9. Notice:

Any written notice to the Insurer may be delivered at or sent by registered mail to the agent through whom this policy was issued or to any branch of the Insurer in Canada. Written notice may be given to the Named Insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the Insurer; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition the expression "registered" shall mean registered within or without Canada. Notice to the first Named Insured shall constitute notice to all Insureds.

10. Cancellation-Termination:

- (a) This policy may be terminated,
 - (i) by the Insurer giving to the Named Insured 15 days written notice of termination by registered mail or personal delivery; (ii) by the Named Insured at any time on written request.
- (b) Where the policy is terminated by the Insurer,
 - (i) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the policy has been in force, calculated pro rata; or
 - (ii) where the premium is developed by an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- (c) Where the policy is terminated by the Named Insured,
 - (I) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy, or where the premium is developed by an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy.
- (d) Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- (e) Except in Quebec, the fifteen days mentioned above in this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- (f) In Quebec, the Notice of Cancellation from the Insurer takes effect 15 days after receipt by the Insured at the last known address.
- (g) premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.

11. Declarations:

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

COMMERCIAL GENERAL LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, and D. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking those damages, but:
 - (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - (ii) we may investigate and settle any claim or "action" at our discretion; and
 - (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
 - (iv) The "action" must be brought in the "coverage territory".
- (b) Compensatory Damages because of "bodily injury" include compensatory damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury". Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".
- (c) "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (b) "Bodily injury" or "property damage" for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages for "insured contracts".

- 1) Assumed in a contract or agreement that is an "insured contract"; or
 - 2) That the Insured would have in the absence of the contract or agreement.
- (c) Any obligation of the Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (d) (i) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any Insured of:
- a. any "automobile";
 - b. any motorized snow vehicle or its trailers;
 - c. any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - d. any vehicle which, if it were to be insured, would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.
- (ii) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.

This exclusion does not apply to "bodily injury" to an employee of the Insured on whose behalf contributions are made or required to be made by the Insured under the provisions of any workers compensation law.

- (e) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any Insured of any watercraft.

This exclusion does not apply to:

- (i) a watercraft while ashore on premises you own or rent;
 - (ii) a watercraft you do not own that is:
 - a. less than 8 meters long; and
 - b. in/outboard motor of not more than 10h.p., and
 - c. not being used to carry persons or property for a charge.
 - (iii) "bodily injury" to any employee of the Insured on whose behalf contributions are made or required to be made under the provisions of any workers compensation law.
- (f) (i) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any Insured of:
- a. any aircraft; or
 - b. any air cushion vehicle.
- (ii) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation or entrustment to others by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- (g) "Property damage" to:
- (i) property you own, rent or occupy;
 - (ii) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (iii) property loaned to you;
 - (iv) personal property in your care, custody or control;
 - (v) that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or

- (vi) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (ii) of this exclusion do not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (vi) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- (h) "Property damage" to "your product" arising out of it or any part of it.
- (i) "Property damage" to that particular part of "your work" out of which an "occurrence" arises due to "your work" having been incorrectly performed on it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- (j) "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
 - (i) a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or,
 - (ii) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- (k) Any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (i) "your product";
 - (ii) "your work"; or
 - (iii) "impaired property";
if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- (l) "Bodily injury" or "property damage" due to the rendering or failure to render any professional services by you or for you.
- (m) Pollution Liability - see Common Exclusions.
- (n) Nuclear Liability - see Common Exclusions.
- (o) War Risks - see Common Exclusions.
- (p) Microorganism – See Common Exclusions

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. We will have the right and duty to defend any "action" seeking those compensatory damages but:

- (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".
- (ii) we may investigate and settle any claim or "action" at our discretion; and
- (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
- (iv) The "action" must be brought in the "coverage territory".
- (b) This insurance applies to "personal injury" only if caused by an offence:
 - (i) committed in the "coverage territory" during the policy period; and
 - (ii) arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by you or for you.
- (c) This insurance applies to "advertising injury" only if caused by an offence committed:
 - (i) in the "coverage territory" during the policy period; and
 - (ii) in the course of advertising your goods, products or services.

2. Exclusions

This insurance does not apply to:

- (a) "Personal injury" or "advertising injury":
 - (i) arising out of oral or written publication of material, if done by or at the discretion of the Insured with knowledge of its falsity;
 - (ii) arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - (iii) arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
 - (iv) for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
- (b) "Advertising injury" arising out of:
 - (i) breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (ii) the failure of goods, products or services to conform with advertised quality or performance;
 - (iii) the wrong description of the price of goods, products or services; or
 - (iv) an offence committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.
- (c) Pollution Liability - see Common Exclusions.
- (d) Nuclear Liability - see Common Exclusions.
- (e) War Risks - see Common Exclusions.
- (f) Microorganism – See Common Exclusions.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- (a) We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (i) on premises you own or rent;
 - (ii) on ways next to premises you own or rent; or
 - (iii) because of your operations;
 - provided that:
 - a. the accident takes place in the "coverage territory" and during the policy period;
 - b. the expenses are incurred and reported to us within one year of the date of the accident; and
 - c. the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- (b) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (i) first aid at the time of an accident;
 - (ii) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (iii) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- (a) to any Insured;
- (b) to a person hired to do work for or on behalf of any Insured or a tenant of any Insured;
- (c) to a person injured on that part of premises you own or rent that the person normally occupies;
- (d) to a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law;
- (e) to a person injured while taking part in athletics;
- (f) the payment of which is prohibited by law;
- (g) included within the "products-completed-operations hazard";
- (h) excluded under Coverage A.

COVERAGE D. TENANT'S LEGAL LIABILITY

1. Insuring Agreement

We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. This insurance applies only to "property damage" to premises rented to you or occupied by you. This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking compensatory damages but:

- (a) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".
- (b) we may investigate and settle any claim or "action" at our discretion; and

- (c) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverage A, B or D or medical expenses under Coverage C.
- (d) The “action” must be brought in the “coverage territory”.

2. Exclusions

This insurance does not apply to:

- (a) “Property damage” expected or intended from the standpoint of the Insured.
- (b) “Property damage” for which the Insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.
- (c) “Property damage” for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.
- (d) Pollution Liability - see Common Exclusions.
- (e) Nuclear Energy Liability - see Common Exclusions.
- (f) War Risks - see Common Exclusions.
- (g) Microorganism – See Common Exclusions.

COMMON EXCLUSIONS - COVERAGES A, B, C, AND D

1. Pollution Liability

- (a) “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
 - (i) at or from premises owned, rented or occupied by an Insured;
 - (ii) at or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (iii) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or organization for whom the Insured may be legally responsible; or
 - (iv) at or from any site or locations on which an Insured or any contractor or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
 - a. if the pollutants are brought on or to the site or location in connection with such operations; or
 - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- (b) Any loss, cost or expense arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- (c) Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. “Waste” includes materials to be recycled, reconditioned or reclaimed.

Subparagraphs (i) and (iv) a. of paragraph (a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire". As used in this exclusion, a "hostile fire" means one which becomes uncontrollable, or breaks out from where it was intended to be.

2. Nuclear Energy Liability

- (a) Liability imposed by or arising under the Nuclear Liability Act.
- (b) "Bodily injury" or "property damage" with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or 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.
- (c) "Bodily injury" or "property damage" resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured or services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility;
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

- (1) the term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- (2) the term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- (3) the term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;
 and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- 4. the term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission

3. War Risks

"Bodily injury" or "property damage" due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

5. Microorganism

"Bodily injury" or "property damage" due to any claim, cost, expense, or other sum arising directly or indirectly out of or relating to:

the actual or alleged presence, at or from any premises owned rented or occupied by an Insured, of mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion replaces and supersedes any provision in the Policy that may provide insurance, in whole or in part, for these matters.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, AND D

We will pay, with respect to any claim or "action" we defend:

- (a) All expenses we incur.
- (b) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (c) All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to \$100 a day because of time off from work.
- (d) All costs taxed against the Insured in the "action" and any interest accruing after entry of judgement upon that part of the judgement which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- (a) An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an Insured. Your members, your partners and their spouses are also Insureds, but only with respect to the conduct of your business.
- (c) An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an Insured:

- (a) Your employees or your volunteers, other than your executive officers, but only for acts within the scope of their employment by your or, in the case of volunteers, within the scope of their duties assigned by you. However, except as provided in (b) below, none of these employees or volunteers is an Insured for:
 - (i) "bodily injury" or "personal injury" to any person who, at the time of injury, is entitled to benefits under any workers compensation or disability benefits law or a similar law; or

- (ii) "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (iii) "property damage" to property owned or occupied by or rented or loaned to that employee or volunteer, any of your other employees or volunteers, or any of your partners or members (if you are a partnership or joint venture).

And no employee is an Insured for bodily injury or personal injury to you or to a co-employee whilst in the course of their employment or service.

- (b) Any member while participating in or training for a sanctioned sporting or social event.
 - (c) Any person (other than your employees or volunteers), or any organization while acting as your real estate manager.
 - (d) Any person or organization having proper temporary custody of your property if you die, but only:
 - (i) with respect to liability arising out of the maintenance or use of that property; and
 - (ii) until your legal representative has been appointed.
 - (e) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 - (f) Municipalities, government departments, sponsors and owners of facilities in whose name you have agreed to provide insurance are added as additional Insureds, but only for their vicarious liability arising out of your operations.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
- (a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (b) Coverage A and D does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (c) Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offence committed before you acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "actions" brought; or
 - (c) Persons or organizations making claims or bringing "actions".
2. The Aggregate Limit is the most we will pay for the sum of:
 - (a) Medical expenses under Coverage C;
 - (b) Compensatory damages under Coverage B - Personal and Advertising Injury Liability;
 - (c) Compensatory damages under Coverage A - Bodily Injury and Property Damage Liability, arising out of the "products-completed operations hazard".
3. Subject to 2 above, the Each Occurrence Limit is the most we will pay for the sum of:
 - (a) Compensatory damages under Coverage A and Coverage B; and

- (b) Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for compensatory damages because of "property damage" to any one premises.
5. Subject to 3 above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
6. All Loss Deductible Coverage A:
Bodily Injury and Property Damage, Legal Fees Expenses - Coverage A:
It is agreed that our obligation under Coverage A to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of "bodily injury", "property damages", legal fees and expenses as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
7. All Loss Deductible Coverage B:
Personal and Advertising Injury, Legal Fees Expenses - Coverage B:
It is agreed that our obligation under Coverage B to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of "personal injury" or "advertising injury", legal fees and expenses as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
8. All Loss Deductible Coverage D (Tenants Legal Liability):
It is agreed that our obligation under this coverage to pay compensatory damages on your behalf because of "property damage" applies only to the amount of compensatory damages in excess of the deductible amount. The deductible amount applies to all compensatory damages because of property damage as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of "actions", and (b) your duties in the event of an "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this policy.

2. Canadian Currency Clause

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

3. Cancellation

- (a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- (b) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (i) 15 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (ii) 30 days before the effective date of cancellation if we cancel for any other reason. In Quebec, if notice is mailed, cancellation takes effect 15 or 30 days after receipt of notice by the post office to which it is addressed depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice.
- (c) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (d) The policy period will end on the date cancellation takes effect.
- (e) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Duties in the Event of Occurrence, Claim or Action

- (a) You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - (i) how, when and where the "occurrence took place; and
 - (ii) the names and addresses of any injured persons and of witnesses.
- (b) If a claim is made or "action" is brought against an Insured, you must see to it that we receive prompt written notice of the claim or "action".
- (c) You and any other involved Insured must:
 - (i) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - (ii) authorize us to obtain records and other information;
 - (iii) cooperate with us in the investigation, settlement or defence of the claim or "action"; and
 - (iv) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this Insurance may also apply.
- (d) No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

7. Inspections and Surveys

We have the right but are not obligated to:

- (a) Make inspections and surveys at any time;
- (b) Give you reports on the conditions we find; and
- (c) Recommend any changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (a) Are safe or healthful; or
- (b) Comply with laws, regulations, code or standards.
This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections surveys, reports or recommendations.

8. Legal Action Against Us

No person or organization has a right under this policy:

- (a) To join us as a party or otherwise bring us into an "action" asking for compensatory damages from an Insured; or
- (b) To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but we will not be liable for compensatory damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by us, the Insured and the Claimant or the Claimant's legal representative. Every "action" or proceeding against us shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this policy is governed by the laws of Quebec, every action or proceeding against us shall be commenced within three years from the time the right of action arises.

9. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under Coverages A, B or D of this policy, our obligations are limited as follows:

(a) Primary Insurance

This insurance is primary except when (b) below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (c) below

(b) Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) that is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work" or for premises rented to you; or
- (ii) if the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion (e) or Coverage A (Section 1).

When this insurance is excess we will have no duty under Coverage A, B or D to defend any claim or "action" that any other Insurer has a duty to defend. If no other Insurer defends, we will undertake to do so, but we will be entitled to all the Insured's rights against all those other Insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) the total of all deductible and self-insured amounts under all that other insurance. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

(c) Method of Sharing

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

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

10. Premium Audit

- (a) We will compute all premiums for this policy in accordance with our rules and rates.
- (b) Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum premium shown in the Declarations of this policy.
- (c) The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. Premiums

The first Named Insured shown in the Declarations:

- (a) Is responsible for the payment of all premiums; and
- (b) Will be the payee for any return premiums we pay.

12. Representations

By accepting this policy, you agree:

- (a) The statements in the Declarations are accurate and complete;
- (b) Those statements are based upon representations you made to us; and
- (c) We have issued this policy in reliance upon your representations.

13. Separation of Insureds, Cross Liability

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- (a) As if each Named Insured were the only Named Insured; and
- (b) Separately to each Insured against whom claim is made or "action" is brought.

14. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "action" or transfer those rights to us and help us enforce them.

15. Transfer of Your Rights and Duties under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have the rights and duties but only with respect to that property.

SECTION V - DEFINITIONS

1. "Action" means a civil proceeding in which compensatory damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which you must submit with our consent.
2. "Advertising injury" means injury arising out of one or more of the following offences:
 - (a) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - (b) Oral or written publication of material that violates a person's right of privacy;
 - (c) Misappropriation of advertising ideas or style of doing business.
3. "Automobile" means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.
4. "Coverage territory" means worldwide, with actions to be brought in Canada only. This policy does not have an obligation of duty to defend on actions brought outside of Canada.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - (a) It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - (b) You have failed to fulfill the terms of the contract or agreement; such property can be restored to use by:

- (i) the repair, replacement, adjustment or removal of "your product" or "your work"; or
- (ii) you fulfilling the terms of a contract or agreement.

7. "Insured Contract" means:

- (a) A lease of premises;
- (b) A sidetrack agreement;
- (c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- (d) Any other easement agreement;
- (e) An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- (f) An elevator maintenance agreement.

An "insured contract" does not include that part of any contract or agreement:

- (i) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (ii) under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in (i) above and supervisory, inspection or engineering services.

8. "Occurrence" means accident, including continuous or repeated exposure to substantially the same general harmful condition.

9. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offences:

- (a) False arrest, detention or imprisonment;
- (b) Malicious prosecution;
- (c) Wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
- (d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (e) Oral or written publication of material that violates a person's right to privacy.

10. (a) "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except

- (i) products that are still in your physical possession; or
- (ii) work that has not yet been completed or abandoned.

(b) "Your work" will be deemed completed at the earliest of the following times:

- (i) when all of the work called for in your contract has been completed;
- (ii) when all of the work to be done at the site has been completed if your contract calls for work at more than one site;
- (iii) when that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- (c) This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

11. "Property damage" means:

- (a) Physical injury to tangible property, including all resulting loss of use of that property; or
- (b) Loss of use of tangible property that is not physically injured.

12. "Your product" means:

- (a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (i) you;
 - (ii) others trading under your name; or
 - (iii) a person or organization whose business or assets you have acquired; and

- (b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

13. "Your work" means:

- (a) Work or operations performed by you or on your behalf; and
- (b) Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above.

CGL DND F CGL 4605 - NON - OWNED AUTOMOBILE INSURANCE (S.P.F. NO. 6) (6-91)

FORM NO. CGL 4605 (6-91)

NON - OWNED AUTOMOBILE INSURANCE (S.P.F. NO. 6)

INSURING AGREEMENT

In consideration of the payment of the premium and of the statements contained in the application on file with the insurer and subject to the limits, terms, conditions, provisions, definitions, and exclusions herein stated.

SECTION A - THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part or licensed in the name of the Insured and resulting from

BODILY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:

provided always the Insurer shall not be liable under this policy:

(a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or

(b) for any liability imposed upon any person insured by this policy:

(1) by any workers compensation law; or

(2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

(c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement, but this exclusion does not apply to that part of any contract or agreement pertaining to the business of the Insured under which the Insured assumes tort liability of another to pay compensatory damages because of bodily injury or property damage to a third person or organization, if the contract or agreement is made prior to the bodily injury or property damage. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

(d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or

(e) for any amount in excess of the limit stated in the Declarations, and expenditures provided for in the Supplementary Payments of this policy; subject always to the provisions of the section of The Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

Paragraph (b) of this section is not applicable in the Province of Ontario.

LIMIT OF INSURANCE

The limit stated in the Declarations for Non-Owned Automobile is the maximum the Insurer will pay (exclusive of interest and costs) for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property from any one accident (regardless of the number of claims arising).

ADDITIONAL AGREEMENTS OF INSURER

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

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

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

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

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

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

(6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

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

(a) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;

(b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

GENERAL PROVISIONS AND DEFINITIONS

1. Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the insured stated in Declarations, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured Person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional Insured Person, or (b) any automobile hired or leased in the name of the Insured except any automobile owned in whole or in part or licensed in the name of such additional insured person.

2. Territory

This Policy applies only to the use of or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of these countries.

3. Hired Automobiles Defined

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, for periods not exceeding 30 days, used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. Automobiles Operated under Contract Defined

The term "automobiles operated under contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in the Declarations where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

5. Two or more Automobiles

When two or more automobiles are insured hereunder the terms of this Policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of insurance.

6. Premium Adjustment

An estimated premium for this form has been used as a factor in the computation of the provisional premium for this Policy. The actual premium for the insurance afforded by this form determined in accordance with the insurer's rules, rates, rating plans, premium and minimum premiums applicable to this insurance, shall be included as a factor in the computation of the earned premium for this policy.

7. Representation

Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or 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.

STATUTORY CONDITIONS

Material Change in Risk

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

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

(a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceeding under the Bankruptcy Act (Canada);

and in respect of insurance against loss of or damage to the automobile,

(b) any mortgage, lien or encumbrance affecting the automobile after the application for the contract;

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

NOTE: In Prince Edward Island Statutory Condition 1, subconditions 2 and 3 are identical with the above quoted Statutory Condition relating to material change in risk.

Prohibited Use by Insured

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

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

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

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

(d) for any illicit or prohibited trade or transportation; or

(e) in any race or speed test.

Prohibited Use by Others

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

- (a) by any person,
- (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
- (ii) while that person is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
- (b) by any person who is a member of the household of the Insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
- (c) for any illicit or prohibited trade or transportation; or
- (d) in any race or speed test.

Requirements Where Loss or Damage to Persons or Property

3. (1) The insured shall,

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

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

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

(2) The insured shall not,

(a) voluntarily assume any liability or settle any claim except at his own cost, or

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

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

Requirements Where Loss or Damage to Automobile

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

(a) promptly give notice thereof in writing to the Insurer with the fullest of information obtainable at the time;

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

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

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

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

(a) without the written consent of the Insurer; or

(b) until the Insurer has had a reasonable time to make the examination for which provision is made in Statutory Condition 5.

Examination of Insured

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

Insurer Liable for Cash Value of Automobile

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

Repair or Replacement

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

No Abandonment; Salvage

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

In Case of Disagreement

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

Inspection of Automobile

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

Time and Manner of Payment of Insurance Money

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

When Action May be Brought

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

Limitation of Actions

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

NOTE: In Yukon Territory, Northwest Territories and New Brunswick, the one year limitation period in subcondition (3) should read "2 years". In the case of Nova Scotia and Newfoundland subcondition (3) should read as follows:

"(3) Every action or proceeding under this contract against the insurer in respect of a claim for indemnification for liability of the insured for loss or damage to property of another person or for personal injury to or death of another person shall be commenced within two years after the liability of the insured is established by a court of competent jurisdiction and not afterwards. Every other action or proceeding against the insurer under this contract in respect of loss or damage to the automobile shall be commenced within two years from the time the loss was sustained and not afterwards."

Who May Give Notice and Proofs of Claim

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

Termination

8. (1) This contract may be terminated,

(a) by the Insurer giving to the insured thirty days' notice of termination by registered mail or five days' written notice of termination personally delivered;

(b) by the insured at any time on request.

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

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

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

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

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

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

NOTICE

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

NOTE: In the Northwest Territories, the reference is to Territories and in the Yukon Territory the reference is to Territory rather than Province.

MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial General Liability Insurance coverage.

Exclusion of coverage A (Section 1) is deemed to include the following:

- (1) It is understood and agreed that this insurance policy shall not apply to “bodily injury” (as defined herein), “property damage” (as defined herein), “advertising injury” (as defined herein) or “personal injury” (as defined herein) arising out of in whole or in part: (1) corporal punishment, sexual or physical abuse, sexual exploitation, transmission of disease or other harmful acts by the insured or any occupant or resident of the insured’s operation or premises; (2) any employee of any insured; or (3) any volunteer.
- (2) It is further understood and agreed that this insurance policy shall not apply to claims arising out of but not limited to; (1) the actual or threatened abuse or molestation by anyone while in the care, custody or control of any insured; or (2) the negligent (a) employment, (b) investigation, (c) supervision, (d) reporting to the proper authorities or failure to so report, (e) retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded under paragraph (1) above.
- (3) It is further understood and agreed that the insurer shall not have any duty to defend any suit against the insured seeking damages on account of any “bodily injury”, “property damage” or “personal injury” as described in this endorsement.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

REIMBURSEMENT CLAUSE ENDORSEMENT

Attached to and forming part of the commercial general liability coverage as per wordings:

It is hereby understood and agreed that the insured shall reimburse the company up to the amount stated in the declarations with respect to all claims, legal fees and adjusting expenses combined in any one loss, and the company shall only be liable for loss, damage or expense in the excess of that amount.

The terms of the policy, including those with respect to notice of loss and the insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the reimbursement.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.



SPECIAL RISK
INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | WWW.SRIM.CA

LIFE PRESERVER WARRANTY

Attached to and forming part of the commercial general liability coverage as per wordings:

It is hereby understood and agreed that the following warranty is hereby incorporated in and made a part of this policy.

Failure of the insured to comply with any or all of the following will render the policy null and void in the event of loss arising out of any watercraft operations.

The insured warrants that while operating watercraft during the course of operations, a department of transport approved life preserver will be provided and worn by every member in the watercraft.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

FUNGI AND FUNGAL DERIVATIVES EXCLUSION ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Attached to and forming part of the Commercial General Liability Wording.

The following Exclusion is added to Section I, Common Exclusions – Coverages A, B, C AND D:

Fungi and Fungal Derivatives

This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal injury", "advertising injury" or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
- b. any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of, "fungi" or "spores; or
- c. any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the injury, damage or activity referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

This exclusion does not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by the Insured.

The following definitions are added to Insuring Agreement V. – Definitions:

"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resultant mycotoxins, allergens, or pathogens.

"Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

TOTAL ASBESTOS EXCLUSION

Attached to and forming part of the commercial general liability coverage as per wordings:

This insurance shall not apply to and does not cover any actual or alleged liability for any claim in respect of loss, damage, cost or expense directly or indirectly caused by, resulting from, or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured seeking damages.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

OTHER INSURANCE CLAUSE

It is hereby understood and agreed under Insuring Agreement Form IFC33000, Condition 6 “Other Insurance” is deleted in its entirety. Further, Section IV, Commercial General Liability – Condition 9 “Other Insurance” is replaced with the following:

Other Insurance

“If other valid and collectible insurance is available to the insured for a loss covered under this policy, this insurance is excess over any and all of the other insurance, whether such other insurance is primary, excess, contingent or on any other basis and whether such other insurance has a policy that is the same or different in type and/or purpose from this policy, and the Insurer is not liable for any loss or claim until the amount of such other insurance has been used in its entirety.”

Excess Insurance

When this insurance is excess, we will have no duty under the coverage in this policy to defend any claim or action that any other insurer has a duty to defend. If no other insurer defends, and if we undertake to do so, we will be entitled to all the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b) the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance Provision unless it was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy, in which case we will not share any of the remaining loss.

Additional Insured – Primary and Non-Contributory – by Contract

If you have agreed in a written contract or written agreement with an additional insured that this insurance is primary and non-contributory, then this insurance is primary specifically relating to the Insureds negligence to other insurance available to the additional insured which covers that person or organization as a named insured and we will not seek contribution from that other insurance.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

POLICY DISPUTES

Attached to and forming part of the commercial general liability wordings:

Any dispute concerning coverage under this policy and/or the interpretation of the Terms Conditions Limitations and/or Exclusions contained herein is understood and agreed by both the Insured and the Insurers to be subject to the law and jurisdiction of a Canadian province or Territory as determined by the relevant Insurance Act(s).

Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Canadian province or Territory as determined by the relevant Insurance Act(s) and to comply with all requirements necessary to give such court jurisdiction.

All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

PUNITIVE AND/OR EXEMPLARY DAMAGES EXCLUSION CLAUSE

Attached to and forming part of the commercial general liability coverage as per wordings:

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

USA SALES, WORK, JURISDICTION & OCCURRENCES EXCLUSION

It is hereby understood and agreed that this Policy shall not indemnify the Insured for any liability arising out of any exposure within or relating to activities, sales, work or occurrences within the USA. Further, the policy shall not extend to provide coverage to exposures within any USA jurisdiction.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

PROFESSIONAL LIABILITY / ERRORS & OMISSIONS EXCLUSION

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is understood and agreed that this Policy shall not apply to liability for any claim arising from professional indemnity, errors or omissions, or services deemed to be professional in nature.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

Form 5113 (05/2013)



SPECIAL RISK
INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | WWW.SRIM.CA

ADDITIONAL INSUREDS CERTIFICATE HOLDERS ENDORSEMENT

Attached to and forming part of the commercial general liability policy:

It is hereby understood and agreed that the retail broker has authority to issue certificates of insurance for Canadian domiciled landlords, government departments, municipalities and or school boards. The certificate issued by the retail broker will add the party as additional insureds or a loss payee to the policy but only with respect to liability arising out of the Named Insured's premises or operations.

No certificates can be issued by the retail broker for any foreign company, government, landlord, corporate entity, individual or any organization that is outside of Canadian Jurisdiction.

Except for non-payment of premium, should any of the policies described herein be cancelled by the Insurer before the expiration date thereof, the Insurer will provide 30 days notice of cancellation to certificate holders, who have been granted such notice, and whose names and addresses are on file with the insurer as provided by the broker at the time of notice.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

Form 5156 (09/2015)

▲ WE'RE THERE.

ENGLISH LANGUAGE POLICY WORDING ACKNOWLEDGEMENT FORM

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that the policy and policy wordings as agreed upon by the Insured and conveyed to the Insured by the Retail Broker, shall be provided in English Language only.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.



MOULD EXCLUSION - ABSOLUTE

The purpose of this endorsement is to restrict YOUR coverage.

THE INSURER will not cover YOU, pay DAMAGES, provide YOU with a defence or make supplementary payments for CLAIMS based upon, arising out of, or alleged to have resulted, in whole or in part in

a) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of;

b) any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of;

c) the actual or alleged failure to detect, report, test for, monitor, cleanup, remove, contain, dispose of, treat, detoxify, neutralize, or in any way respond to, assess the effects of or advise of the existence of;

any FUNGI or any spores, mycotoxins, odours, or any other substances, products or by-products produced by, released by, or arising out of the current or past presence of FUNGI.

“FUNGI” means any form of fungus, including but not limited to yeast, mould, mildew, rust, smut or mushroom.

Such CLAIMS are excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

WAIVER WARRANTY

It is understood and agreed that the Insured shall be required to collect signed waivers of liability from all participants participating in sporting events prior to instruction/participation. Signed waivers must be held and retained indefinitely by the Named Insured and produced any time upon request by the Insurer. Violation of the conditions set forth in the warranty shall render coverage provided by this policy null and void. If this warranty is breached, the Insurer will not maintain an obligation of duty to defend or a duty to indemnify under the policy of insurance.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

ILLEGAL SUBSTANCE AND ILLEGAL ACTIVITY EXCLUSION

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that this insurance excludes all liability arising from:

- (a) loss or damage however caused which results, directly or indirectly, from any Illegal Substance Activity regardless of the insured being unaware or able to control such activity.

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured or Additional Insured seeking damages.

The following is added to the Definition contained in Definitions section of the policy wordings.

“Illegal Substance” means any substance that is not legal for the insured or any other party of interest, employees or agents of the insured or any person to whom the Insured’s property may be entrusted, to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance enumerated in Schedule of the *Controlled Drugs and Substances Act* currently in force.

“Illegal Substance Activity” means any activity relating to the growing, propagating or harvesting, manufacturing, distributing, storing or selling of any Illegal Substance.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

POLICY TERRITORY ENDORSEMENT

Attached to and forming part of the commercial general liability coverage as per wordings:

It is understood and agreed that under the insuring agreement form IFC33000 (8-95) the definition with respect to 'policy territory' is deleted and replaced with the following:

'Coverage territory' means Worldwide, with actions to be brought in Canada only. This policy does not have an obligation of duty to defend on actions brought outside of Canada.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

Form 5290 (09/2018)

EMPLOYEE BENEFITS LIABILITY COVERAGE

INSURING AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY POLICY.

The following is added to paragraph 1.a. of Coverage A (Section I):

We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages to any employee or former employee or the heirs, beneficiaries or legal representatives of either because of any act of negligence, error, mistake or omission of the Insured or others for whom the Insured is legally responsible in the "administration" of "employee benefit programs" of the Insured. Compensatory damages arising out of the "administration" of "employee benefit programs" shall be deemed to be caused by an "occurrence".

For the purpose of determining the Limits of Insurance for coverage provided by this endorsement, any act of negligence, error, mistake or omission together with all related acts of negligence, errors, mistakes in the "administration" of these "employee benefit programs" will be considered one "occurrence".

This insurance applies to any act of negligence, error, mistake or omission which occurs within Canada or the United States of America, its territories or possessions,

1. during the period it is in effect, provided claim is made or action is brought during that period, or
2. prior to its effective date, if the Insured first become aware thereof during the period of this insurance and claim is made or action is brought during such period.

ADDITIONAL EXCLUSIONS

This insurance afforded by this endorsement does not apply:

1. to any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, discrimination or humiliation on your part or on the part of any other party of interest, employees or your agents;
2. to "bodily injury" to, or sickness, disease or death of any person, including damages for care and loss of services arising therefrom or to injury to or destruction of any tangible property, including the loss of use thereof;
3. to any claim for failure of performance of contract by any Insured;
4. to any claim based upon the Insured's failure to comply with any workers' compensation, disability benefits or unemployment compensation law or any similar law;
5. to any claim based upon:
 - a. failure of any investment program, individual securities or savings program to perform as represented by an Insured;
 - b. advice given by an Insured in connection with participation or non-participation in stock subscription plans or savings programs;
6. any claim out of the failure of the Insured or any Insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfil any of their guarantees with respect to:
 - a. the payment of benefits under "employee benefit programs", or
 - b. the providing, handling or investment of funds related thereto.
7. Any claim based on the liability of others which is assumed by the Insured under a contract or agreement;
8. Any claim resulting from personal profit of advantage gained by the Insured without the legal right to the gain;
9. Any claim for the return of compensation paid to the Insured if a court determines that the payment was illegal;
10. The liability of any insured for taxes, fines or penalties imposed by law;
11. Any claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit program";

12. Any claim that results from not having adequate insurance or bonds to protect the assets of an "employee benefit program".

LIMITS OF INSURANCE

The Limit of Insurance, Each Occurrence Limit stated in the Schedule of Part III is the most we will pay for compensatory damages because of any act of negligence, error, mistake or omission in the "administration" of "employee benefit programs" arising out of any one "occurrence" regardless of the number of:

1. Insureds;
2. Claims made or "actions" brought; or
3. Persons or organizations making claims or bringing "actions".

Our obligation under Employee Benefits Liability Coverage to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of any deductible amount, if any, stated in the Schedule of Part III applicable to the coverage, and the limits of insurance applicable to "each occurrence" will be reduced by the amount of such deductible.

ADDITIONAL DEFINITIONS

1. Employee Benefit Programs

The term "Employee Benefit Program" shall mean group life insurance, group accident or health insurance, Profit sharing plans, pension plans, employee stock subscription plans, travel, savings or vacation plans and, except as respects the insurance afforded hereunder to employees, shall also include workers' compensation insurance, unemployment compensation insurance and disability benefits insurance.

2. Administration

The unqualified word "administration", whenever used, shall mean the following:

- a. counselling employees with respect to "employee benefit programs";
- b. interpretations relative to "employee benefit programs";
- c. record-keeping in connection with "employee benefit programs";
- d. enrolment, termination or cancellation of employees under "employee benefit programs".

COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

CYBER AND DATA EXCLUSION

(for attachment to Canadian Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 **CYBER ACT** or **CYBER INCIDENT** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **CYBER ACT** or **CYBER INCIDENT**;
 - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **DATA**, including any amount pertaining to the value of such **DATA**; or
 - 1.3 complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation,regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Definitions

COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**.

CYBER INCIDENT means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **COMPUTER SYSTEM**.

DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **COMPUTER SYSTEM**.

**PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL
SUBSTANCES (PFAS) EXCLUSION NO. 1**

(For use on liability insurance policies)

1. This POLICY does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
2. For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
3. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - a. perfluorinated methyl group (-CF₃); or
 - b. perfluorinated methylene group (-CF₂-).

LMA5595A

10th October 2023

STATUTORY CONDITIONS
(British Columbia)

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4.
 - (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
 - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
 - (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5,or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
 - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

5. (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
 - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the insurer,
 - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) stating the amount of other insurances and the names of other insurers,
 - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and

- (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

- 7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

- 8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
 - (a) by the agent of the insured, if
 - (i) the insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or
 - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

- 9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

- 10. After loss or damage to insured property, the insurer has
 - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
 - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

- (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
- (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

- 11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the insurer.

When loss payable

- 12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

- 13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

- 14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)-CANADA
(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or 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; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (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 an Insured.

As used in this policy:

- 1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- 2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- 3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

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

4. The term “fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

01/4/96
NMA1978a

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For this purpose of this endorsement an act of terrorism mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

S.E.F. NO. 99
EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT
(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.F. NO. 6)

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of General Provisions and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term "Hired Automobiles" as used in this policy means (a) automobiles hired or leased from others with drivers or (b) hired or leased by the named insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

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

South Kootenay Lake Community Services Society Board of Directors
March 19, 2024

1. Janet Wallace 714 Riondel Rd. Box 189 Riondel, B.C. V0B 2N2	janet.r.wallace@gmail.com	250-551-1686
2. Julie Higgs 16070 Hwy 3A Crawford Bay, BC V0B 1E0	jhiggs@telus.net	250-341-5375
3. Galadriel Rael Position : Chair 792 Riondel Road, Box 22 Riondel, B.C. V0B 1X0	lagalajewelry@gmail.com	250-225-3322
4. Lucia LaBelle 495 Riondel Road Riondel, BC V0B 2N2	labelleluchy@protonmail.com	587-834-5195
5. Lindee Jukes 14356 Hwy 3A PO Box 26 Gray Creek V0B 1S0	lindeejukes@protonmail.com	250-227-8949
6. Mike Baradell Smith Position : Treasurer 16260 King Road Crawford Bay, B.C. V0B 1E0	mbs61@icloud.com	250-505-9393
7. Garry Sly 16380 Jacobson Road Box210 Crawford Bay,BC V0B 1E0	garrysly1@gmail.com	250-505-2634

Garry Sly skootenaylakecss@gmail.com 250-505-2634

Executive Director of South Kootenay Lake Community Service Society

16380 Jacobson Rd., Box 210

Crawford Bay, BC

V0B 1E0

We currently have 40 members of our society.

South Kootenay Lake Community Service Society



Seeding local growth on the East Shore of Kootenay Lake

2024 Annual General Meeting
Friday, February 16, 2024 5:00 pm at Ladybug Cafe

AGENDA

Meeting Chairperson : Galadriel Rael

Members : Julie Higgs, Lucia Labelle, Fran O'Rourke, Megan Rokeby-Thomas, Nick Kane-Callender, Tina Kane-Callender

Board members present : Janet Wallace, Lindee Jukes, Mike Barradel-Smith, Garry Sly, Galadriel Rael

Welcome & Open : Galadriel Rael (Chair)

Galadriel Introduces the Society, talks about our role and purposes in the community and discusses the future possibility to become a charity.

Call to Order: Galadriel Rael (Chair)

Call to order at 5:10 pm

Approval of Agenda :

Lindee Motions to approve. Mike Seconds. All in favour. Motion passed.

Approval of Last Year's Minutes:

Mike motions to approve. Janet seconds. All in Favour. Motion passed.

Treasurer Report :

Our organization funnels over \$200 000 per year into the community which has great economic benefits for the community.

Our negative equity from the past is being reduced each year and we expect to have this off of our books by 2025.

Our financial status is stable yet fragile. At this time, we don't have enough stable funding to allow us to go for charitable status.

Administrator's Report of Activities to Members : Garry Sly

2024 Administrator's Project Report : South Kootenay Lake Community Services Society

Oct 2022 to Sept 2023 Completed Projects:

1. East Shore Meditation Group (Nicole Plouffe)
2. Women in Business Forum (Sarah Wolfenberg)
3. Geothermal Phase 2 (Gord MacMahon)
4. Toyota Hybrid Van for Youth Network and Seniors Programming (Received in Oct 2023) (SKLCSS)
5. Emergency Ride Home (SKLCSS)
6. Intergenerational Singing (Ellie Reynolds)
7. Historical Video : Tom Lymbery (Farley Cursons/Babs Lucas)

Ongoing Programs:

1. Eastshore Alliance Supporting the Early Years (EASEY). Coordinator Ellie Reynolds
 - Early Years Programming for Children and Families : Summer 2023 Programming
 - Playground Climbing equipment (Summer Maintenance and Inspection done in 2022)

Funding : RDCK Redi Grant

2. East Shore Elder Care Program (ESEC)
 - Helping Hands Project Coordinator : Eowyn Lawrence-Fry (Fall 2022), Melina Cinq-Mars (Fall 2023)
 - TAPS : Seniors social Program (Ginger Leclerc and Tina Kane Callendar)

Funding : CBT Social Grant, RDCK Redi Grant, BC Gaming Grant

3. East Shore Youth Network. Coordinator : Melina Cinq-Mars and Angie Clarke
 - CBT Youth Network Funding (Ongoing)
4. Crawford Bay Cemetery: providing bookkeeping/administration services, grant support

Funding : RDCK

5. Junior Squad : Coordinator :Jacqueline Wedge, Assistant Coordinator : Nadia Clarke

Funding : CBT Thriving Families grant, NDCU grant, RDCK Redi Grant, Kootenay Lake Lions Club, RDCK

Future funding : Applied for Gaming, RDCK Redi Grant

Current Projects:

1. Crawford Bay Fitness Center Treadmill (Terry Fiddick)
2. Geothermal Energy Research Project Phase 3 (Gord MacMahon)
3. Riondel Ballfield Backstop (Gerald Panio)
4. Riondel Pickleball court (Cherry MacLagan)
5. Women's Self-defense course (Lois Waiklin)
6. Currently working with the East Shore Transportation Society and Valley Community Services in order to help initiate some enhanced form of Seniors Transportation support for the East Shore Area
7. Eastshore.Life update (SKLCSS)

Administrator's Report: SKLCSS 2024 AGM

Our programs continued to grow throughout the last year. In the last year or two, our society had decided that it was important that we take more of a lead role in regards to running programming and pursuing grants. Our programming focus was becoming more focussed on youth and seniors so we have tried to expand on these types of programs in order to provide more support in the community for these two demographics.

Our East Shore Elder Care program now has an ongoing TAPS seniors social program. This program is based loosely upon the TAPS program in Creston. Justine Kearn, the Executive Director of Valley Community Services in Creston, was a strong proponent of our community starting a program like this. She has provided invaluable support in getting our program started and continues to provide ongoing support. We received funding through CBT for the Program and additional funding has been provided by the RDCK and Community Gaming Grants. Christian McStravick began as our Coordinator but wasn't able to continue on due to other job opportunities. Our current TAPS Coordinators are Ginger LeClerc and Tina Kane-Callendar. They have been very successful in running our TAPS program which rotates between the 4 community Halls of Boswell, Gray Creek, Crawford Bay and Riondel. They run the program every Tuesday and Thursday.

In addition to the TAPS program, we have been able to provide some additional support to seniors through our Helping Hands Days. This is a volunteer based project whereby seniors in need of assistance with jobs around their homes, are matched up with local volunteers and youth. For many years now, the annual project has been lead by Susan Dill and Rebecca Fuzzen. Eowyn Lawrence-Fry, the Youth Network Coordinator and the Youth Network, took over leading the project in the Fall of 2022. Melina Cinq-Mars, one of the new Youth Network Coordinators, and the Youth Network, lead the 2023 Fall

Helping Hands day and we are hoping to have a Spring Helping Hands day, lead by the Youth Network Coordinators as well.

We also provide some seniors assistance through a senior support project that helps seniors throughout the year with ongoing home maintenance such as garbage and recycling removal, firewood assistance and other odd jobs.

These projects are providing us with a lot of insight into the needs of seniors in our area and helping us shape future projects so that we can help meet the needs of residents and allow them to stay in the area longer.

Starting in July 2022, Eowyn Lawrence-Fry became the East Shore Youth Network coordinator for the 2022-2023 year. She moved on at the end of July 2023 and Melina Cinq-Mars and Angie Clarke have taken on the roles of East Shore Youth Network Coordinators. They are continuing to provide great programming and opportunities for youth on the East Shore.

In the Fall of 2022, I met with a group of parents that wanted to initiate a Junior Youth Group. It was to be an after-school program for ages 6 to 11 years old. Columbia Basin Trust was offering a grant for this type of programming so we applied and were successful. We needed to find matching funds for the program and we were able to secure funding through the Nelson and District Credit Union Community Investment Program Grant, the RDCK Resident Directed Grant, the Kootenay Lake Lions Club and an RDCK discretionary grant that allowed our program to get started. Many thanks to these organizations for their support for this new program. The Program has been running twice a week after school and has been very successful. Jacqueline Wedge and Julie Morin started as our Coordinators and have approximately 18 to 20 children attend twice a week for after school programming. Nadia Clarke has take over from Julie Morin as the Assistant Coordinator for the Junior Squad. We're hoping to continue the project but funding for this project is limited so we continue to search for ongoing funding.

Ellie Reynolds, the Coordinator for EASEY, continues to provide programming for young children and families. She did summer programming for children in 2023 as well as overseeing maintenance to the Crawford Bay Playground.

We have continued to provide some administrative support to the Kootenay Lake Geothermal Project Phase 1,2, and 3, with plans for phase 4 to begin this summer. This project is being led by Gordon McMahon and Dan Gatto and has been very successful thus far. RDCK has been a big supporter and funder for the project and we have partnered with Selkirk College in Nelson and the University of Victoria, in order to receive additional funding for the project through Mathematic of Information Technology and Complex Systems (MITACS), Geo-Science BC, Colleges and Institutes Canada (CICAN) and National Sciences and Engineering Research Council of Canada (NSERC). The Primary partner at Selkirk is Rob McQuarrie, who is an instructor at Selkirk and specializes in Geographic technologies. The project has been yielding very positive results which has caught the interest of many geothermal researchers and has been generating interest to move forward with Phase 3 and 4.

We provide on-going administration support for the Crawford Bay Cemetery and for the East Shore Facilities Society, particularly the Fitness Center.

The growth of new connections and partnerships is leading to a community that is better informed and willing to work together to achieve common goals. This is strengthening our organization and I hope it will lead to more programs to support our East Shore communities.

7 Projects were completed in this fiscal year, We have 5 ongoing programs on the East Shore . We also have 7 other current projects that are underway.

Nomination & Election of Directors : Galadriel

A Director has an Automatic Two year term which the board member can terminate at any time.

We will call this year one for everyone.

Call for nominations and reelections:

Rebecca Fuzzen will resign as a board member this year.

Ellie Reynolds will resign as a board member this year if there are enough new members coming on board.

Julie Morin is interested. Lindee will talk with her and forward her more information. She will attend some meetings to see how the meetings go.

- Gala nominates Julie Higgs
Julie Higgs accepts. (email : jhiggs@telus.net)
- Gala nominates Megan Rokeby-Thomas.
Megan accepts.
- Garry nominates Lucia Labelle.
Lucia accepts.

Lindee Jukes will continue to stand.

Janet Wallace will continue to stand.

Mike Barradell-Smith will continue to stand.

Galadriel Rael will continue to stand.

Garry Sly will continue to stand.

Meeting Close Remarks : Galadriel

Thank you to everyone for attending.

Meeting Adjourned: 7:00 pm.

South Kootenay Lake Comm Service Society

PO Box 182
16150 Walkley Road
Crawford Bay, BC, V0B 1E0

Profit & Loss Statement

October 2023 through September 2024

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Income			
Donations			\$650.00
Sales & Fund Raising			\$6,440.96
Administration Income			\$14,636.67
Grant Income			
RDCK Grants			
RDCK EDC AREA A Grant	\$10,551.25		
RDCK CBT/CIP Grant	\$3,544.59		
RDCK Discretionary Grant	\$993.60		
RDCK REC#9 Area A Grant	\$7,446.94		
Total RDCK Grants		\$22,536.38	
Services Organization Grants			
Valley Community Services	\$3,565.00		
REDIP Grant	\$70,030.47		
CBT Sustainability Grant	\$33,759.00		
CBT Grants			
CBT Community Development Pgm	\$14,237.98		
CBT Youth Network	\$56,549.24		
CBT Xmas Grant	\$3,000.00		
CBT Social Grant	\$37,203.08		
CBT Basin Plays	\$389.58		
Total CBT Grants		\$111,379.88	
CICAN Grant		\$18,899.56	
NDCU Grants			
NDCU Community Invest Pgm	\$3,330.38		
NDCU	\$0.40		
Total NDCU Grants		\$3,330.78	
KBCSC Grants			
Geoscience grant	\$12,000.00		
Total KBCSC Grants		\$12,000.00	
Trans Canda Trail Grant			
BC Gaming Grant	\$14,784.82		
United Way	\$14,552.49		
Other Fund	\$1,078.19		
Kootenay Lake Lions Club		\$500.00	
Total Grant Income		\$306,416.57	
Total Income			\$328,144.20
Cost of Sales			
Gross Profit			
			\$328,144.20
Expenses			
Supplies & Equipment			
Office Supplies		\$15.40	
General Supplies		\$20,989.02	
Tools & Equipment/Machines		\$1,907.50	
Motor Vehicle		\$51,349.30	
Lab Analysis		\$8,074.15	
Advertising & Promotion			
Marketing		\$41.05	
Business & Promotion		\$178.50	
Administration			
Bank Fees		\$235.00	
License & Registration		\$301.34	
Postage & Shipping		\$398.93	
Administration Fee		\$14,740.61	
Refund		-\$220.00	
Insurance			

South Kootenay Lake Comm Service Society

Profit & Loss Statement

October 2023 through September 2024

2025-03-17
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WCB	\$267.37	
Liability Insurance	\$5,813.00	
Travel & Accomodation		
Transportation	\$13,147.44	
Accommodation	\$437.32	
Management & Professional Fees		
Project Mgmt/Coord Fees	\$89,642.83	
Project Contractor/Labour	\$72,740.00	
Profession/Business Services	\$25,090.04	
Honorarium	\$290.00	
Conference & Education		
Education & Training	\$757.54	
Utilities		
Telephone/Cell	\$1,335.42	
Photocopy/Print	\$128.91	
Program Facilities Rent	\$3,108.25	
Events		
Special Events	\$180.53	
Engagement,Programs,Activities	\$11,893.92	
Meeting & Planning	\$457.61	
Event Facility Rental	\$73.50	
Payroll		
Payroll Expenses	\$4,067.61	
Total Expenses		\$327,442.09
Operating Profit		\$702.11
Other Income		
Other Expenses		
Net Profit / (Loss)		<u><u>\$702.11</u></u>

COMMERCIAL INSURANCE POLICY

POLICY NUMBER SR012014

MASTER POLICY NUMBER

REPLACES NUMBER

PURPOSE OF DOCUMENT Policy Renewal

For Purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

POLICY DECLARATIONS

Name of Insured	South Kootenay Lake Community Services Society
Mailing Address	PO BOX 100 Crawford Bay, BC V0B 1E0
Policy Period (MM/DD/YYYY)	From 6/19/2024 12:01 AM To 6/19/2025 12:01 AM
Broker	Kootenay Insurance Services Ltd (142) 999 Farwell St Trail, BC V1R 3V1
Broker Number	142
IBC Code	8644
Total Policy Premium	\$1,935
Minimum Retained Premium	\$484
Special Risk Policy Fee (Non-Refundable)	\$125
Total Owing	\$2,060

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy

Description of Operations: Activities of the named insured with respect to a community services society.

Locations to which this policy applies: 16150 Walkley Rd., Crawford Bay, BC V0B 1E0 and all other locations used by the named insured.

Remarks:

Created On: 2024/07/29

Printed On: 2024/07/29

Claims: Please report claims to your insurance broker or to claims@srin.ca, or visit our website at www.srin.ca

Liability Coverage

Form #	Coverage	Deductible	Type	Limit	Premium
OLDA 5603G	Commercial General Liability Wording				Included
	Coverage A Products and Completed Operations- aggregate limit	\$1,000	Reimbursement	\$5,000,000	
	Coverage A. Bodily Injury and Property Damage- per occurrence	\$1,000	Reimbursement	\$5,000,000	
	Coverage B Personal Injury & Advertising Injury Liability- per occurrence	\$1,000	Reimbursement	\$5,000,000	
	Coverage C. Medical Expense Limit				
	5,000/25,000 any one person/ any one accident				
	Coverage D. Tenants Legal Liability Broad Form	\$1,000	Reimbursement	\$250,000	
SPF No. 6	Non-Owned Automobile Liability	\$1,000	Reimbursement	\$5,000,000	
	(any one accident)				
F8652ea	Employee Benefits Liability Coverage - Claims Made	\$1,000	Reimbursement	\$1,000,000	Included
	Retroactive Date: 06/19/2016				

Applicable To All Liability Coverage

Form #		Form #	
IFC33000	Insuring Agreement	5165	English Language Policy Wording Acknowledgement
5002	Molestation Exclusion	5174	Mould Exclusion - Absolute
5008	Reimbursement Clause Endorsement	5175a	Waiver Warranty - Sporting Events
5020A	Life Preserver Warranty	5186	Illegal Substances & Activities Exclusion
5049	Fungi and Fungal Derivatives Exclusion Endorsement	5290	Policy Territory Endorsement
5052	Total Asbestos Exclusion	LMA5396	Communicable Disease Exclusion
5061b	Other Insurance Amendment Endorsement	LMA5528A	Cyber & Data Exclusion
5090	Policy Disputes	LMA5595A	Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion No. 1
5091	Punitive & Exemplary Damages Exclusion Clause	LSW1815	Statutory Conditions- BC
5101	USA Sales, Work, Jurisdiction & Occurrences Exclusion	NMA1978a	Nuclear Incident Exclusion
5113	Professional Liability E&O Exclusion	SEF. 99	Excluding Long Term Leased Vehicle Endorsement
5156	Additional Insureds Certificate Holders Endorsement	NMA2918	War & Terrorism Exclusion Endorsement

Applicable To All Coverages Of This Policy

Form #		Form #	
LSW1542F	Lloyd's Underwriters' Policyholders' Complaint Protocol		Special Risk Privacy Policy
LSW1565C	Code of Consumer Rights & Responsibilities		Special Risk Cancellation Form
LMA3100	Sanction Limitation and Exclusion Clause		Short Rate Cancellation Table
LMA5096	Several Liability Clause		HDI - Complaints Statement 2022
LMA5028B	Service of Suit Clause (Canada)		HDI - Service of Suit Clause
LSW1543E	Notice Concerning Personal Information		HDI - Sanctions Clause 2022
	Special Risk Disclosure Notice		HDI - Privacy Policy Notice 2023

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B079924LS302490** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned

Authorized Representative

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B079924KI306180** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

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Countersigned

Authorized Representative

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B079924KI310740** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

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In witness whereof this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned**Authorized Representative****IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B079924LS311340** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

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In witness whereof this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned**Authorized Representative**

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B079924LS311970** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

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In witness whereof this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

Countersigned

Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by HDI Global Specialty SE.

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

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned.

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

Countersigned

Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by Trisura Guarantee Insurance Company.

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned/

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

Countersigned



Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by Red River Mutual Insurance Company.

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned/

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

Countersigned



Authorized Representative

IDENTIFICATION OF INSURER

This insurance has been executed in accordance with the authorization granted to the undersigned by Arch Insurance Canada Ltd.

NOTICE

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned.

In witness thereof this policy has been signed, as authorized by the Insurer, by:

SPECIAL RISK INSURANCE MANAGERS LTD., #103, 8411 – 200th Street, Langley, BC V2Y 0E7

CountersignedA handwritten signature in black ink, appearing to read "Hillie", is written over a horizontal line.**Authorized Representative**

SUBSCRIPTION FORM

IN CONSIDERATION OF THE INSURED having paid or agreed to pay the premium set against the name of each INSURER named in the schedule of subscribing Companies forming part hereof or to INSURERS whose names are substituted therefor or added thereto by endorsement, herein after called "THE INSURERS",

THE INSURERS SEVERALLY AND NOT JOINTLY, each for the proportion or for the sum insured and for the Coverages set against its name in the schedule of subscribing companies hereunder, agree with the INSURED named in the Declarations herein to insure as provided and limited in this Policy, its Riders and Endorsements.

The liability of The Insurers individually under this Policy shall be limited to that proportion of the loss payable under this Policy which the sum or proportion set against the name of the Individual Insurer in the schedule of subscribing Companies hereunder, or such other sum or proportion as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of this Policy and its Riders and Endorsements.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", or "This Company", reference has been deemed to be made to each of the Insurers severally.

THAT as regards each item of The Schedule the liability of THE INSURERS individually shall be limited to whichever is the least of:

- (a) That proportion of the actual cash value of the property at the time of loss, destruction or damage which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- (b) That proportion of the interest of THE INSURED in the property which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- (c) That proportion of the limit of insurance provided by The Schedule in respect of the property lost, destroyed or damaged which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto,

Provided however, that where the insurance applies to the property of more than one person or interest "THE INSURERS" total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

If this Policy contains a Co-Insurance Clause or A Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this policy as set forth in the List of Subscribing Companies, no Insurer shall be liable for a greater proportion of any loss or damage to the property described in The Schedule attached hereto, than the sum insured by such Insurer bears to:

- (a) That percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- (b) The guaranteed Amount (Stated Amount) of the total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

This Policy is subject to the terms and conditions set forth herein together with such terms and conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived in whole or in part by THE INSURERS unless the waiver is clearly expressed in writing, signed by the person authorized for that purpose by THE INSURERS.

In Witness Whereof THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy

THE INSURER	LINEAGE REFERENCE	SECTION	PERCENT INSURED	TOTAL PREMIUM	ENDORSEMENT PREMIUM	SIGNATURE
Lloyd's Underwriters under Contract No. 24LS302490/Unique Market Reference No. B079924LS302490 as arranged by Special Risk Insurance Managers Ltd.	65	Liab	40%	\$774		
Lloyd's Underwriters under Contract No. 24KI306180/Unique Market Reference No. B079924KI306180 as arranged by Special Risk Insurance Managers Ltd.	A1	Liab	12%	\$232		
Lloyd's Underwriters under Contract No. 24KI310740/Unique Market Reference No. B079924KI310740 as arranged by Special Risk Insurance Managers Ltd.	AK	Liab	5%	\$97		
Lloyd's Underwriters under Contract No. 24LS311340/Unique Market Reference No. B079924LS311340 as arranged by Special Risk Insurance Managers Ltd.	AS	Liab	4%	\$77		
Lloyd's Underwriters under Contract No. 24LS311970/Unique Market Reference No. B079924LS311970 as arranged by Special Risk Insurance Managers Ltd.	B2	Liab	4%	\$77		
HDI Global Specialty SE - Canadian Branch, as arranged by Special Risk Insurance Managers Ltd.		Liab	15%	\$290		
Trisura Guarantee Insurance Company, as arranged by Special Risk Insurance Managers Ltd.		Liab	10%	\$194		
Red River Mutual Insurance Company, as arranged by Special Risk Insurance Managers Ltd.		Liab	5%	\$97		

THE INSURER	LINEAGE REFERENCE	SECTION	PERCENT INSURED	TOTAL PREMIUM	ENDORSEMENT PREMIUM	SIGNATURE
Arch Insurance Canada Ltd., as arranged by Special Risk Insurance Managers Ltd.		Liab	5%	\$97		
				Total Premium		\$1,935

Additional Insured Schedule

It is hereby understood and agreed that the following entity shown below is added as Additional Insured, but only with respect to liability arising out of Named Insured's premises or operations, and only with respect to losses which would have been recoverable in the absence of this agreement. The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate:

Additional Insured

Columbia Basin Trust - 445 13th Ave Suite 300, Castlegar, BC V1N 1G1

DISCLOSURE NOTICE UNDER THE FINANCIAL INSTITUTIONS ACT

The Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to the customer in writing at the time of entering into an insurance transaction.

1. **Special Risk Insurance Managers Ltd.** is licensed as a General Insurance Agency by the Insurance Council of British Columbia.
2. This transaction is between you and **Underwriters at Lloyd's through Special Risk Insurance Managers Ltd.**
3. In soliciting the transaction described above, the broker is representing **Special Risk Insurance Managers Ltd.** who does business with the insurer.
4. The nature and extent of the insurer interest in **Special Risk Insurance Managers Ltd.** is none.
5. Upon completion of this transaction, the broker will be remunerated by way of commission or fee by **Special Risk Insurance Managers Ltd.**
6. The Financial Institutions Act prohibits the insurer from requiring you to transact additional or other business with the insurer or any other person or corporation as a condition of this transaction.
7. In accordance with the Insurance Companies Act (Canada), this document was issued in the course of **Certain Underwriters through Special Risk Insurance Managers Ltd.** insurance business in Canada.

Insured: As per declarations page
Policy: As per declarations page
Date: As per declarations page

Privacy Notice

HDI Global Specialty SE

HDI Global Specialty SE ("HDI Global Specialty") is an insurance company whose registered home office address is HDI-Platz 1, 30659 Hannover, Germany. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation ("GDPR"). HDI Global Specialty operates a Canadian branch located at 130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5 Canada ("HSCB"). In addition to complying with the GDPR, HSCB also complies with the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") and, where applicable, with the "PIPA Alberta", "PIPA BC", and "Quebec Privacy Act" (collectively, "Canadian Privacy Laws").

HSCB collects personal information, and in some cases, may collect sensitive information. "Personal information" means information about an identifiable individual. Personal information does not include business contact information such as an employee's name, title, business address, telephone number or email addresses that is collected, used or disclosed solely for the purpose of communicating with that person in relation to their employment or profession. "Sensitive information" is personal information and includes information about an individual's health, genetics, race, political opinion or membership, religion, philosophical beliefs, union membership, sexual orientation and criminal record. HSCB will assess whether the personal information is sensitive information prior to collection.

Collecting your personal information

We limit the collection and use of personal information to what we require in order to serve you as a customer and to administer our business, including to:

- Assess applications for insurance;
- Administer insurance policies;
- Investigate, adjust or settle claims;
- Defending or prosecuting legal claims or regulatory proceedings;
- Detect, investigate, prevent and suppress fraud, authorized, or illegal activities;
- Comply with applicable laws and requirements of regulators, including self-regulatory organizations.

We typically collect personal information from your agent, insurance broker and/or other insurance intermediary; however, we may also collect personal information directly from you.

Consent

HSCB will obtain your consent to collect, use, disclose and/or share your personal information, subject to specified exceptions contained in Canadian Privacy Laws. Your consent may be obtained in different ways depending on the situation: implied consent or express consent. Your implied consent is obtained when you approach us to obtain information about an insurance product, inquire about or apply for insurance products or services from us, and through your use of our insurance product(s). Your express consent – which may be obtained verbally, in writing or online – is required to collect sensitive information, which could occur during a claims process.

If you provide us with personal information about another person, we expect you to ask for their permission to do this and consent to our privacy policy on their behalf.

You may withdraw your consent to the collection, use and disclosure of your personal information, subject to certain limitations. However, if you do so, we may not be able to continue to provide you with



our insurance products and services. If you wish to withdraw your consent, please contact our Privacy Officer.

Automated Processing

HSCB may, in limited circumstances, automatically process your personal information to render a decision with respect to an insurance product. You have the right to request the personal information used to render such a decision; the reasons and the principal factors and parameters that led to the decision; and the right to correct any mistakes in the personal information used to render such a decision. Further, you have the right to submit observations to an employee of HSCB who is in a position to review the decision that was based on automatic processing of your personal information.

Using and disclosing your personal information

We may disclose your personal information to:

- Our related corporate entities for the purpose of performing our functions or corporate reporting. These related entities may be located overseas in any of the countries in which HDI Global Specialty SE operates including, but not limited to, Germany, the United Kingdom, the Netherlands, Denmark, Italy, Sweden, and Australia.
- Service providers and third parties to carry out activities on our behalf such as underwriting services, claims handling services or providing IT services to us for the purposes described above.
- Other entities within our group, reinsurers (who may be located overseas), insurance intermediaries, credit reference agencies, our advisors, our agents, our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting us and them in providing relevant services and products, or for the purpose of recovery or litigation.
- People listed as co-insured on your policy and to family members or agents authorized by you.

When disclosing your personal information to any third parties, HSCB requires the third parties, as part of their contracts with HSCB, to maintain your confidentiality and may not use your information for any unauthorized purpose. HSCB requires them to protect and handle your personal information in a manner consistent with our privacy practices and all applicable privacy laws.

Rights of access / challenges

You have a right to access the personal information that we hold about you, and where the collection, use and/or disclosure requires your consent, the right to withdraw that consent so we stop the processing in question, though both of these rights are subject to any legal restrictions or rights of refusal. You also have the right to challenge the accuracy and completeness of the information, and have that information amended as appropriate.

If you have any questions, comments, or challenges with respect to our privacy policy, or wish to access your personal information, you may contact our Privacy Officer at the following:

Privacy Officer
HDI Global Specialty SE – Canadian Branch
130 Adelaide Street West, Suite 3400
Toronto, ON M5H 3P5

E-mail address: PrivacyCanadaBranch@hdi-specialty.com

The complete Privacy Policy of the Canadian branch of HDI Global Specialty SE can be found at the following link:

https://www.hdi.global/globalassets/_local/international/downloads/group_hgs-privacy/hgs_privacypolicy_ca_en.pdf

Further privacy information for HDI Global Specialty SE can be found at the following link:

<https://www.hdi.global/en-ca/legal/privacy/#1>



Special Risk and Your Privacy

Special Risk Insurance Managers Ltd. is committed to protecting the privacy, confidentiality, accuracy and security of the personal information that it collects, uses, retains and discloses in the course of conducting business.

Building Relationships with You

To build a lasting relationship with you, and to provide you with requested products, services and advice, we need certain information. The information we gather about you varies, depending on your desired product or service. "Personal information" is information – oral, electronic or written – about an identifiable individual, including (but not limited to):

- **name, address and telephone number**
- **age, gender, family and marital status**
- **driving record**
- **previous insurance and claims experience**
- **medical and health information**
- **employment information**
- **banking information, credit rating, payment records**
- **identification numbers**
- **assets and liabilities**

Using Your Personal Information

As part of our relationship with you, we may collect, use and disclose your personal information to:

- **identify you**
- **understand your needs**
- **confirm your application information and assess your eligibility for products and services**
- **provide you with ongoing services, establish and maintain communication, and to respond to your inquiries**
- **investigate and settle your claims, and determine your eligibility for benefits**
- **provide information that may be of interest to you**
- **meet regulatory requirements**

We may collect, use and disclose your information with your Broker, other insurers, insurance reporting agencies, credit bureaus, and/or any other person, corporation, firm or enterprise (such as the Motor Vehicle Licensing Bureau). This would **only** be done as reasonably required for the purposes stated above.

Before using your information for any purpose other than those listed above, we or your Broker will explain the purpose and obtain your consent. We do not sell client lists nor do we collect, use or disclose your personal information without your consent, except where authorized by law. *We do not share your health information without your express consent.*

Except as otherwise stated in this brochure, Special Risk will **not** use your personal information to offer other products or services from us, from any companies affiliated with us or from any of our business partners. This is what your insurance Broker does for you. If you have any questions about what your insurance Broker does with your personal information, please contact their office for details on their policies and procedures with respect to your private data.



Your Rights

As a valued client of Special Risk, you have the right to access your personal information and request changes if required. It is also your legal right to deny us the use or disclosure of your information for certain purposes, or to choose not to provide us with some or all of your personal information. Please note however, that we only collect information that is necessary to determine your eligibility for coverage, process your business and handle your claims. Therefore, should you exercise this right and refuse to provide the required information, we will not be able to provide you with the requested products or services.

By providing your consent for us to collect, use and disclose your personal information, we can better provide you with services and products, information and counsel.

Special Risk notifies your Broker of special product offers, contests, community events, new discounts, coverages, products and services. Be sure to let your Broker know if you would like to receive this information.

Once Special Risk has issued a policy to you, you may not withdraw your consent. This is necessary since we may be required to use your personal information in the normal course of handling your business, past and present. For example, we may need to contact you in the event of a claim.

Our Commitment To You

Maintaining the security of your personal information is a top priority. Only authorized personnel have access to your information. Our systems and procedures are designed to prevent the loss, misuse, unauthorized access, disclosure, alteration, and destruction of your information. Our commitment to security is emphasized in our Code of Ethics and extends to the contracts and agreements that we sign with external suppliers and service providers. We will only retain your information for as long as required for the purposes for which it was collected and/or any legal or regulatory requirements.

Privacy Questions, Comments or Requests?

If you have any questions, comments, concerns or requests pertaining to our privacy policy – please feel free to:

- talk to your broker
- contact us at:
Special Risk Insurance Managers Ltd.
Privacy Compliance Officer
#103-8411-200TH Street,
Langley, BC
V2Y 0E7
Tel: (604) 888-0050
Toll Free: 1-800-993-6388
Fax: (604) 888-1008

Note: The Privacy Policies of Insurers/Underwriters at risk are also available upon request.

Note: For Quebec Residents:

If a conflict arises between Federal and Quebec privacy legislation for events occurring in the province of Quebec, then Quebec privacy legislation shall prevail.



SPECIAL RISK
INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | WWW.SRIM.CA

CANCELLATION OF INSURANCE

Effected with certain Underwriters (hereafter called the "Insurer") as arranged through

SPECIAL RISK INSURANCE MANAGERS LTD.
103 – 8411 200 St Langley, British Columbia

We hereby agree that policy (certificate) number: _____

issued on behalf of: **CERTAIN UNDERWRITERS as arranged through
Special Risk Insurance Managers Ltd.**

in the name of: _____

together with renewal certificates relating thereto,
be declared null and void as of (requested date of cancellation): _____

and that the Insurer be relieved from all liability there under as from said date.

Signature of Insured: _____

Signature of Witness: _____

Signature of Mortgagee: _____

Date of cancellation: _____

Date of Inception: _____

Period in force: _____

Whole premium: _____

Earned premium: _____

Refund: _____

State whether the refund is
calculated:

☐ Pro Rata

☐ Short Rate

Reason: _____

State new number if replaced: _____

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

NOTICE CONCERNING PERSONAL INFORMATION

Introduction:

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

Consent to Collection:

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

How we Collect Information:

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

What personal information we process about you and how it is used:

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

We collect, process, and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit www.lloyds.com . Further details can be found on our online Privacy & Cookies policy at [Privacy - Lloyd's \(lloyds.com\)](http://Privacy - Lloyd's (lloyds.com))

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

Who we disclose your information to:

For our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

Use or disclosure without consent or further notification

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- Interest of the individual: When it is clearly used for your benefit.

- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

Retention

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

Your rights

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

The right to access

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

The right to rectification

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

The right to be forgotten

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

The right to data portability

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

The right to withdraw consent

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

How to access your information and/or contact us

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contact:

Lloyd's Underwriters
Attention: Nicole Seymour, Privacy Officer
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,
P.O. Box 51 Toronto, Ontario M5J 2J2
Tel: 1-416-360-1512
E-mail: LloydsCanada@lloyds.com

08/23
LSW1543E

Making a Complaint

HDI Global Specialty SE

At HDI Global Specialty SE each of our customers is important to us, and we believe you have the right to a fair, swift and courteous service at all times. If you are dissatisfied with the service you have received and wish to make a complaint, please contact us by email: complaints-canadianBranch@hdi-specialty.com

We will acknowledge your complaint in writing and provide you with our initial response within ten (10) business days of receipt.

If your complaint has not been resolved earlier, we will provide you with a final response within fifty-six (56) days of receipt of your complaint. If we are unable to provide you with a final response within this time frame, we will write to you explaining the delay and advise you when you can expect a final response.

If you are a customer of our Canadian branch (outside Quebec), and if more than 56 days from the date of your complaint have elapsed and you have not received a final response, or you are dissatisfied with the final response you have received from us, you may choose to refer your complaint to the:

General Insurance OmbudService (GIO):

4711 Yonge street
10th Floor
Toronto, ON M2N 6K8
1-877-225-0446
416-299-4261 (fax)

Website:
<https://giocanada.org/>

Online Complaint Form:
<https://giocanada.org/submit-a-complaint/>

Sanctions clause

HDI Global Specialty SE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Canada or United States of America.



SERVICE OF SUIT CLAUSE (CANADA)

(Action against Insurer)

Notices, including notices of legal proceedings, in connection with this Agreement and involving the Underwriter **HDI Global Specialty SE acting through its Canadian Branch**, shall be in writing and sent to the address and/or email address included below:

Head of Branch, for
HDI GLOBAL SPECIALTY SE - CANADIAN BRANCH
130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5;
email address: derek.spafford@hdi-specialty.com



SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100

SERVICE OF SUIT CLAUSE (CANADA)
(Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney in Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Grayson LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8

LMA5028B

15 April 2022

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

SHORT RATE CANCELLATION TABLE:

A) For Insurances written for one year:

Days insurance in force	Percent of one Year premium	Days insurance in force	Percent of one year premium
1	5	154 - 156	53
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182	60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32	19	210 - 214	67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246	74
59 - 62	27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273	80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91	35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305	87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124	44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337	94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153	52	361 - 365	100

B) For insurances written for more or less than one Year:

- 1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.**
- 2. If insurance has been in force for more than 12 months;**
 - a) Determine full annual premium as for an insurance written for a term of one year.**
 - b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.**
 - c) Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.**

INSURING AGREEMENT

LIABILITY

The Insurer, in consideration of the payment to the premium, in reliance upon the statements in the Declarations made a part of this policy and subject to all the terms and conditions of this policy and the riders and endorsements attached, agrees with the Named Insured as specified in the Insuring Agreements of the riders and endorsements attached hereto. The following Definitions, Pollution Exclusion, Nuclear Energy Liability Exclusion and Conditions apply to all Liability Riders and/or Endorsements attached to this policy except as they may be modified or supplemented by the riders and/or endorsements attached.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means any self-propelled land motor vehicle, trailers or semi-trailers while attached thereto or unattached (including its equipment mounted on or attached thereto) other than any of the following or their trailers, accessories and equipment:

- (i) vehicles of the crawler type (other than motorized snow vehicles);
- (ii) tractors (other than road transport tractors designed to haul trailers or semi-trailers), road rollers, graders, scrapers, bulldozers, paving machines and concrete mixers (other than concrete mixers of the mix-in-transit type);
- (iii) other construction machinery or equipment mounted on wheels but not self-propelled while not attached to any self-propelled land motor vehicle;
- (iv) self-propelled land motor vehicles used solely on the premises of the Insured.

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"completed operations hazard" includes bodily injury or property damage arising out of operations, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (i) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;
- (ii) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed;
- (iii) when the portion of the work out of which the bodily injury or property damage arises has been put to its intended use by any persons or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard shall not include:

- (i) operations in connection with the pick up and delivery of property;
 - (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.
- "elevator" means any hoisting or lowering device to connect floors or landings whether or not in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include:
- (i) dumbwaiters, the floor area of which does not exceed 1 square metre (10.76 square

feet), and used exclusively for carrying property;

- (ii) hod or material hoists used in connection with alterations, construction or demolition operations;
- (iii) inclined conveyors used exclusively for carrying property;
- (iv) automobile servicing hoists.

"Incidental contract" means any written agreement which is a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement or elevator maintenance agreement.

"Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision of the applicable coverage rider. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought.

"Named Insured" means the person or organization named in the Declarations of this policy.

"Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof other than a vehicle), but shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

"Policy territory" means:

- (i) Canada or the United States of America, its territories or possessions, or
- (ii) anywhere in the world with respect to compensatory damages because of bodily injury

or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (i) above, provided suit for such compensatory damages is brought within such territory.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Products hazard" includes bodily injury and property damage arising out of the Named Insured's products but only if such bodily injury or property damage occurs *away* from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

"Property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an accident occurring during the policy period

ENVIRONMENTAL LIABILITY EXCLUSION

It is agreed that this policy does not apply to:

- (a) "Bodily injury" or "property damage" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:

1. At or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to an Insured;
2. At or from any premises, site or location which is or was at any time, used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom the Insured may be legally responsible; or
4. At or from any premises, site or location on which any Insured or any contractors

or subcontractors working directly or indirectly on any Insured's behalf are performing operations:

- (a) if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor; or
- (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of pollutants.

Sub-paragraphs 1. and 4.(a) of paragraph (a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be.

- (b) Any loss, cost or expense arising out of any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to, or assess the effect of pollutants unless such loss, cost or expense is consequent upon "bodily injury" or "property damage" covered by this policy.

NUCLEAR ENERGY LIABILITY EXCLUSION

Applicable to all coverage riders other than Comprehensive Personal Liability, Farmers Comprehensive Liability and Storekeepers Liability).

It is agreed that this policy does not apply:

- (a) to liability imposed by or arising under the Nuclear Liability Act;
nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or 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; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (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 an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term radioactive material " means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:

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

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

4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

SEE CONDITIONS ON REVERSE SIDE

CONDITIONS

1. Premium and Adjustment of Premiums:

- (a) Unless otherwise stated, the premium stated in the declarations is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium bases and rates shown in the declarations or in any endorsement attached hereto, shall be used in ascertaining the earned premium with respect to the specific hazards mentioned herein.
- (b) In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the declarations, or in any endorsement, the earned premium with respect thereto shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- (c) Subject to the retention by the Insurer of the minimum premium provided for in the declarations, if the earned premium for this policy thus computed exceeds the estimated deposit premium paid, the Named Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- (d) The Named Insured shall maintain for each hazard hereby insured against, a record of the information necessary for premium computation on the basis stated, and shall submit such record to the Insurer at the end of the policy period and at such other times during the policy period as the Insurer may direct.

2. Inspection - Audit:

The Named Insured shall permit the Insurer to inspect the insured premises, operations and elevators and to examine and audit the Named Insured's books and records at any time during the policy period (and any extension thereof and within one year after the termination of this policy), as far as they relate to the premium basis or the subject matter of this insurance. The Insurer assumes no responsibility and waives no rights by reason of such inspection, examination, audit or the omission thereof.

3. Insured's Duties in the event of Accident, Occurrence, Claim or Suit:

- (a) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given promptly by or for the Insured to the Insurer or any of its authorized agents.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every writ, letter, document or advice received by him or his representative.
- (c) The Insured shall co-operate with the Insurer and, upon the Insurer's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for the first aid to others at the time of accident.

4. Action against Insurer:

No action shall lie against the Insurer under any Insuring Agreement of this policy including the Insuring Agreement relating to "Defense - Settlement-Supplementary Payments" unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer. Every action or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or written agreement and not afterwards. If this policy is governed by the law of Quebec, every action or proceeding against the Insurer shall be commenced within three years from the time the right of action arises. Nothing contained in this policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations hereunder.

5. Subrogation:

In the event of any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery there for against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

6. Other Insurance:

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amounts of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares:

If all of such other valid and collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits:

If any of such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Changes:

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Insurer from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

8. Assignment:

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon; if, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall, if written notice be given to the Insurer within sixty days, after the date of such death or adjudication, cover the Named Insured's legal representative as the Named Insured except in the Province of Quebec where no notice is required.

9. Notice:

Any written notice to the Insurer may be delivered at or sent by registered mail to the agent through whom this policy was issued or to any branch of the Insurer in Canada. Written notice may be given to the Named Insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the Insurer; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition the expression "registered" shall mean registered within or without Canada. Notice to the first Named Insured shall constitute notice to all Insureds.

10. Cancellation-Termination:

- (a) This policy may be terminated,
 - (i) by the Insurer giving to the Named Insured 15 days written notice of termination by registered mail or personal delivery; (ii) by the Named Insured at any time on written request.
- (b) Where the policy is terminated by the Insurer,
 - (i) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the policy has been in force, calculated pro rata; or
 - (ii) where the premium is developed by an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- (c) Where the policy is terminated by the Named Insured,
 - (I) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy, or where the premium is developed by an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy.
- (d) Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- (e) Except in Quebec, the fifteen days mentioned above in this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- (f) In Quebec, the Notice of Cancellation from the Insurer takes effect 15 days after receipt by the Insured at the last known address.
- (g) premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.

11. Declarations:

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

COMMERCIAL GENERAL LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, and D. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking those damages, but:
 - (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - (ii) we may investigate and settle any claim or "action" at our discretion; and
 - (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
 - (iv) The "action" must be brought in the "coverage territory".
- (b) Compensatory Damages because of "bodily injury" include compensatory damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury". Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".
- (c) "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (b) "Bodily injury" or "property damage" for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages for "insured contracts".

- 1) Assumed in a contract or agreement that is an "insured contract"; or
 - 2) That the Insured would have in the absence of the contract or agreement.
- (c) Any obligation of the Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (d) (i) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any Insured of:
- a. any "automobile";
 - b. any motorized snow vehicle or its trailers;
 - c. any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - d. any vehicle which, if it were to be insured, would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.
- (ii) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.

This exclusion does not apply to "bodily injury" to an employee of the Insured on whose behalf contributions are made or required to be made by the Insured under the provisions of any workers compensation law.

- (e) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any Insured of any watercraft.

This exclusion does not apply to:

- (i) a watercraft while ashore on premises you own or rent;
 - (ii) a watercraft you do not own that is:
 - a. less than 8 meters long; and
 - b. in/outboard motor of not more than 10h.p., and
 - c. not being used to carry persons or property for a charge.
 - (iii) "bodily injury" to any employee of the Insured on whose behalf contributions are made or required to be made under the provisions of any workers compensation law.
- (f) (i) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any Insured of:
- a. any aircraft; or
 - b. any air cushion vehicle.
- (ii) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation or entrustment to others by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- (g) "Property damage" to:
- (i) property you own, rent or occupy;
 - (ii) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (iii) property loaned to you;
 - (iv) personal property in your care, custody or control;
 - (v) that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or

- (vi) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (ii) of this exclusion do not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (vi) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- (h) "Property damage" to "your product" arising out of it or any part of it.
- (i) "Property damage" to that particular part of "your work" out of which an "occurrence" arises due to "your work" having been incorrectly performed on it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- (j) "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
 - (i) a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or,
 - (ii) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- (k) Any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (i) "your product";
 - (ii) "your work"; or
 - (iii) "impaired property";
if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- (l) "Bodily injury" or "property damage" due to the rendering or failure to render any professional services by you or for you.
- (m) Pollution Liability - see Common Exclusions.
- (n) Nuclear Liability - see Common Exclusions.
- (o) War Risks - see Common Exclusions.
- (p) Microorganism – See Common Exclusions

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. We will have the right and duty to defend any "action" seeking those compensatory damages but:

- (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE; Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".
- (ii) we may investigate and settle any claim or "action" at our discretion; and
- (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
- (iv) The "action" must be brought in the "coverage territory".
- (b) This insurance applies to "personal injury" only if caused by an offence:
 - (i) committed in the "coverage territory" during the policy period; and
 - (ii) arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by you or for you.
- (c) This insurance applies to "advertising injury" only if caused by an offence committed:
 - (i) in the "coverage territory" during the policy period; and
 - (ii) in the course of advertising your goods, products or services.

2. Exclusions

This insurance does not apply to:

- (a) "Personal injury" or "advertising injury":
 - (i) arising out of oral or written publication of material, if done by or at the discretion of the Insured with knowledge of its falsity;
 - (ii) arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - (iii) arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
 - (iv) for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
- (b) "Advertising injury" arising out of:
 - (i) breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (ii) the failure of goods, products or services to conform with advertised quality or performance;
 - (iii) the wrong description of the price of goods, products or services; or
 - (iv) an offence committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.
- (c) Pollution Liability - see Common Exclusions.
- (d) Nuclear Liability - see Common Exclusions.
- (e) War Risks - see Common Exclusions.
- (f) Microorganism – See Common Exclusions.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- (a) We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (i) on premises you own or rent;
 - (ii) on ways next to premises you own or rent; or
 - (iii) because of your operations;
 - provided that:
 - a. the accident takes place in the "coverage territory" and during the policy period;
 - b. the expenses are incurred and reported to us within one year of the date of the accident; and
 - c. the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- (b) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (i) first aid at the time of an accident;
 - (ii) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (iii) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- (a) to any Insured;
- (b) to a person hired to do work for or on behalf of any Insured or a tenant of any Insured;
- (c) to a person injured on that part of premises you own or rent that the person normally occupies;
- (d) to a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law;
- (e) to a person injured while taking part in athletics;
- (f) the payment of which is prohibited by law;
- (g) included within the "products-completed-operations hazard";
- (h) excluded under Coverage A.

COVERAGE D. TENANT'S LEGAL LIABILITY

1. Insuring Agreement

We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. This insurance applies only to "property damage" to premises rented to you or occupied by you. This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking compensatory damages but:

- (a) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".
- (b) we may investigate and settle any claim or "action" at our discretion; and

- (c) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverage A, B or D or medical expenses under Coverage C.
- (d) The “action” must be brought in the “coverage territory”.

2. Exclusions

This insurance does not apply to:

- (a) “Property damage” expected or intended from the standpoint of the Insured.
- (b) “Property damage” for which the Insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.
- (c) “Property damage” for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.
- (d) Pollution Liability - see Common Exclusions.
- (e) Nuclear Energy Liability - see Common Exclusions.
- (f) War Risks - see Common Exclusions.
- (g) Microorganism – See Common Exclusions.

COMMON EXCLUSIONS - COVERAGES A, B, C, AND D

1. Pollution Liability

- (a) “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
 - (i) at or from premises owned, rented or occupied by an Insured;
 - (ii) at or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (iii) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or organization for whom the Insured may be legally responsible; or
 - (iv) at or from any site or locations on which an Insured or any contractor or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
 - a. if the pollutants are brought on or to the site or location in connection with such operations; or
 - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- (b) Any loss, cost or expense arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- (c) Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. “Waste” includes materials to be recycled, reconditioned or reclaimed.

Subparagraphs (i) and (iv) a. of paragraph (a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire". As used in this exclusion, a "hostile fire" means one which becomes uncontrollable, or breaks out from where it was intended to be.

2. Nuclear Energy Liability

- (a) Liability imposed by or arising under the Nuclear Liability Act.
- (b) "Bodily injury" or "property damage" with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or 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.
- (c) "Bodily injury" or "property damage" resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured or services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility;
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

- (1) the term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- (2) the term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- (3) the term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;
 and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- 4. the term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission

3. War Risks

"Bodily injury" or "property damage" due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

5. Microorganism

"Bodily injury" or "property damage" due to any claim, cost, expense, or other sum arising directly or indirectly out of or relating to:

the actual or alleged presence, at or from any premises owned rented or occupied by an Insured, of mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion replaces and supersedes any provision in the Policy that may provide insurance, in whole or in part, for these matters.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, AND D

We will pay, with respect to any claim or "action" we defend:

- (a) All expenses we incur.
- (b) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (c) All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to \$100 a day because of time off from work.
- (d) All costs taxed against the Insured in the "action" and any interest accruing after entry of judgement upon that part of the judgement which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- (a) An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an Insured. Your members, your partners and their spouses are also Insureds, but only with respect to the conduct of your business.
- (c) An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an Insured:

- (a) Your employees or your volunteers, other than your executive officers, but only for acts within the scope of their employment by your or, in the case of volunteers, within the scope of their duties assigned by you. However, except as provided in (b) below, none of these employees or volunteers is an Insured for:
 - (i) "bodily injury" or "personal injury" to any person who, at the time of injury, is entitled to benefits under any workers compensation or disability benefits law or a similar law; or

- (ii) "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (iii) "property damage" to property owned or occupied by or rented or loaned to that employee or volunteer, any of your other employees or volunteers, or any of your partners or members (if you are a partnership or joint venture).

And no employee is an Insured for bodily injury or personal injury to you or to a co-employee whilst in the course of their employment or service.

- (b) Any member while participating in or training for a sanctioned sporting or social event.
 - (c) Any person (other than your employees or volunteers), or any organization while acting as your real estate manager.
 - (d) Any person or organization having proper temporary custody of your property if you die, but only:
 - (i) with respect to liability arising out of the maintenance or use of that property; and
 - (ii) until your legal representative has been appointed.
 - (e) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 - (f) Municipalities, government departments, sponsors and owners of facilities in whose name you have agreed to provide insurance are added as additional Insureds, but only for their vicarious liability arising out of your operations.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
- (a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (b) Coverage A and D does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (c) Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offence committed before you acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "actions" brought; or
 - (c) Persons or organizations making claims or bringing "actions".
2. The Aggregate Limit is the most we will pay for the sum of:
 - (a) Medical expenses under Coverage C;
 - (b) Compensatory damages under Coverage B - Personal and Advertising Injury Liability;
 - (c) Compensatory damages under Coverage A - Bodily Injury and Property Damage Liability, arising out of the "products-completed operations hazard".
3. Subject to 2 above, the Each Occurrence Limit is the most we will pay for the sum of:
 - (a) Compensatory damages under Coverage A and Coverage B; and

- (b) Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for compensatory damages because of "property damage" to any one premises.
5. Subject to 3 above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
6. All Loss Deductible Coverage A:
Bodily Injury and Property Damage, Legal Fees Expenses - Coverage A:
It is agreed that our obligation under Coverage A to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of "bodily injury", "property damages", legal fees and expenses as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
7. All Loss Deductible Coverage B:
Personal and Advertising Injury, Legal Fees Expenses - Coverage B:
It is agreed that our obligation under Coverage B to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of "personal injury" or "advertising injury", legal fees and expenses as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
8. All Loss Deductible Coverage D (Tenants Legal Liability):
It is agreed that our obligation under this coverage to pay compensatory damages on your behalf because of "property damage" applies only to the amount of compensatory damages in excess of the deductible amount. The deductible amount applies to all compensatory damages because of property damage as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of "actions", and (b) your duties in the event of an "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this policy.

2. Canadian Currency Clause

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

3. Cancellation

- (a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- (b) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (i) 15 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (ii) 30 days before the effective date of cancellation if we cancel for any other reason. In Quebec, if notice is mailed, cancellation takes effect 15 or 30 days after receipt of notice by the post office to which it is addressed depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice.
- (c) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (d) The policy period will end on the date cancellation takes effect.
- (e) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Duties in the Event of Occurrence, Claim or Action

- (a) You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - (i) how, when and where the "occurrence took place; and
 - (ii) the names and addresses of any injured persons and of witnesses.
- (b) If a claim is made or "action" is brought against an Insured, you must see to it that we receive prompt written notice of the claim or "action".
- (c) You and any other involved Insured must:
 - (i) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - (ii) authorize us to obtain records and other information;
 - (iii) cooperate with us in the investigation, settlement or defence of the claim or "action"; and
 - (iv) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this Insurance may also apply.
- (d) No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

7. Inspections and Surveys

We have the right but are not obligated to:

- (a) Make inspections and surveys at any time;
- (b) Give you reports on the conditions we find; and
- (c) Recommend any changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (a) Are safe or healthful; or
- (b) Comply with laws, regulations, code or standards.
This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections surveys, reports or recommendations.

8. Legal Action Against Us

No person or organization has a right under this policy:

- (a) To join us as a party or otherwise bring us into an "action" asking for compensatory damages from an Insured; or
- (b) To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but we will not be liable for compensatory damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by us, the Insured and the Claimant or the Claimant's legal representative. Every "action" or proceeding against us shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this policy is governed by the laws of Quebec, every action or proceeding against us shall be commenced within three years from the time the right of action arises.

9. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under Coverages A, B or D of this policy, our obligations are limited as follows:

(a) Primary Insurance

This insurance is primary except when (b) below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (c) below

(b) Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) that is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work" or for premises rented to you; or
- (ii) if the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion (e) or Coverage A (Section 1).

When this insurance is excess we will have no duty under Coverage A, B or D to defend any claim or "action" that any other Insurer has a duty to defend. If no other Insurer defends, we will undertake to do so, but we will be entitled to all the Insured's rights against all those other Insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) the total of all deductible and self-insured amounts under all that other insurance. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

(c) Method of Sharing

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

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

10. Premium Audit

- (a) We will compute all premiums for this policy in accordance with our rules and rates.
- (b) Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum premium shown in the Declarations of this policy.
- (c) The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. Premiums

The first Named Insured shown in the Declarations:

- (a) Is responsible for the payment of all premiums; and
- (b) Will be the payee for any return premiums we pay.

12. Representations

By accepting this policy, you agree:

- (a) The statements in the Declarations are accurate and complete;
- (b) Those statements are based upon representations you made to us; and
- (c) We have issued this policy in reliance upon your representations.

13. Separation of Insureds, Cross Liability

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- (a) As if each Named Insured were the only Named Insured; and
- (b) Separately to each Insured against whom claim is made or "action" is brought.

14. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "action" or transfer those rights to us and help us enforce them.

15. Transfer of Your Rights and Duties under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have the rights and duties but only with respect to that property.

SECTION V - DEFINITIONS

1. "Action" means a civil proceeding in which compensatory damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which you must submit with our consent.
2. "Advertising injury" means injury arising out of one or more of the following offences:
 - (a) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - (b) Oral or written publication of material that violates a person's right of privacy;
 - (c) Misappropriation of advertising ideas or style of doing business.
3. "Automobile" means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.
4. "Coverage territory" means worldwide, with actions to be brought in Canada only. This policy does not have an obligation of duty to defend on actions brought outside of Canada.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - (a) It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - (b) You have failed to fulfill the terms of the contract or agreement; such property can be restored to use by:

- (i) the repair, replacement, adjustment or removal of "your product" or "your work"; or
- (ii) you fulfilling the terms of a contract or agreement.

7. "Insured Contract" means:

- (a) A lease of premises;
- (b) A sidetrack agreement;
- (c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- (d) Any other easement agreement;
- (e) An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- (f) An elevator maintenance agreement.

An "insured contract" does not include that part of any contract or agreement:

- (i) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (ii) under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in (i) above and supervisory, inspection or engineering services.

8. "Occurrence" means accident, including continuous or repeated exposure to substantially the same general harmful condition.

9. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offences:

- (a) False arrest, detention or imprisonment;
- (b) Malicious prosecution;
- (c) Wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
- (d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (e) Oral or written publication of material that violates a person's right to privacy.

10. (a) "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except

- (i) products that are still in your physical possession; or
- (ii) work that has not yet been completed or abandoned.

(b) "Your work" will be deemed completed at the earliest of the following times:

- (i) when all of the work called for in your contract has been completed;
- (ii) when all of the work to be done at the site has been completed if your contract calls for work at more than one site;
- (iii) when that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- (c) This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

11. "Property damage" means:

- (a) Physical injury to tangible property, including all resulting loss of use of that property; or
- (b) Loss of use of tangible property that is not physically injured.

12. "Your product" means:

- (a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (i) you;
 - (ii) others trading under your name; or
 - (iii) a person or organization whose business or assets you have acquired; and

- (b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

13. "Your work" means:

- (a) Work or operations performed by you or on your behalf; and
- (b) Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above.

CGL DND F CGL 4605 - NON - OWNED AUTOMOBILE INSURANCE (S.P.F. NO. 6) (6-91)

FORM NO. CGL 4605 (6-91)

NON - OWNED AUTOMOBILE INSURANCE (S.P.F. NO. 6)

INSURING AGREEMENT

In consideration of the payment of the premium and of the statements contained in the application on file with the insurer and subject to the limits, terms, conditions, provisions, definitions, and exclusions herein stated.

SECTION A - THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part or licensed in the name of the Insured and resulting from

BODILY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:

provided always the Insurer shall not be liable under this policy:

(a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or

(b) for any liability imposed upon any person insured by this policy:

(1) by any workers compensation law; or

(2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

(c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement, but this exclusion does not apply to that part of any contract or agreement pertaining to the business of the Insured under which the Insured assumes tort liability of another to pay compensatory damages because of bodily injury or property damage to a third person or organization, if the contract or agreement is made prior to the bodily injury or property damage. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

(d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or

(e) for any amount in excess of the limit stated in the Declarations, and expenditures provided for in the Supplementary Payments of this policy; subject always to the provisions of the section of The Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

Paragraph (b) of this section is not applicable in the Province of Ontario.

LIMIT OF INSURANCE

The limit stated in the Declarations for Non-Owned Automobile is the maximum the Insurer will pay (exclusive of interest and costs) for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property from any one accident (regardless of the number of claims arising).

ADDITIONAL AGREEMENTS OF INSURER

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

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

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

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

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

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

(6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

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

(a) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;

(b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

GENERAL PROVISIONS AND DEFINITIONS

1. Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the insured stated in Declarations, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured Person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional Insured Person, or (b) any automobile hired or leased in the name of the Insured except any automobile owned in whole or in part or licensed in the name of such additional insured person.

2. Territory

This Policy applies only to the use of or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of these countries.

3. Hired Automobiles Defined

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, for periods not exceeding 30 days, used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. Automobiles Operated under Contract Defined

The term "automobiles operated under contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in the Declarations where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

5. Two or more Automobiles

When two or more automobiles are insured hereunder the terms of this Policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of insurance.

6. Premium Adjustment

An estimated premium for this form has been used as a factor in the computation of the provisional premium for this Policy. The actual premium for the insurance afforded by this form determined in accordance with the insurer's rules, rates, rating plans, premium and minimum premiums applicable to this insurance, shall be included as a factor in the computation of the earned premium for this policy.

7. Representation

Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or 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.

STATUTORY CONDITIONS

Material Change in Risk

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

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

(a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceeding under the Bankruptcy Act (Canada);

and in respect of insurance against loss of or damage to the automobile,

(b) any mortgage, lien or encumbrance affecting the automobile after the application for the contract;

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

NOTE: In Prince Edward Island Statutory Condition 1, subconditions 2 and 3 are identical with the above quoted Statutory Condition relating to material change in risk.

Prohibited Use by Insured

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

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

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

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

(d) for any illicit or prohibited trade or transportation; or

(e) in any race or speed test.

Prohibited Use by Others

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

- (a) by any person,
- (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
- (ii) while that person is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
- (b) by any person who is a member of the household of the Insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
- (c) for any illicit or prohibited trade or transportation; or
- (d) in any race or speed test.

Requirements Where Loss or Damage to Persons or Property

3. (1) The insured shall,

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

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

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

(2) The insured shall not,

(a) voluntarily assume any liability or settle any claim except at his own cost, or

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

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

Requirements Where Loss or Damage to Automobile

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

(a) promptly give notice thereof in writing to the Insurer with the fullest of information obtainable at the time;

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

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

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

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

(a) without the written consent of the Insurer; or

(b) until the Insurer has had a reasonable time to make the examination for which provision is made in Statutory Condition 5.

Examination of Insured

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

Insurer Liable for Cash Value of Automobile

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

Repair or Replacement

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

No Abandonment; Salvage

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

In Case of Disagreement

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

Inspection of Automobile

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

Time and Manner of Payment of Insurance Money

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

When Action May be Brought

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

Limitation of Actions

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

NOTE: In Yukon Territory, Northwest Territories and New Brunswick, the one year limitation period in subcondition (3) should read "2 years". In the case of Nova Scotia and Newfoundland subcondition (3) should read as follows:

"(3) Every action or proceeding under this contract against the insurer in respect of a claim for indemnification for liability of the insured for loss or damage to property of another person or for personal injury to or death of another person shall be commenced within two years after the liability of the insured is established by a court of competent jurisdiction and not afterwards. Every other action or proceeding against the insurer under this contract in respect of loss or damage to the automobile shall be commenced within two years from the time the loss was sustained and not afterwards."

Who May Give Notice and Proofs of Claim

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

Termination

8. (1) This contract may be terminated,

(a) by the Insurer giving to the insured thirty days' notice of termination by registered mail or five days' written notice of termination personally delivered;

(b) by the insured at any time on request.

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

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

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

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

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

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

NOTICE

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

NOTE: In the Northwest Territories, the reference is to Territories and in the Yukon Territory the reference is to Territory rather than Province.

MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial General Liability Insurance coverage.

Exclusion of coverage A (Section 1) is deemed to include the following:

- (1) It is understood and agreed that this insurance policy shall not apply to “bodily injury” (as defined herein), “property damage” (as defined herein), “advertising injury” (as defined herein) or “personal injury” (as defined herein) arising out of in whole or in part: (1) corporal punishment, sexual or physical abuse, sexual exploitation, transmission of disease or other harmful acts by the insured or any occupant or resident of the insured’s operation or premises; (2) any employee of any insured; or (3) any volunteer.
- (2) It is further understood and agreed that this insurance policy shall not apply to claims arising out of but not limited to; (1) the actual or threatened abuse or molestation by anyone while in the care, custody or control of any insured; or (2) the negligent (a) employment, (b) investigation, (c) supervision, (d) reporting to the proper authorities or failure to so report, (e) retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded under paragraph (1) above.
- (3) It is further understood and agreed that the insurer shall not have any duty to defend any suit against the insured seeking damages on account of any “bodily injury”, “property damage” or “personal injury” as described in this endorsement.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

REIMBURSEMENT CLAUSE ENDORSEMENT

Attached to and forming part of the commercial general liability coverage as per wordings:

It is hereby understood and agreed that the insured shall reimburse the company up to the amount stated in the declarations with respect to all claims, legal fees and adjusting expenses combined in any one loss, and the company shall only be liable for loss, damage or expense in the excess of that amount.

The terms of the policy, including those with respect to notice of loss and the insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the reimbursement.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.



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LIFE PRESERVER WARRANTY

Attached to and forming part of the commercial general liability coverage as per wordings:

It is hereby understood and agreed that the following warranty is hereby incorporated in and made a part of this policy.

Failure of the insured to comply with any or all of the following will render the policy null and void in the event of loss arising out of any watercraft operations.

The insured warrants that while operating watercraft during the course of operations, a department of transport approved life preserver will be provided and worn by every member in the watercraft.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

FUNGI AND FUNGAL DERIVATIVES EXCLUSION ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Attached to and forming part of the Commercial General Liability Wording.

The following Exclusion is added to Section I, Common Exclusions – Coverages A, B, C AND D:

Fungi and Fungal Derivatives

This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal injury", "advertising injury" or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
- b. any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of, "fungi" or "spores; or
- c. any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the injury, damage or activity referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

This exclusion does not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by the Insured.

The following definitions are added to Insuring Agreement V. – Definitions:

"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resultant mycotoxins, allergens, or pathogens.

"Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

TOTAL ASBESTOS EXCLUSION

Attached to and forming part of the commercial general liability coverage as per wordings:

This insurance shall not apply to and does not cover any actual or alleged liability for any claim in respect of loss, damage, cost or expense directly or indirectly caused by, resulting from, or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured seeking damages.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

OTHER INSURANCE CLAUSE

It is hereby understood and agreed under Insuring Agreement Form IFC33000, Condition 6 “Other Insurance” is deleted in its entirety. Further, Section IV, Commercial General Liability – Condition 9 “Other Insurance” is replaced with the following:

Other Insurance

“If other valid and collectible insurance is available to the insured for a loss covered under this policy, this insurance is excess over any and all of the other insurance, whether such other insurance is primary, excess, contingent or on any other basis and whether such other insurance has a policy that is the same or different in type and/or purpose from this policy, and the Insurer is not liable for any loss or claim until the amount of such other insurance has been used in its entirety.”

Excess Insurance

When this insurance is excess, we will have no duty under the coverage in this policy to defend any claim or action that any other insurer has a duty to defend. If no other insurer defends, and if we undertake to do so, we will be entitled to all the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b) the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance Provision unless it was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy, in which case we will not share any of the remaining loss.

Additional Insured – Primary and Non-Contributory – by Contract

If you have agreed in a written contract or written agreement with an additional insured that this insurance is primary and non-contributory, then this insurance is primary specifically relating to the Insureds negligence to other insurance available to the additional insured which covers that person or organization as a named insured and we will not seek contribution from that other insurance.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.



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POLICY DISPUTES

Attached to and forming part of the commercial general liability wordings:

Any dispute concerning coverage under this policy and/or the interpretation of the Terms Conditions Limitations and/or Exclusions contained herein is understood and agreed by both the Insured and the Insurers to be subject to the law and jurisdiction of a Canadian province or Territory as determined by the relevant Insurance Act(s).

Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Canadian province or Territory as determined by the relevant Insurance Act(s) and to comply with all requirements necessary to give such court jurisdiction.

All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

PUNITIVE AND/OR EXEMPLARY DAMAGES EXCLUSION CLAUSE

Attached to and forming part of the commercial general liability coverage as per wordings:

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

USA SALES, WORK, JURISDICTION & OCCURRENCES EXCLUSION

It is hereby understood and agreed that this Policy shall not indemnify the Insured for any liability arising out of any exposure within or relating to activities, sales, work or occurrences within the USA. Further, the policy shall not extend to provide coverage to exposures within any USA jurisdiction.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

PROFESSIONAL LIABILITY / ERRORS & OMISSIONS EXCLUSION

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is understood and agreed that this Policy shall not apply to liability for any claim arising from professional indemnity, errors or omissions, or services deemed to be professional in nature.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

Form 5113 (05/2013)



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ADDITIONAL INSUREDS CERTIFICATE HOLDERS ENDORSEMENT

Attached to and forming part of the commercial general liability policy:

It is hereby understood and agreed that the retail broker has authority to issue certificates of insurance for Canadian domiciled landlords, government departments, municipalities and or school boards. The certificate issued by the retail broker will add the party as additional insureds or a loss payee to the policy but only with respect to liability arising out of the Named Insured's premises or operations.

No certificates can be issued by the retail broker for any foreign company, government, landlord, corporate entity, individual or any organization that is outside of Canadian Jurisdiction.

Except for non-payment of premium, should any of the policies described herein be cancelled by the Insurer before the expiration date thereof, the Insurer will provide 30 days notice of cancellation to certificate holders, who have been granted such notice, and whose names and addresses are on file with the insurer as provided by the broker at the time of notice.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

Form 5156 (09/2015)

▲ WE'RE THERE.

ENGLISH LANGUAGE POLICY WORDING ACKNOWLEDGEMENT FORM

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that the policy and policy wordings as agreed upon by the Insured and conveyed to the Insured by the Retail Broker, shall be provided in English Language only.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.



MOULD EXCLUSION - ABSOLUTE

The purpose of this endorsement is to restrict YOUR coverage.

THE INSURER will not cover YOU, pay DAMAGES, provide YOU with a defence or make supplementary payments for CLAIMS based upon, arising out of, or alleged to have resulted, in whole or in part in

a) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of;

b) any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of;

c) the actual or alleged failure to detect, report, test for, monitor, cleanup, remove, contain, dispose of, treat, detoxify, neutralize, or in any way respond to, assess the effects of or advise of the existence of;

any FUNGI or any spores, mycotoxins, odours, or any other substances, products or by-products produced by, released by, or arising out of the current or past presence of FUNGI.

“FUNGI” means any form of fungus, including but not limited to yeast, mould, mildew, rust, smut or mushroom.

Such CLAIMS are excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

WAIVER WARRANTY

It is understood and agreed that the Insured shall be required to collect signed waivers of liability from all participants participating in sporting events prior to instruction/participation. Signed waivers must be held and retained indefinitely by the Named Insured and produced any time upon request by the Insurer. Violation of the conditions set forth in the warranty shall render coverage provided by this policy null and void. If this warranty is breached, the Insurer will not maintain an obligation of duty to defend or a duty to indemnify under the policy of insurance.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

ILLEGAL SUBSTANCE AND ILLEGAL ACTIVITY EXCLUSION

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that this insurance excludes all liability arising from:

- (a) loss or damage however caused which results, directly or indirectly, from any Illegal Substance Activity regardless of the insured being unaware or able to control such activity.

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured or Additional Insured seeking damages.

The following is added to the Definition contained in Definitions section of the policy wordings.

“Illegal Substance” means any substance that is not legal for the insured or any other party of interest, employees or agents of the insured or any person to whom the Insured’s property may be entrusted, to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance enumerated in Schedule of the *Controlled Drugs and Substances Act* currently in force.

“Illegal Substance Activity” means any activity relating to the growing, propagating or harvesting, manufacturing, distributing, storing or selling of any Illegal Substance.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

POLICY TERRITORY ENDORSEMENT

Attached to and forming part of the commercial general liability coverage as per wordings:

It is understood and agreed that under the insuring agreement form IFC33000 (8-95) the definition with respect to 'policy territory' is deleted and replaced with the following:

'Coverage territory' means Worldwide, with actions to be brought in Canada only. This policy does not have an obligation of duty to defend on actions brought outside of Canada.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

Form 5290 (09/2018)

EMPLOYEE BENEFITS LIABILITY COVERAGE

INSURING AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY POLICY.

The following is added to paragraph 1.a. of Coverage A (Section I):

We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages to any employee or former employee or the heirs, beneficiaries or legal representatives of either because of any act of negligence, error, mistake or omission of the Insured or others for whom the Insured is legally responsible in the "administration" of "employee benefit programs" of the Insured. Compensatory damages arising out of the "administration" of "employee benefit programs" shall be deemed to be caused by an "occurrence".

For the purpose of determining the Limits of Insurance for coverage provided by this endorsement, any act of negligence, error, mistake or omission together with all related acts of negligence, errors, mistakes in the "administration" of these "employee benefit programs" will be considered one "occurrence".

This insurance applies to any act of negligence, error, mistake or omission which occurs within Canada or the United States of America, its territories or possessions,

1. during the period it is in effect, provided claim is made or action is brought during that period, or
2. prior to its effective date, if the Insured first become aware thereof during the period of this insurance and claim is made or action is brought during such period.

ADDITIONAL EXCLUSIONS

This insurance afforded by this endorsement does not apply:

1. to any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, discrimination or humiliation on your part or on the part of any other party of interest, employees or your agents;
2. to "bodily injury" to, or sickness, disease or death of any person, including damages for care and loss of services arising therefrom or to injury to or destruction of any tangible property, including the loss of use thereof;
3. to any claim for failure of performance of contract by any Insured;
4. to any claim based upon the Insured's failure to comply with any workers' compensation, disability benefits or unemployment compensation law or any similar law;
5. to any claim based upon:
 - a. failure of any investment program, individual securities or savings program to perform as represented by an Insured;
 - b. advice given by an Insured in connection with participation or non-participation in stock subscription plans or savings programs;
6. any claim out of the failure of the Insured or any Insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfil any of their guarantees with respect to:
 - a. the payment of benefits under "employee benefit programs", or
 - b. the providing, handling or investment of funds related thereto.
7. Any claim based on the liability of others which is assumed by the Insured under a contract or agreement;
8. Any claim resulting from personal profit of advantage gained by the Insured without the legal right to the gain;
9. Any claim for the return of compensation paid to the Insured if a court determines that the payment was illegal;
10. The liability of any insured for taxes, fines or penalties imposed by law;
11. Any claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit program";

12. Any claim that results from not having adequate insurance or bonds to protect the assets of an "employee benefit program".

LIMITS OF INSURANCE

The Limit of Insurance, Each Occurrence Limit stated in the Schedule of Part III is the most we will pay for compensatory damages because of any act of negligence, error, mistake or omission in the "administration" of "employee benefit programs" arising out of any one "occurrence" regardless of the number of:

1. Insureds;
2. Claims made or "actions" brought; or
3. Persons or organizations making claims or bringing "actions".

Our obligation under Employee Benefits Liability Coverage to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of any deductible amount, if any, stated in the Schedule of Part III applicable to the coverage, and the limits of insurance applicable to "each occurrence" will be reduced by the amount of such deductible.

ADDITIONAL DEFINITIONS

1. Employee Benefit Programs

The term "Employee Benefit Program" shall mean group life insurance, group accident or health insurance, Profit sharing plans, pension plans, employee stock subscription plans, travel, savings or vacation plans and, except as respects the insurance afforded hereunder to employees, shall also include workers' compensation insurance, unemployment compensation insurance and disability benefits insurance.

2. Administration

The unqualified word "administration", whenever used, shall mean the following:

- a. counselling employees with respect to "employee benefit programs";
- b. interpretations relative to "employee benefit programs";
- c. record-keeping in connection with "employee benefit programs";
- d. enrolment, termination or cancellation of employees under "employee benefit programs".

COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

CYBER AND DATA EXCLUSION

(for attachment to Canadian Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 **CYBER ACT** or **CYBER INCIDENT** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **CYBER ACT** or **CYBER INCIDENT**;
 - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **DATA**, including any amount pertaining to the value of such **DATA**; or
 - 1.3 complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation,regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Definitions

COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**.

CYBER INCIDENT means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **COMPUTER SYSTEM**.

DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **COMPUTER SYSTEM**.

**PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL
SUBSTANCES (PFAS) EXCLUSION NO. 1**

(For use on liability insurance policies)

1. This POLICY does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
2. For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
3. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - a. perfluorinated methyl group (-CF₃); or
 - b. perfluorinated methylene group (-CF₂-).

LMA5595A

10th October 2023

STATUTORY CONDITIONS
(British Columbia)

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4.
 - (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
 - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
 - (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5,or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
 - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

5. (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
 - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the insurer,
 - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) stating the amount of other insurances and the names of other insurers,
 - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and

- (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

- 7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

- 8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
 - (a) by the agent of the insured, if
 - (i) the insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or
 - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

- 9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

- 10. After loss or damage to insured property, the insurer has
 - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
 - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

- (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
- (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

- 11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the insurer.

When loss payable

- 12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

- 13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

- 14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)-CANADA
(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or 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; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (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 an Insured.

As used in this policy:

- 1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- 2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- 3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

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

4. The term “fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

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WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For this purpose of this endorsement an act of terrorism mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

S.E.F. NO. 99
EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT
(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.F. NO. 6)

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of General Provisions and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term "Hired Automobiles" as used in this policy means (a) automobiles hired or leased from others with drivers or (b) hired or leased by the named insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

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