

## **Farm Umbrella Liability Coverage Form**

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Various provisions in this Form restrict coverage. Read the entire Form carefully to determine rights, duties and what is and is not covered.

Words and phrases that appear in quotation marks have special meaning. Refer to SECTION 5. – Definitions.

### **INSURING AGREEMENTS**

#### **1. COVERAGE**

The Insurer hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the "Insured" all sums which the "Insured" becomes obligated to pay by reason of the liability:

- a. imposed upon the "Insured" by law; or
- b. assumed under contract or agreement by the "Named Insured" and/or any officer, director, stockholder, partner or "employee" of the "Named Insured", while acting in his or her capacity as such;

for "compensatory damages", as more fully defined by the term "Ultimate Net Loss" on account of:

- (1) "Bodily injury" or "property damage" caused by or arising out of each "occurrence" which takes place during the policy period happening anywhere in the world.

This insurance applies to "bodily injury" or "property damage" only if prior to the policy period, no "Insured" knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such "Insured" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "Insured" authorized by the "Named Insured" to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

"Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "Insured" authorized by the "Named Insured" to give or receive notice of an "occurrence" or claim:

- (a) Reports all or any part of the "bodily injury" or "property damage" to the Insurer or any other insurer;
- (b) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (c) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

"Compensatory damages" because of "bodily injury" including "compensatory damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

- (2) "Personal Injury" or "Advertising Injury" caused by or arising out of each occurrence which takes place during the policy period happening anywhere in the world.

**Automobile Insurance Coverage:** This insurance does not provide coverage for any liability arising out of, caused or in any way contributed to by the ownership use or operation of an "automobile" unless the Declarations denotes issuance to the "Named Insured": of S.P.F. No. 7 Supplementary Standard Excess Automobile coverage. If Family Protection Coverage is provided in the underlying automobile insurance(s), this form is extended to provide excess limits solely in accordance with the terms and conditions of the applicable Family Protection and Standard Policy Form in force. Any automobile insurance coverage provided by this insurance is governed by the terms, conditions, limitations and exclusions of the S.P.F. No. 7.

#### **2. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS**

With respect to any “occurrence” or offence, not covered by the underlying policy(ies) of insurance described in the Declarations, or any other underlying insurance collectible by an “Insured”, but covered by terms and conditions of this Form, except for the amount of the Retained Limit specified in the Declarations, the Insurer will, in addition to the amount of the “Ultimate Net Loss” payable:

- (1) have the right and duty to defend any “action” against an “Insured” seeking damages on account of “bodily injury”, “property damage”, “personal injury” or “advertising injury” even if such “action” is groundless, false, or fraudulent; and may make such investigation, negotiation and settlement of any claim or “action” as it deems expedient;

When the Insurer has no duty to defend, the Insurer will have the right to defend, or to participate in the defence of, the “Insured” against any other “action” seeking damages to which this insurance may apply. However, the Insurer will have no duty to defend the “Insured” against any “action” seeking damages for “bodily injury”, “property damage”, “personal injury” or “advertising injury” to which this insurance does not apply. At the Insurer’s discretion, the Insurer may investigate any “occurrence” or offence that may involve this insurance and settle any resultant claim or “action”, for which the Insurer has the duty to defend. But the Insurer’s right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this Form.

- (2) pay premiums on bonds to release attachments in any such “action” for an amount not in excess of the applicable limit of insurance of this Form and pay premiums on appeal bonds required in any such defended “action”, but without any obligation to apply for or furnish any such bonds;
- (3) pay all expenses incurred by the Insurer, all costs taxed against an “Insured” in any such “action” defended by the Insurer and any interest accruing upon that part of the judgment which is within the applicable limit of insurance and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance;
- (4) pay reasonable expenses incurred by an “Insured” at the Insurer’s request, to assist in the investigation or defense of the claim or “action”, including actual loss of earnings up to \$250.00 per day because of time off from work.

In jurisdictions where the Insurer may be prevented by law or otherwise from carrying out this agreement, the Insurer will pay any expense incurred with its written consent in accordance with this Agreement. The “Insured” will promptly reimburse the Insurer for any amount of “Ultimate Net Loss” paid on behalf of an “Insured” within the Retained Limit specified in the Declarations.

If the Insurer defends an “Insured” against an “action” and an indemnity of the “Insured” is also named as a party to the “action”, the Insurer will defend that indemnity if all of the following conditions are met:

- (1) The “action” against the indemnity seeks “compensatory damages” for which the “Insured” has assumed the liability of the indemnity in a contract or agreement;
- (2) This insurance applies to such liability assumed by the “Insured”;
- (3) The obligation to defend, or the cost of the defense of, that indemnity, has also been assumed by the “Insured” in the same contract or agreement referred to in (1) above;
- (4) The allegations in the “action” and the information the Insurer knows about the “occurrence” are such that no conflict appears to exist between the interests of the “Insured” and the interests of the indemnity;
- (5) The indemnity and the “Insured” ask the Insurer to conduct and control the defense of that indemnity against such “action” and agree that the Insurer can assign the same counsel to defend the “Insured” and the indemnity; and
- (6) The indemnity:
  - (a) Agrees in writing to:
    - (i) Cooperate with the Insurer in the investigation, settlement or defense of the “action”;
    - (ii) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the “action”;
    - (iii) Notify any other insurer whose coverage is available to the indemnity; and
    - (iv) Cooperate with the Insurer with respect to coordinating other applicable insurance available to the indemnity; and
  - (b) Provides the Insurer with written authorization to:

- (i) Obtain records and other information related to the "action"; and
- (ii) Conduct and control the defense of the indemnity in such "action".

So long as the above conditions are met, legal fees incurred by the Insurer in the defense of that indemnity, necessary litigation expenses incurred by the Insurer and necessary litigation expenses incurred by the indemnity at the Insurer's request will be paid as Supplementary Payments. Such payments will not be deemed to be "compensatory damages" for "bodily injury", "property damage", "personal injury" or "advertising injury" and will not reduce the Limits of Insurance.

The Insurer's obligation to defend an "Insured's" Indemnity and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) The Insurer has used up the applicable limit of insurance in the payment of judgments or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

### 3. LIMITS OF INSURANCE

- a. The Insurer will only be liable for the "Ultimate Net Loss" the excess of either:
  - (1) the limits of insurance as set out in the Schedule of Underlying Insurance specified in the Declarations and the amount recoverable under any other underlying insurances collectible by an "Insured"; or
  - (2) the Retained Limit stated in the Declarations in respect of each "occurrence" or offence to which no underlying insurance applies.
- b. The liability of the Insurer for "Ultimate Net Loss" under this Form:
  - (1) shall not exceed the Per Occurrence Limit of Insurance stated in the Declarations as a result of any one "occurrence" or offence; and
  - (2) subject to (1) above shall not exceed the Aggregate Limit of Insurance stated in the Declarations:
    - (a) as a result of all "occurrences" in any one policy period arising out of the "products-completed operations hazard"; or
    - (b) as a result of all "occurrences" or offences in any one policy period arising out of any coverage contained in any underlying insurance listed in the Schedule of Underlying Insurance specified in the Declarations if the underlying insurance coverage is subject to an aggregate Limit of Insurance. The aggregate limit under this Form applies separately to each underlying insurance coverage.

The limits of this Form apply separately to each consecutive policy 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.

In the event of reduction or exhaustion of the aggregate Limits of Insurance under the underlying insurance by reason of losses paid thereunder, this Form subject to all the terms, conditions and definitions hereof will:

- (1) in the event of reduction pay the excess of the reduced underlying limit; and
- (2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition of more than one "Insured" will not operate to increase the Limits of Insurance beyond those set forth in the Declarations.

### 4. EXCLUSIONS

- I. This insurance does not apply to:

- a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of an "Insured". This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Workers' Compensation And Similar Laws**

Any obligation of the "Insured" under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law provided, however, that this exclusion does not apply to liability of others assumed by the "Named Insured" under contract or agreement.

**c. Damage to Property**

"Property damage" to property owned by an "Insured".

**d. Damage to The Named Insured's Product**

"Property damage" to "the Named Insured's product" arising out of such products or any part of such products.

**e. Damage to The Named Insured's Work**

"Property damage" to "the Named Insured's work" arising out of it or any part of 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 the "Named Insured's" behalf by a subcontractor.

**f. Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) any defect, deficiency, inadequacy or dangerous condition in "the Named Insured's product" or "the Named Insured's work"; or
- (2) a delay or failure by the "Named Insured" or anyone acting on behalf of the "Named Insured" to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of the sudden and accidental physical injury to "the Named Insured's product" or "the Named Insured's work" after such product or work has been put to its intended use.

**g. Recall of Products, Work or Impaired Property**

Any loss, cost or expense incurred by the "Named Insured" or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "The Named Insured's product";
- (2) "The Named Insured's work"; or
- (3) "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.

**h. Personal Injury or Advertising Injury**

"Personal injury" or "advertising injury":

- (1) caused by or at the direction of the "Insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".
- (2) arising out of oral or written publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity.
- (3) arising out of oral or written publication of material whose first publication took place before the beginning of the "policy period".
- (4) arising out of a criminal act committed by or at the direction of the "Insured".
- (5) for which the "Insured" has assumed 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.

(6) arising out of a breach of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon breach of implied contract.

(7) arising out of the failure of goods, products or services to conform with advertised quality or performance.

(8) arising out of an incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

(9) arising out of the actual or alleged infringement of patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement of copyright, trade dress or slogan.

(10) committed by an "Insured" whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web-sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to

(a) False arrest, detention or imprisonment;

(b) Malicious prosecution;

(c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the "Named Insured" or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) arising out of an electronic chatroom or bulletin board the "Insured" hosts, owns, or over which the "Insured" exercises control.

(12) arising out of the unauthorized use of another's name or product in the "Named Insured's" e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

i. **Abuse**

(1) Claims or "actions" arising directly or indirectly from "abuse" committed or alleged to have been committed by an "Insured", including the transmission of disease arising out of any act of "abuse".

(2) Claims or "actions" based on the "Named Insured's" practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".

(3) Claims or "actions" alleging knowledge by an "Insured" of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

j. **Asbestos**

"Bodily injury", "property damage", "personal injury" or "advertising injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, 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 "bodily injury", "property damage", "personal injury" or "advertising injury".

k. **Fungi or Spores**

(1) "Bodily injury", "property damage", "personal injury" or "advertising injury" 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”;

- (2) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (1) above; or
- (3) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (1) or (2) above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “bodily injury”, “property damage”, “personal injury” or “advertising injury”.

This exclusion shall not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by the “Insured”.

#### l. **Nuclear Energy Liability**

- (1) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof.
- (2) “Bodily injury”, “property damage”, “personal injury” or “advertising injury” with respect to which an “Insured” under this Form 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.
- (3) “Bodily injury”, “property damage”, “personal injury” or “advertising injury” resulting directly or indirectly from the “nuclear energy hazard” arising from:

- (a) The ownership, maintenance, operation or use of a “nuclear facility” by or on behalf of an “Insured”;
- (b) 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”;
- (c) 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”.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “bodily injury”, “property damage”, “personal injury” or “advertising injury”.

#### m. **Pollution Liability**

- (1) “Bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”:
  - (a) Which occurred prior to the policy period shown in the Declarations;
  - (b) At, or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any “Insured”. However, this subparagraph does not apply to:
    - (i) “Bodily injury” if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests;
    - (ii) “Bodily injury” or “property damage” for which the “Named Insured” may be held liable, if the “Named Insured” is a contractor and the owner or lessee of such premises, site or location has been added to the “Named Insured’s” policy as an additional insured with respect to the “Named Insured’s” ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any “Insured”, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke, fumes from, or fire extinguishing substances used to fight, a "hostile fire";
- (c) 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;
- (d) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for:
  - (i) any "Insured"; or
  - (ii) any person or organization for whom the "Insured" may be legally responsible; or
- (e) 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 if the "pollutants" are brought on or to the premises, site, or location in connection with such operations by such "Insured", contractor, or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such "Insured", contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the "Named Insured" or on the "Named Insured's" behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke, fumes from, or fire extinguishing substances used to fight, a "hostile fire".
- (f) 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 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".
- (2) Any fines or penalties assessed against or imposed upon any "Insured" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants"
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement 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 effects of "pollutants"; or
  - (b) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, decontaminating, stabilizing, remediating, neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this Section (3) does not apply to liability for "compensatory damages" because of "property damage" that the "Insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

#### n. Professional Services

"Bodily injury" (other than "incidental medical malpractice injury") "property damage", "personal injury" or "advertising injury" due to the rendering of or failure to render by the "Named Insured" or on the "Named Insured's" behalf of any "professional services" for others, or any error or omission, malpractice or mistake in providing those services.

**o. Terrorism**

“Bodily injury”, “property damage”, “personal injury” or “advertising injury” arising directly or indirectly, in whole or in part, out of “terrorism” or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate “terrorism”. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “bodily injury”, “property damage”, “personal injury” or “advertising injury”.

**q. War Risks**

“Bodily injury”, “property damage”, “personal injury” or “advertising injury” arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “bodily injury”, “property damage”, “personal injury” or “advertising injury”.

**r. Property Owned by an Insured**

“Property damage” to property owned or leased by one “Insured” while used by or in the care, custody or control of any other “Insured”.

**s. Aircraft**

“Bodily injury” arising out of the ownership, maintenance, operation, use, loading or unloading of “aircraft” owned by an “Insured” except liability of the “Named Insured” for aircraft not owned by the “Named Insured”, nor for “bodily injury” to the “employee’s of the “Named Insured”, unless such liability is already excluded under Exclusion 4. I. b. above.

**t. Electronic Data**

“Compensatory damages” arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”.

**u. Seed Germination**

“Property damage” arising out of:

- (1) The failure of seed sold by the Insured to conform to the variety or quality specified by the Insured, or to be suitable for the purpose specified by the Insured; or
- (2) The failure of seed sold by the Insured to germinate.

**v. Transmissible Spongiform Encephalopathies (TSE)**

1. “Bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of, resulting from, caused or contributed to by:
  - a. Transmissible Spongiform Encephalopathies (hereinafter referred to as TSE);
  - b. Exposure to TSE; or
  - c. Exposure to any item that is known or suspected to cause, contribute to or enable TSE;
2. The costs of abatement, mitigation, removal or disposal of feed, feed additives or animals, or of any premises or equipment handling such items, as a result of any known or suspected connection between such items and TSE; or
3. Any costs related to a person’s abatement, mitigation or removal of, or testing, medical monitoring, medical costs or cure for TSE.



This exclusion also includes;

- a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

II. This insurance will not apply, except insofar as coverage is available to an “Insured” in underlying insurance as set out in the Declarations and then not for broader coverage than is afforded by such insurance:

a. **Watercraft**

- (1) to “bodily injury” or “property damage” arising out of the ownership, operation, use, loading or unloading of, maintenance or entrustment to others by, or on behalf of, any “Insured” of any watercraft, if the “occurrence” takes place away from premises owned, rented or controlled by the “Named Insured”;

However, this exclusion will not apply:

- (i) If such watercraft is loaned or rented to or hired with crew by or on behalf of the “Named Insured”, nor
- (ii) for “bodily injury” to the “employees” of the “Named Insured”, unless such liability is already excluded under exclusion 4. I. b. above;
- (2) to any “employee” with respect to injury to or the death of another “employee” of the same employer injured in the course of such employment.

## 5. DEFINITIONS

- a. **“Abuse”** means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.
- b. **“Action”** means a civil proceeding in which “compensatory damages” because of “bodily injury”, “property damage”, “personal injury” or “advertising injury” to which this insurance applies are alleged. “Action” includes:
  - (1) An arbitration proceeding in which such “compensatory damages” are claimed and to which the “Insured” must submit or does submit with the Insurer’s consent; or
  - (2) Any other alternative dispute resolution proceeding in which such “compensatory damages” are claimed and to which the “Insured” submits with the Insurer’s consent.
- c. **“Advertising injury”** means injury, other than “bodily injury”, “property damage” or “personal injury” arising out of one or more of the following offences:
  - (1) oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services; or
  - (2) oral or written publication of material that violates a person’s right of privacy; or
  - (3) misappropriation of advertising ideas or style of doing business; or
  - (4) infringement of copyright, trade dress or slogan
- d. **“Aircraft”** means any heavier-than-air or lighter-than-air aircraft designed to transport persons or property, including air cushion vehicles.
- e. **“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.
- f. **“Bodily Injury”** means bodily injury, mental injury, mental shock, sickness, disease or disability, including death resulting therefrom.

- g. **"Compensatory damages"** means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
- h. **"Electronic Data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- i. **"Employee"** includes a "leased worker" and a "temporary worker"
- j. **"Farming"** means ownership, maintenance or use of premises for the production of crops or the raising or care of livestock, including all necessary operations. Farming also includes the operation of roadside stands and farm markets maintained principally for the sale of the Insured's farm products.
- k. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
- l. **"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.
- m. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
- n. **"Impaired property"** means tangible property, other than "the Named Insured's product" or "the Named Insured's work" that cannot be used or is less useful because:
  - (1) it incorporates "the Named Insured's product" or "the Named Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - (2) the "Named Insured" has failed to fulfill the terms of a contract or agreement;
    - if such property can be restored to use by:
      - (a) the repair, replacement, adjustment or removal of "the Named Insured's product" or "the Named Insured's work"; or
      - (b) the "Named Insured's" fulfilling the terms of the contract or agreement;
- o. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of or failure to render, during the policy period, the following services:
  - (1) Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
  - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances,
 by any "Insured" or any indemnity causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in (1) or (2) above.
- p. **"Leased worker"** means a person leased to the Named Insured by a labour leasing firm under an agreement between the Named Insured and the labour leasing firm, to perform duties related to the conduct of the Named Insured's business. "Leased worker" does not include a "temporary worker".
- q. **"Named Insured" and "Insured"**

The words "Named Insured", means the person or organization stated in the Declarations and includes:

  - (1) any subsidiary company of the Named Insured now existing or hereinafter acquired;
  - (2) any other company the control and management of which is now held or hereafter acquired by the Named Insured;

provided under (1) with respect to any subsidiary hereafter acquired and under (2) with respect to any other company the control and management which is hereafter acquired:

  - (a) this insurance will apply only for the first 90 days following date of such acquisition unless the Named Insured reports such acquisition to the Insurer and appropriate endorsement is issued to form a part hereof.
  - (b) this insurance does not apply to "bodily injury" or "property damage" that occurred before the Named Insured acquired the organization.

(c) this insurance does not apply to “personal injury” or “advertising injury” arising out of an offence committed before the Named Insured acquired the organization.

The unqualified word “Insured”, wherever used in this form, includes not only the “Named Insured” but also:

- (1) any officer, director, stockholder, partner, member or “employee” of the “Named Insured”, but only with respect to their duties as such, and any person or organization acting as real estate manager for the “Named Insured”;
- (2) any person, organization, trustee or estate to whom the “Named Insured” is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this form, but only to the extent of such obligation, and only with respect to operations by or on behalf of the “Named Insured” or to facilities owned or used by the “Named Insured”;
- (3) any additional Insured (not being the “Named Insured” under this form) included in the underlying insurances, subject to the provisions in sub-division (2) above; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in the Schedule of Underlying Insurance specified in the Declarations;
- (4) with respect to any “aircraft” hired with crew for use on behalf of the “Named Insured”, any person while using such “aircraft” and any person or organization legally responsible for the use thereof, provided that the actual use of the “aircraft” is with the permission of the “Named Insured”. The insurance extended by this subdivision (4), with respect to any person or organization other than the “Named Insured”, will not apply:

(a) to any manufacturer of “aircraft” engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective “employees” or agents with respect to any “occurrence” arising out of such operations;

(b) with respect to any hired “aircraft”, to the owner of the aircraft or any “employee” of such owner.

This sub-division (4) will not apply if it restricts the insurance granted under sub-division (3) above.

- (5) if the “Named Insured” is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to its liability as such.

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the conduct of any partnership or joint venture of which the “insured” is a partner or member and which is not designated in Declarations as a “Named Insured”.

r. **“The Named Insured’s product”** means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) The “Named Insured”
  - (b) Others trading under the “Named Insured’s” name; or
  - (c) A person or organization whose business or assets the “Named Insured” has acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

“The Named Insured’s 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 (1) and (2) above and the providing or failure to provide warnings or instructions.

“The Named Insured’s product” does not include vending machines or other property rented to or located for the use of others but not sold.

s. **“The Named Insured’s work”** means:

- (1) Work or operations performed by the “Named Insured” or on the “Named Insured’s” behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

“The Named Insured’s 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 (1) or (2) above and the providing or failure to provide warnings or instructions.

t. **“Nuclear energy hazard”** means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.

u. **“Nuclear facility” means:**

- (1) 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;
- (2) 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 packaging waste;
- (3) 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;
- (4) 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.

v. **“Occurrence”** means an accident, a happening, an event or continuous or repeated exposure to conditions which unexpectedly and unintentionally result in “bodily injury” or “property damage” during the policy period. All such exposure to substantially the same general harmful conditions will be deemed one “occurrence”.

w. **“Personal Injury”** means injury, other than “bodily injury”, “property damage” or “advertising injury” arising out of one or more of the following offences:

- (1) false arrest, detention, or imprisonment;
- (2) malicious prosecution;
- (3) discrimination (unless such coverage is prohibited by law) or humiliation;
- (4) the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
- (5) oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services; or
- (6) oral or written publication, in any manner, of material that violates a person’s right of privacy;

x. **“Pollutants”** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

y. **“Products-completed operations hazard”** includes all “bodily injury” and “property damage” occurring away from premises the “Named Insured” owns or rents and arising out of “the Named Insured’s product” or “the Named Insured’s work” except:

- (1) Products that are still in the “Named Insured’s” physical possession; or
- (2) Work that has not yet been completed or abandoned. However, “the Named Insured’s work” will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in the “Name Insured’s” contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if the “Named Insured’s” contract calls for work at more than one job site.
  - (c) 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.

- (3) Does not include “bodily injury” or “property damage” arising out of:
  - (a) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the “Named Insured”, and that condition was created by the “loading or unloading” of that vehicle by any “Insured”; or

(b) The existence of tools, uninstalled equipment or abandoned or unused materials.

z. **"Professional services"** shall include but not be limited to:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
- (2) Any professional service or treatment conducive to health;
- (3) Professional services of a pharmacist;
- (4) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- (5) The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
- (6) Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropractic, hearing aid, optical or optometrical services or treatments;
- (7) The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- (8) Supervisory, inspection, architectural, design or engineering services;
- (9) Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
- (10) Any computer programming or re-programming, consulting, advisory or related services; or
- (11) Claim, investigation, adjustment, appraisal, survey or audit services.

aa. **"Property damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

- bb. **"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 any nuclear liability act, law or statute, or any 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;
- cc. **"Residence employee"** means an employee of any Insured whose duties are exclusively in connection with the maintenance or use of the residence premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any Insured's business pursuits or farming operations.
- dd. **"Spores"** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
- ee. **"Temporary worker"** means a person who is furnished to the Named Insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- ff. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
- gg. **"Volunteer worker"** means a person who is not the Named Insured's "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by the Named Insured, and is not paid a fee, salary or other compensation by the Named Insured or anyone else for their work performed for the Named Insured.
- hh. **"Ultimate Net Loss"** means the sum actually paid or payable in cash in settlement or satisfaction of claims for "bodily injury", "property damage", "personal injury" or "advertising injury" for which the "Insured" is liable either by adjudication or compromise with the written consent of the Insurer, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including solicitor's fees, court costs and interest on

any judgement or award, except pre-judgment interest forming part of damages) and all salaries of "employees" and office expenses of an "Insured", the Insurer or any underlying Insurer so incurred.

This Form does not insure defense, investigation or legal expenses covered by underlying insurance except as stated in Insuring Agreement 2. Defense, Settlement and Supplementary Payments.

## 6. CONDITIONS

### a. Premium Audit

The premium for this insurance will be computed on the basis set forth in the Declarations. At the end of each policy period the earned premium will be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the "Named Insured" will immediately pay the excess to the Insurer. If less, the Insurer will return the difference to the "Named Insured"; but the Insurer will receive and retain the annual minimum premium for each policy period.

### b. Additional Insured

In the event of additional "Insureds" being added to the coverage under the underlying insurance during currency hereof prompt notice will be given to the Insurer who will be entitled to charge an appropriate additional premium hereon.

### c. Prior Insurance and Non-Accumulation of Liability

It is agreed that if any loss covered by this Form is also covered in whole or in part under any other excess policy issued to an "Insured" prior to the inception date of this insurance the Limit of Insurance as stated in the Declarations will be excess of any amounts due to the "Insured" on account of such loss under such prior insurance.

### d. Inspection and Audit

The Insurer will be permitted but not obligated to inspect an "Insured's" property and operations but neither the Insurer's right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of an "Insured" or others, to determine or warrant that such property or operations are safe.

The Insurer may examine and audit an "Insured's" books and records at any time during the policy period and extensions thereof and within three years after the final termination of this insurance, as far as they relate to the subject matter of this insurance.

### e. Cross Liability

In the event of claims being made by reason of "bodily injury", "property damage", "personal injury" or "advertising injury" suffered by one "Insured" for which another "Insured" herein is or may be liable, this insurance will cover such "Insured" against whom a claim is made or may be made in the same manner as if separate policies had been issued to each "Insured". Nothing contained herein will operate to increase the Insurer's limit of insurance as set forth in Insuring Agreement 3.

### f. Notice of Occurrence or Offence

Whenever it appears that an "occurrence" or offence covered under this Form is likely to involve the Insurer, written notice will be sent to the Insurer as soon as practicable. Such notice will contain particulars sufficient to identify the "Insured" and also reasonable obtainable information respecting the time, place and circumstances of the "occurrence" or offence.

Notice of an "occurrence" or offence is not notice of a claim. The "Insured" shall give notice of any claim made because of an "occurrence" or offence and immediately record the specifics of such claim and the date received. If legal proceedings are instituted, the "Insured" when requested by the Insurer, shall forward to it each document in connection with the proceedings or a copy thereof, received by the "Insured" or the "Insured's" representatives. The Insurer shall also have the right to request from the "Insured", and the "Insured" shall furnish to the Insurer copies of reports of any investigations conducted by the "Insured" relative to such claims or "actions".

### g. Assistance and Co-operation

Except as provided in Insuring Agreement 2, the Insurer shall not be called upon to assume charge of the settlement or defense of any claim made, "action" or proceeding instituted against an "Insured"; but the Insurer will have the right and will be given the opportunity to associate with an "Insured" in the defense and control of any claim, "action" or proceeding reasonably likely to involve the Insurer. In such event the "Insured" and the Insurer will co-operate fully.

**h. Right of Insurer to Appeal**

In the event an "Insured" or an "Insured's" underlying Insurer elect not to appeal a judgement in excess of the underlying limits, the Insurer may elect to make such appeal at its own cost and expense, and will be liable for the taxable costs and disbursements and interest incidental thereto, but in no event will the liability of the Insurer for "Ultimate Net Loss" exceed the amount set forth in Insuring Agreement 3 for any one "occurrence" or offence and in addition the cost and expense of such appeal.

**i. Action Against Insurer**

No "action" will lie against the Insurer with respect to any one "occurrence" or offence unless as a condition precedent thereto an "Insured" will have fully complied with all the terms of this Form nor until the amount of an "Insured's" obligation to pay an amount of "Ultimate Net Loss" in excess of the underlying insurance or Retained Limit will 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. The "Insured" will make a definite claim for any loss for which the Insurer may be liable within twelve (12) months after such final determination. Claim for any subsequent payments made by an "Insured" on account of the same "occurrence" or offence will be similarly made. All losses covered by this Form will be due and payable within, thirty (30) days after they are respectively claimed and proven in conformity with this Form.

**j. Insolvency**

Insolvency, bankruptcy or receivership of, or any refusal or inability to pay by the "Insured" and/or any Insurer will not operate to:

- (1) deplete the Retained Limit set out in the Declarations;
- (2) deplete the underlying amount(s) set out in the Schedule of Underlying Insurance specified in the Declarations;
- (3) increase the Limits of Insurance set out in the Declarations;

In no event will the Insurer assume the responsibility and/or obligations of an "Insured" and/or any other Insurer.

**k. Other Insurance**

If other valid and collectible insurance with any other Insurer is available to an "Insured" covering a loss also covered hereunder, other than insurance that is specifically stated to be in excess of this Form, the insurance afforded by this Form will be in excess of and will not contribute with such other insurance. Nothing herein will be construed to make this insurance subject to the terms, conditions and limitations of other insurance.

**l. Subrogation**

In as much as insurance under this Form is excess coverage, an "Insured's" right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. It is, therefore, understood and agreed that in case of any payment hereunder, the Insurer will act in concert with all other interests (including the "Insured") concerned, in the exercise of such rights of recovery.

The apportioning of any amounts which may be so recovered will follow the principle that any interests (including the "Insured") that will have paid any amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the Insurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the "Insured") of whom this coverage is in excess are entitled to claim the residue, if any.

Expenses necessary to the recovery of any such amounts will be apportioned between the interest (including the "Insured") concerned, in the ratio of their respective recoveries as finally settled.

**m. Changes**

Notice to or knowledge possessed by any person will not effect a waiver or change in any part of this insurance or estop the Insurer from asserting any right under the terms of this Form; nor will the terms of this Form be waived or changed, except by endorsement issued to and forming a part of this Form and signed by the Insurer.

**n. Assignment**

Assignment of interest under this Form will not bind the Insurer until its consent is evidenced by an endorsement to this Form. If, however, the "Named Insured" will die or be adjudged bankrupt or insolvent, this insurance, unless cancelled, will cover the "Insured's" legal representative as the "Named Insured" for the unexpired portion of such period, but only while acting within the scope of his or her duties as such.

**o. Termination**

- (1) The first "Named Insured" shown in the Declarations may terminate this policy by mailing or delivering to the Insurer advance written notice of termination.
- (2) The Insurer may terminate this policy by mailing or delivering to the first "Named Insured" written notice of termination at least:
  - (a) 15 days before the effective date of termination if the Insurer terminates for non-payment of premium; or
  - (b) 30 days before the effective date of termination if the Insurer terminates for any other reason.

Except in Quebec, if notice is mailed, termination takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, termination takes effect either 15 or 30 days after receipt of the notice at the last known address of the first "Named Insured", depending upon the reason for termination.

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

**p. Maintenance of Underlying Insurance**

Each policy referred to in the Schedule of Underlying Insurance, including renewal or replacement policies not more restrictive, will be maintained without alteration of terms or conditions in full effect during this policy period, except for any reduction of the aggregate limits of each policy solely by payment of losses during this policy period. Failure of the "Named Insured" to comply with the foregoing will not invalidate insurance coverage available under this Form, but in the event of such failure the Insurer will be liable under this Form only to the extent that it would have been liable had the "Named Insured" so maintained such policy or policies.

**q. Canadian Currency Clause**

All limits of insurance, premiums and other amounts as expressed in this Form are in Canadian currency.

**r. Sole Agent**

The "Named Insured" first shown in the Declarations is authorized to act on behalf of all "Insureds" with respect to giving or receiving notice of cancellation, receiving refunds, and agreeing to any changes in this Form.

**s. Premiums**

The first "Named Insured" shown in the Declarations:

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums the Insurer pays.



IMPORTANT

The notice below applies to insurance contracts containing non-automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the various Provincial Regulators/Superintendents of Insurance.

NOTICE TO INSURED

Pursuant to the

PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENT ACT, S.C. 2000, c.5.

LEGAL AUTHORITY FOR COLLECTION.

PRINCIPAL PURPOSE FOR WHICH PERSONAL INFORMATION IS INTENDED TO BE USED:

Information collected by Insurers from Insured's or supplied to Insurers pertaining to the attached document will be used:

- to compile aggregate statistical data to be used to monitor trends in the insurance industry;
- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to the various Provincial Regulator/Superintendents of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

QUESTIONS RELATING TO THE COLLECTION MAY BE ADDRESSED TO EITHER:

Intact Insurance Company

Privacy Officer

181 University Avenue, 7<sup>th</sup> Floor

Toronto, Ontario,

M5H 3M7

Telephone No.1-866-941-5094

OR

Provincial Regulator or Superintendent of Insurance in your Province.