

SAFEGUARD - CANADA

DECLARATIONS

NOTICE: THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, IT APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE UNDERWRITERS AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THIRTY (30) DAYS AFTER THE DATE THE CLAIM IS FIRST MADE AGAINST THE INSUREDS. AMOUNTS INCURRED AS DEFENCE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. THE UNDERWRITERS HAVE NO OBLIGATION TO PAY DEFENCE COSTS OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insureds** and Underwriters.

Policy Number:

Item 1. **Named Insured:**

Principal Address:

Item 2. **Policy Period:** From: _____ To: _____

Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

Item 3. **Limit(s) of Liability:**

- a) \$ _____ for all **Claims** for **Wrongful Acts** against any one **Victim**
- b) \$ _____ for all **Claims** for **Wrongful Acts** against all **Victims**, but sub-limited to:
- c) \$ _____ for all **Safeguard Costs** resulting from all **Circumstances**

Such Sub-limit of Liability shall be part of, and not in addition to, the overall Limit of Liability stated in 3.b) above.

Item 4. **Retention:**

\$ any one **Victim**

Item 5. **Premium:**

Item 6. **Optional Extension Period:**

a) Premium for **Optional Extension Period:** 100% of the total annual premium for the Policy, provided no **Claims** and/or **Circumstances** have been reported to Underwriters, or

To be determined by Underwriters in the event **Claims** and/or **Circumstances** have been reported to Underwriters

b) Length of **Optional Extension Period:** 12 Months

Item 7. **Notification pursuant to Clause IX. shall be given to:**

Item 8. **Retroactive Date:**

Item 9. **Pending or Prior Litigation Date:**

SAFEGUARD - CANADA SEXUAL MISCONDUCT AND MOLESTATION LIABILITY INSURANCE

In consideration of the payment of the premium, in reliance on all statements made in the **Application**, and subject to all of the provisions of this Policy, Underwriters and the **Named Insured**, on behalf of all **Insureds**, agree as follows:

I. INSURING CLAUSE

Underwriters shall pay on behalf of the **Insureds** all **Loss** resulting from any **Claim** first made against any **Insured** during the **Policy Period** or **Optional Extension Period**, if applicable, and reported in writing to the Underwriters in accordance with Clause IX.A. for a **Wrongful Act**.

II. SAFEGUARD EXTENSION

Underwriters, at their sole discretion, can also pay on behalf of the **Insured Organization** any **Safeguard Costs** resulting from any **Circumstance** which the **Insureds** first become aware of during the **Policy Period**, provided that, as a condition precedent to their right to payment under this Extension:

- A. such **Circumstance** is reported to Underwriters in accordance with Clause IX.B. but in no event later than forty-eight (48) hours after an **Executive Officer** becomes aware of such **Circumstance**; and
- B. the **Insured Organization** enters into a formal written agreement with the **Safeguard Service Provider** within twenty-four (24) hours of Underwriters appointing such **Safeguard Service Provider**.

However, the sub-limit amount shown at Item 3.c) in the Declarations is the most Underwriters will pay for all **Safeguard Costs** resulting from the combined total of all **Circumstances** reported during the **Policy Period**. Such sub-limit amount shall be part of, and not in addition to, the amount shown at Item 3.b) in the Declarations. No retention shall apply to the coverage afforded under this Extension.

III. DEFINITIONS

The following terms whenever used in this Policy in boldface type shall have the meanings indicated.

- A. “**Application**” means all applications, including all attachments and other materials submitted therewith or incorporated therein, and any other documents or information submitted in connection with the underwriting of this Policy, including any endorsement or other part thereof, or any other sexual misconduct and molestation liability policies issued by the Underwriters of which this Policy is a renewal, replacement or which it succeeds in time.
- B. “**Change of Control**” means:
 - 1. the acquisition by any person or entity of more than 50% of the outstanding securities or equity interest of the **Named Insured** representing the present right to vote for the election of directors or **Managers**; or
 - 2. the merger of the **Named Insured** into another entity such that the **Named Insured** is not the surviving entity.

C. “**Circumstance**” means a **Wrongful Act** or a reasonable suspicion thereof which may give rise to a **Claim**.

D. “**Claim**” means:

1. a written demand or request for monetary damages against any of the **Insureds**; or
2. a civil or administrative proceeding initiated against any of the **Insureds**.

However, **Claim** does not include any criminal, investigative or regulatory proceeding, except for any proceeding before a human rights tribunal.

E. “**Defence Costs**” means reasonable and necessary fees and expenses, including legal fees and expenses, to which Underwriters consent in advance and which are incurred by or on behalf of the **Insureds** in defending, settling, appealing or investigating any **Claim** and the cost of appeal, supersedeas, attachment or similar bonds (provided, however, Underwriters shall have no obligation to apply for or furnish any bond for appeal, supersedeas, attachment or any similar purpose), but shall not include:

1. salaries, regular or overtime wages, fees or benefit expenses associated with **Employees** or the **Insured Organization’s** overhead expenses; or
2. any **Safeguard Costs**.

F. “**Employee**” means all persons whose labour or service is currently or has formerly been engaged by and directed by the **Insured Organization**. This includes employees, volunteers, part time, seasonal, leased and temporary employees as well as any individual employed in a supervisory or managerial position and **Independent Contractors**. Substitute teachers, student teachers, coaches, counsellors and clergy are also **Employees** while performing activities on the **Insured Organization’s** behalf that the **Insured Organization** has authorized and/or sponsored. **Employee** does not include employees who are leased to another employer.

G. “**Executive Officer**” means any member of the management committee, chairperson, chief executive officer, chief operating officer, president, **Manager**, chief financial officer, risk manager, human resources staff or an individual acting in a similar capacity with the **Insured Organization**.

H. “**Independent Contractor**” means any natural person independent contractor who performs labour or service for the **Insured Organization** on a full-time basis pursuant to a written or oral contract or agreement, where such labour or service is under the exclusive direction of the **Insured Organization**. The status of an individual as an **Independent Contractor** shall be determined as of the date of an alleged **Wrongful Act**.

I. “**Insured Organization**” means the **Named Insured** and its **Subsidiaries**, including any such organization as a debtor in possession within the meaning of the Companies Creditors Arrangement Act, R.S.C., the Bankruptcy and Insolvency Act, R.S.C. or similar legal status under foreign law or by reason of an court order appointing a receiver manager.

J. “**Insured Person**” means any person who was, now is, or shall be an **Employee** or duly elected or appointed directors, officers, trustees or **Managers** of the **Insured Organization** including all persons outside of Canada serving in a functionally equivalent role for the **Insured Organization** including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

- K. **“Insureds”** means the **Insured Persons** and the **Insured Organization**.
- L. **“Interrelated Wrongful Acts”** means any and all **Wrongful Acts** against any one **Victim** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally or logically connected facts, circumstances, situations, events, transactions or causes.
- M. **“Loss”** means:
1. compensatory damages, judgments (including pre-judgment and post-judgment interest awarded against an **Insured** on that part of any judgment paid by Underwriters), settlements, statutory attorney fees and **Defence Costs**, and
 2. with respect to Clause II., **Safeguard Costs**.
- However, **Loss** shall not include any of the following:
- (a) civil, regulatory or criminal fines or penalties, sanctions, or other matters that may be deemed uninsurable according to the law under which this Policy is construed;
 - (b) the multiple portion of multiplied damages;
 - (c) punitive, exemplary or aggravated damages; or
 - (d) any amounts incurred in the defence of any **Claim** for which any other insurer has a duty to defend.
- N. **“Managers”** means all persons who were, now are, or shall be managers, managing members, members of the board of managers, managing partners, general partners of a limited partnership (including the board of directors of any such general partner that is a corporation) or equivalent executives of any **Insured Organization**.
- O. **“Named Insured”** means the entity designated in Item 1. of the Declarations.
- P. **“Optional Extension Period”** means the period described in Clause XII. of this Policy.
- Q. **“Policy Period”** means the period from the effective date and hour of this Policy to the Policy expiration date and hour as set forth in Item 2. of the Declarations, or its earlier termination, if any.
- R. **“Safeguard Costs”** means any reasonable and necessary costs charged by a **Safeguard Service Provider** on behalf of the **Insured Organization**, to which Underwriters consent in advance at their reasonable discretion, in providing **Safeguard Services**.
- S. **“Safeguard Service Provider”** means any service provider who is appointed at the sole discretion of Underwriters.
- T. **“Safeguard Services”** means any one or more of the following services that a **Safeguard Service Provider** provides to the **Insured Organization** which at the sole discretion of Underwriters are necessary to mitigate future or further harm to the **Insured Organization’s** reputation, or damages, judgments or settlements potentially covered by the Policy, resulting from a **Circumstance**:
1. crisis communications services;
 2. crisis management services;
 3. forensic and investigatory services;

4. legal services;
5. government relations services;
6. victim support service;
7. hotline services; or
8. any other services approved in advance by the Underwriters.

U. **“Sexual Misconduct and Molestation”** means any actual or alleged abuse, molestation, mistreatment or maltreatment of a sexual nature, including, but not limited to, any sexual involvement, sexual conduct or sexual contact, regardless of consent.

V. **“Subsidiary”** means:

1. any entity, while more than 50% of the outstanding voting shares representing the present right to vote for the election of such entity's directors are owned by the **Named Insured** directly or indirectly;
2. any limited liability corporation while the right to elect or otherwise appoint or designate more than 50% of such limited liability corporation's **Managers** is owned or controlled by the **Named Insured** directly or indirectly; or
3. any joint venture, which is a corporate entity, while the **Named Insured** has managerial control, or while the right to elect or otherwise appoint more than 50% of such entity's directors, trustees or other equivalent executive is owned or controlled by the **Named Insured** directly or indirectly

if such entity or corporation was so owned or controlled as of or prior to the inception date of this Policy.

W. **“Victim”** means any individual who alleges that he or she is the object of an act of **Sexual Misconduct and Molestation**.

X. **“Wrongful Act”** means:

1. any act of **Sexual Misconduct and Molestation**; or
2. negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of **Sexual Misconduct and Molestation**

by any of the **Insureds** whilst performing duties in relation to the **Insured Organization's** business against any one **Victim**.

IV. EXCLUSIONS

The Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from:

- A. any **Claim** by, on behalf of, or at the direction of any **Insured**;
- B. any **Claim** or **Circumstance** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any employment-related practice, policy, act or omission, even if an act of **Sexual Misconduct and Molestation** is involved;
- C. any **Claim** against any of the **Insured Persons** who personally committed, participated in, or assisted in any act of **Sexual Misconduct and Molestation**; provided, however, that this exclusion

shall not apply to any **Defence Costs** incurred by such **Insured Person** until such time as:

1. such **Insured Person** is judicially determined to have committed, participated in or assisted in such act of **Sexual Misconduct and Molestation**; or
 2. such **Insured Person** admits in any context to having committed, participated in or assisted in such act of **Sexual Misconduct and Molestation**;
- D. any **Claim** or **Circumstance** if, prior to the date of the **Wrongful Act** giving rise to such **Claim** or **Circumstance**, any of **Insureds** were aware of any allegation or complaint of any act of **Sexual Misconduct and Molestation** being made against the same **Insured Person** as accused in such **Claim** or **Circumstance**;
- E. any **Claim** or **Circumstance** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any demand, suit, or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to the Pending or Prior Litigation Date set forth in Item 9. of the Declarations, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;
 2. any **Wrongful Act** or any fact, circumstance, transaction or situation which has been the subject of any notice of a **Claim** or **Circumstance** given prior to the **Policy Period** under any other policy; or
 3. any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;
- F. any **Claim** or **Circumstance** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving the liability of others assumed by an **Insured** under any contract or agreement, oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement;
- G. any **Claim** or **Circumstance** against any of the **Insured Persons** of any **Subsidiary** or such **Subsidiary** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or subsequent to the date such entity ceased to be a **Subsidiary**; or
 2. any **Wrongful Act** occurring while such entity was a **Subsidiary** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary**, would constitute **Interrelated Wrongful Acts**; or
- H. any **Claim** or **Circumstance** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any act of **Sexual Misconduct or Molestation** actually or allegedly committed prior to the Retroactive Date set forth in Item 8. of the Declarations, or
 2. any other **Wrongful Act** committed on or subsequent to the Retroactive Date set forth in Item 8. of the Declarations which, together with an act of **Sexual Misconduct or Molestation** committed prior to such date, would constitute **Interrelated Wrongful Acts**.

V. LIMITS OF LIABILITY

A. Limit(s) of Liability

The amount shown at Item 3.a) in the Declarations is the most Underwriters will pay for **Loss** resulting from all **Claims** first made during the **Policy Period** for **Wrongful Acts** against any one **Victim**, regardless of the number of acts of **Sexual Misconduct and Molestation** against any one **Victim**, the number of individuals participating in acts of **Sexual Misconduct and Molestation** against any one **Victim** and the number of **Claims**.

The amount shown at Item 3.b) in the Declarations is the most Underwriters will pay for the combined total of all **Claims** first made during the **Policy Period** for **Loss** that results from all **Wrongful Acts** against all **Victims**.

The sub-limit amount shown at Item 3.c) in the Declarations is the most Underwriters will pay for all **Safeguard Costs** resulting from the combined total of all **Circumstances** reported during the **Policy Period**. Such sub-limit amount shall be part of, and not in addition to, the amount shown at Item 3.b) in the Declarations.

B. The payment of **Defence Costs** by Underwriters reduces the Limit of Liability.

C. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times:

1. the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made; or
2. the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause IX.B.

D. If the aggregate Limit of Liability is exhausted, Underwriters' obligations under this Policy shall be completely fulfilled, extinguished and there is no further obligation under this Policy.

VI. RETENTION

Underwriters shall be liable for only that part of **Loss** arising from a **Claim** for a **Wrongful Act** against any one **Victim** which is excess of the Retention set forth in Item 4. of the Declarations, and such Retention shall be borne by the **Insureds** uninsured and at their own risk. Any payments made to satisfy the retention or deductible under another policy of insurance shall not satisfy or apply towards the Retention, or any portion thereof, under this Policy.

VII. SETTLEMENT AND DEFENCE

A. Underwriters shall have the right and duty to defend any **Claim**, including the right to select defence counsel, even if any of the allegations are groundless, false or fraudulent; provided, however, that Underwriters shall not be obligated to defend or to continue to defend any **Claim** after the Limit of Liability set forth in Item 3. of the Declarations has been exhausted.

B. The **Insureds** shall cooperate with Underwriters and, upon Underwriters' request, shall promptly provide to Underwriters any information or documents the Underwriters reasonably require for the purpose of determining the Underwriters' coverage positions with respect to a **Claim** or **Circumstance**. The Insureds shall also assist in the investigation, settlement and defence of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may

be liable to the **Insureds**, and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

- C. The **Insureds** shall not settle any **Claim**, incur any **Defence Costs**, admit or assume any liability, stipulate to any judgment or otherwise assume any contractual obligation without Underwriters' prior written consent, which shall not be unreasonably withheld. Underwriters shall not be liable for any settlement, **Defence Costs**, assumed obligation, admission or stipulated judgment to which it has not consented or which the **Insureds** are not legally obligated to pay as a result of a **Claim** for a **Wrongful Act**.
- D. Underwriters may, with the consent of the **Insureds**, settle or compromise any **Claim** as they deem expedient. If the **Insureds** withhold consent to a settlement or compromise of a **Claim** acceptable to the claimant and Underwriters, then Underwriters will have no further duty under the Policy to defend the **Insureds** or to pay any **Defence Costs** in respect of that **Claim**, and Underwriters' liability for such **Claim** shall not exceed the lesser of the applicable limit of liability or the combined amounts for which the **Claim** could have been settled or compromised and of **Defence Costs** incurred as of the date such settlement or compromise was proposed to the **Insureds**.

VIII. ADJUSTMENT

This Policy is issued and the premium computed on the basis of the information submitted to Underwriters as part of the **Application**. In the event the **Named Insured**, after the inception date of this Policy:

- A. merges with another entity such that the **Named Insured** is the surviving entity, or
- B. acquires assets of another entity or acquires a **Subsidiary** whose employees exceed 10% of the total number of employees of the **Insured Organization** at the time of acquisition,

coverage shall be afforded for a period of sixty (60) days for any **Loss** in any way involving the assets acquired or the assets, liabilities, directors, officers or employees of the entity acquired or merged with, or such **Subsidiary**, provided all employees of the entity acquired or merged with or such **Subsidiary** have successfully completed both a criminal background and abuse registry check prior to the time of such merger or acquisition. Coverage beyond such sixty (60) day period shall only be available if written notice of such transaction or event is given to Underwriters by the **Named Insured**; the **Named Insured** provides Underwriters with such information in connection therewith as Underwriters may deem necessary; the **Insureds** accept any special terms, conditions, exclusions or additional premium charge as may be required by Underwriters; and Underwriters, at their sole discretion, agree to provide such coverage.

IX. NOTIFICATION

- A. In the event any **Executive Officer** becomes aware that a **Claim** has been made against any of the **Insureds**, the **Insureds** shall, as a condition precedent to their rights to payment under this Policy, give to Underwriters notice in writing of such **Claim** as soon as practicable but in no event later than thirty (30) days after the date the **Claim** is first made against such **Insureds**.
- B. If during the **Policy Period**, the **Insureds** first become aware of a **Circumstance** and if the **Insureds** during the **Policy Period**, give written notice to Underwriters of:
 - 1. the **Circumstance**;
 - 2. the consequences which have resulted or may result from such **Circumstance**; and
 - 3. details of how the **Insureds** first became aware of such **Circumstance**,

then any **Claim** made subsequently arising out of such **Circumstance** shall be deemed for the purposes of this Policy to have been made at the time such notice was first given.

Underwriters shall have no obligation to cover any amounts, including any legal fees or expenses, incurred prior to the time such **Circumstance** results in a **Claim**, other than any **Safeguard Costs**.

- C. Notice to Underwriters provided for in Clause IX.A. and B. shall be given to the firm shown in Item 7. of the Declarations. All notices under any provision of this Policy must be made in writing. Notices given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee.

X. GENERAL CONDITIONS

A. Representations.

By acceptance of this Policy, the **Insureds** agree:

1. that the statements in the **Application** are their representations, and that this Policy is issued in reliance upon the truth of such representations; and
2. that in the event that the **Application** contains misrepresentations made with the actual intent to deceive, or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by Underwriters under this Policy, this Policy shall not afford any coverage with respect to:
 - (i) those **Insureds** who made or had knowledge of such misrepresentations; and
 - (ii) all **Insureds** if the individual(s) who executed the **Application** made or had knowledge of such misrepresentations.

Except as provided for in paragraph 2.(ii) above, no knowledge possessed by any **Insured** shall be imputed to any other **Insured**.

None of the foregoing provisions in Clause X.A. shall in any other way limit Underwriters' rights to void this Policy.

B. Run-Off

1. In the event any entity ceases to be a **Subsidiary** as defined herein after the inception date of this Policy, or of any policy issued by Underwriters of which this Policy is a renewal or replacement, this Policy, subject to its terms including without limitation Exclusion G. above, shall continue to apply to any of the **Insured Persons** who were covered under this Policy because of their service with such entity and to such **Subsidiary**.
2. In the event of a **Change of Control** after the inception date of this Policy or of any policy issued by Underwriters of which this Policy is a renewal or replacement, this Policy, subject to its terms, shall continue to apply to the **Insureds** but only with respect to any **Wrongful Act** committed or allegedly committed prior to the **Change of Control**.

C. Cancellation/Nonrenewal

1. By acceptance of this Policy, the **Insureds** hereby confer the exclusive power and authority to cancel this Policy on their behalf to the **Named Insured**. Such entity may cancel this Policy by surrender thereof to Underwriters, or by mailing to Underwriters written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.
2. Underwriters may cancel this Policy only for nonpayment of premium by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by Underwriters shall be equivalent to mailing.
3. If this Policy is cancelled pursuant to 1. hereinabove, Underwriters shall retain the customary short rate proportion of the premium hereon; provided no **Claims** and/or **Circumstances** have been reported to Underwriters. In the event any **Claims** and/or **Circumstances** have been reported to Underwriters, the premium shall be deemed fully earned. If this Policy is cancelled pursuant to 2. hereinabove, Underwriters shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by Underwriters shall not be a condition precedent to the effectiveness of cancellation.
4. Underwriters may nonrenew this Policy by mailing to the **Named Insured** written notice of nonrenewal not less than sixty (60) days before the end of the **Policy Period**. The mailing of such notice shall be sufficient notice. Delivery of such written notice by Underwriters shall be equivalent to mailing.

XI. OTHER INSURANCE

This Policy shall apply in excess of any other existing valid and collectible policy, including any self-insured retention or deductible portion thereof, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy is written only as specific excess insurance over the Limits of Liability of this Policy.

XII. OPTIONAL EXTENSION PERIOD

- A. If this Policy is cancelled by the **Named Insured** or if Underwriters nonrenew this Policy, then the **Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 6.a) of the Declarations of the total annual premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made during the period of time set forth in Item 6.b) of the Declarations after the end of the **Policy Period**, but only with respect to any **Wrongful Act** committed before the effective date of cancellation or nonrenewal. In no event will this extension of coverage apply to any **Safeguard Costs**.
- B. As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to Underwriters, there shall be no right to purchase the **Optional Extension Period**.

- C. In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.
- D. The exercise of the **Optional Extension Period** shall not in any way increase the Limit of Liability of Underwriters.
- E. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause XII.

XIII. ASSISTANCE, COOPERATION AND SUBROGATION

The **Insureds** agree to provide Underwriters with such information, assistance and cooperation as Underwriters or their counsel may reasonably request for the purpose of determining the Underwriters' coverage positions with respect to a **Claim** or **Circumstance**, and they further agree that they shall not take any action which in any way increases Underwriters' exposure under this Policy.

In the event of any payment under this Policy, Underwriters shall be subrogated to the **Insureds'** rights of recovery against any person or entity. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents as are necessary to enable Underwriters effectively to bring suit in their name, and shall provide all other assistance and cooperation which Underwriters may reasonably require. In the event that Underwriters recover through subrogation any amounts in excess of the amount paid by Underwriters as **Loss** resulting from a **Claim**, the **Insureds** shall, as a condition precedent to receiving such excess amounts from Underwriters, reimburse Underwriters for the legal costs Underwriters reasonably incurred in such subrogation, in proportion to the Underwriters and **Insureds'** respective shares of the amounts recovered.

XIV. ACTION AGAINST UNDERWRITERS

No action shall lie against Underwriters unless, as a condition precedent thereto, the **Insureds** shall have fully complied with all of the terms of this Policy, and the amount of the **Insureds'** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and Underwriters. Nothing contained herein shall give any person or organization any right to join Underwriters as a party to any **Claim** against the **Insureds** to determine their liability, nor shall Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

XV. ENTIRE AGREEMENT

By acceptance of this Policy, the **Insureds** agree that this Policy embodies all agreements existing between them and Underwriters or any of their agents relating to this insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of Underwriters shall not effect a waiver or a change in any part of this Policy or estop Underwriters from asserting any right under the terms of this Policy, nor shall the terms be waived or changed except by written endorsement or rider issued by Underwriters to form a part of this Policy.

XVI. TERRITORY

This Policy shall apply to **Claims** made against the **Insureds** anywhere in the world.

XVII. VALUATION AND CURRENCY

All premiums, limits, Retentions, **Loss** and other amounts under this Policy are expressed and payable in the currency of Canada. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than Canadian dollars, payment under this Policy shall be

made in Canadian dollars at the rate of exchange published in the *Globe and Mail* on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due.

XVIII. BANKRUPTCY

Bankruptcy or insolvency of the **Insureds** shall not relieve Underwriters of their obligations nor deprive Underwriters of their rights or defences under this Policy.

XIX. AUTHORIZATION

By acceptance of this Policy, the **Named Insured** agrees to act on behalf of the **Insureds** with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements, and the **Insureds** agree that the **Named Insured** shall act on their behalf.

XX. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XXI. SERVICE OF SUIT

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, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

XXII. CHOICE OF LAW

Any dispute involving this Policy shall be resolved by applying the law of the province where the **Named Insured** is domiciled as designated in Item 1. of the Declarations.