



## Commercial Insurance – DECLARATIONS Renewal

Policy Number COM 800530326

Print Date 29 Jul 2015

### Coverage Summary for Commercial General Liability

**Business of Insured**  
BUSINESS ASSOCIATION

| Form Number | Coverage   | Amount or Limit of Insurance (\$) | Deductible (\$) | Premium (\$) |
|-------------|--|-----------------------------------|-----------------|--------------|
| 57300       | <b>Commercial General Liability Form</b>   |                                   |                 |              |
|             | Coverage A Bodily Injury and Property Damage Liability (\$ per Occurrence)               | 5,000,000                         | 1,000           | INCLUDED     |
|             | Products and Completed Operations Aggregate  | 5,000,000                         |                 |              |
|             | Coverage B Personal and Advertising Injury Liability (\$ any one person or organization) | 5,000,000                         |                 |              |
|             | Coverage C Medical Payments (\$ any one person)  | 10,000                            |                 |              |
|             | Coverage D Tenants' Legal Liability (\$ any one premises)                                | 500,000                           | 1,000           |              |
|             | General Aggregate  | 5,000,000                         |                 |              |
| A0073       | General Insurance Agreement and Conditions Applicable to This Policy                     |                                   |                 |              |
| 57104       | Employers' Liability Extension   | 1,000,000                         | 1,000           |              |
|             | <b>Employee Type</b><br>Office employees only  |                                   |                 |              |
| 57105       | Voluntary Compensation (Employers' Liability) Extension                                  | 100                               |                 |              |
|             | <b>Coverage is afforded to</b><br>Office employees only                                  |                                   |                 |              |
| 57123       | Employee Benefits - Errors and Omissions Insurance Extension Aggregate                   | 1,000,000<br>1,000,000            | 1,000           |              |
| 57137       | Elevator Collision Insurance   | 10,000                            |                 |              |
| 58000       | <b>S.P.F. No. 6 Standard Non-Owned</b><br>Non-owned Auto                                 | 5,000,000                         |                 | INCLUDED     |
| 58100       | S.E.F. No. 99 Excluding Long Term Leased Vehicle Endorsement                             |                                   |                 |              |
| 58102       | S.E.F. No. 96 Contractual Liability Endorsement  |                                   |                 |              |

# Employee Benefits - Errors and Omissions Insurance Extension

57123 (Rev. 15Feb07)

Attached to and forming part of the Commercial General Liability Form.

This is a Claims Made form - read it carefully.

This insurance is extended as follows:

## Section I - Coverage

### Insuring Agreement

We will pay those sums which the insured shall become legally obligated to pay on account of any claim or "action" made against the insured by an "employee", former "employee" or the beneficiaries or legal representatives thereof and reported to us during the "policy period" and caused by any negligent act, error or omission of the insured, or any other person for whose acts the insured is legally liable, in the "administration" of your "employee benefits" programs as defined herein.

We have the right and duty to defend any claim or "action" seeking those sums. But, our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

## Section II - Exclusions

1. Insurance provided by this Extension does not apply to:

- (a) Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;
- (b) "Bodily injury", "property damage" or "personal and advertising injury";
- (c) Failure of performance of contract by an insurer, or any other party, including any insured, obligated to afford the "employee benefits";
- (d) Failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits;
- (e) Any claim based upon:
  - (i) Failure of stock, bonds, or other securities to perform as represented by any insured, including but not limited to their failure to produce financial gain, profit or growth; or
  - (ii) Advice given by any insured to an employee to participate or not to participate in stock subscription plans;
- (f) Failure to comply with the requirements of any statute or common law rule which imposes fiduciary duties and responsibilities with respect to an employee benefit program; or
- (g) Any resident employee of the United States of America, including any of its territories or possessions.

## Section III - Deductible

In the event of a claim under this Extension, the deductible amount as shown on the "Coverage Summary" under this endorsement shall apply.

## Section IV - "Policy Period" and Territory

This Extension applies only to claims or "actions" resulting from negligent acts, errors or omissions of the insured, or any other person for whose acts the insured is legally liable in the "administration" of "employee benefits" programs occurring within Canada, provided such claim is brought against you and reported to us during the "policy period" and at the effective date of this Policy, you had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or "action".

## Section V - Limits of Insurance

The limit of insurance for this Extension as shown on the "Coverage Summary" under this endorsement, shall be in addition to the Commercial General Liability limits of insurance shown on the "Coverage Summary" or in any amending forms. The limit of insurance for this Extension is the most we will pay in the "policy period".

## Section VI - Notice of Claim(s)

When the insured becomes aware of any negligent act, error, mistake or omission, the insured (or someone on the insured's behalf) shall give written notice thereof to us or any of our authorized agents or brokers as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the negligent act, error, mistake or omission.

If a claim or "action" is brought against the insured, the insured shall immediately forward to us every demand, notice, summons, or other process received by the insured or the insured's representative.

## Section VII - Additional Definitions

Whenever used in this Extension (including endorsements or other forms attached to and forming part hereof):

## **Section VII - Additional Definitions (continued)**

1. **"Employee benefits"** means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, social security and disability benefits.
2. **"Policy period"** means the period of one year following the effective date of this Form or any renewal date thereof, or any lesser period of the time between the effective date or renewal date and the termination of this Form if less than one year.
3. **"Administration"** means:
  - (a) Giving counsel to employees with respect to the "employee benefits" programs;
  - (b) Interpreting the "employee benefits" programs;
  - (c) Handling of records in connection with the "employee benefits" programs; or
  - (d) Effecting enrollment, termination or cancellation of employees under the "employee benefits" programs;provided all such acts are authorized by you.

Except as otherwise provided in this Extension, all terms, provisions and conditions of the Commercial General Liability Form shall have full force and effect.