



# **COMMERCIAL GENERAL LIABILITY POLICY**

**For**

**Strobel Energy Group Canada Ltd.**

8506 100 Avenue

Fort Saskatchewan, Alberta T8L 3B5

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**Liability Policy No. 8843723**

**ZURICH INSURANCE COMPANY LTD**

For the purpose of the Insurance Companies Act (Canada), the document was issued in the course of Zurich Insurance Company Ltd (Canadian Branch) insurance business in Canada.

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## 1 DECLARATIONS PAGE

<b>1.1 Policy Number</b>	8843723		
<b>1.2 First Named Insured</b>	Strobel Energy Group Canada Ltd. 8506 100 Avenue Fort Saskatchewan, Alberta T8L 3B5		
<b>1.3 Named Insureds</b>	Strobel Energy Group Canada Ltd.		
<b>1.4 Business Description</b>	Heavy Construction		
<b>1.5 Limits of Insurance</b>	\$	1,321,600	Per occurrence for Bodily Injury / Property Damage Liability
			The following extensions are subject to the limits per occurrence listed below:
	\$	2,500	5.3 Medical Payments
	\$	1,321,600	5.4 Tenant's Legal Liability
	\$	1,321,600	5.5 Advertising Injury
	\$	1,321,600	5.6 Employee Benefits
	\$	1,321,600	5.7 Employers Liability
	\$	1,321,600	5.8 Personal Injury Liability
	\$	500,000	5.9 Firefighting Expenses
<b>1.6 Aggregate Limits of Insurance</b>	\$	2,643,200	Products/Completed Operations Hazard
	\$	2,643,200	General Aggregate other than Products/Completed Operations Hazard
	\$	1,321,600	Employee Benefits
<b>1.7 Deductible per Occurrence</b>	\$	0	Bodily Injury/Property Damage combined
			The following deductibles apply with respect to the extensions listed below:
	\$	1,322	5.6 Employee Benefits
<b>1.8 Coverage Territory</b>	Worldwide as per section 3.3		

- 1.9 Period of Insurance**
- Inception: 01 November 2019
- Expiration: 01 November 2020  
At 12:01 a.m. Standard Time at the address of the First Named Insured
- 1.10 Premium**
- \$ 2,732 Flat Premium
- \$ 2,732 Minimum Premium (Retained)
- 1.11 Broker's Name and Address**
- BFL CANADA Insurance Services Inc.  
200, 1167 Kensington Cres. NW  
Calgary, Alberta T2N 1X7

**ZURICH** Insurance Company Ltd



\_\_\_\_\_  
Authorized Representative

Dated at Toronto, on 23 January 2020  
\_\_\_\_\_  
(Date)

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

The word **Zurich** refers to Zurich Insurance Company Ltd. The word **Insured** means any person or entity qualifying as such under section 4 "WHO IS AN INSURED".

Defined terms are shown in bold at the place in the policy where the term is defined; otherwise, they are capitalized.

## Privacy Statement

Personal information, including, but not limited to, name, address, date of birth, and medical information, is processed and stored by Zurich and its affiliates and authorized representatives, both in domestic and foreign jurisdictions for the purposes of securing and administering your insurance coverage(s). Please contact the Zurich Privacy Officer if you require further additional information regarding the collection, use, disclosure, processing and storage of your personal information via email at [privacy.zurich.canada@zurich.com](mailto:privacy.zurich.canada@zurich.com) or you can review our privacy statement at <https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement>.

Zurich is committed to protecting the privacy and confidentiality of information provided. Your personal information is secured in our offices or those of our administrator or agent. You may request to review your personal information and make corrections by writing to: Privacy Officer, Zurich Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9.

## 2 DEFINITIONS

Terms defined in the Definitions section or elsewhere in the policy, when used as a defined term (i.e., when shown in bold letters or capitalized), have a special meaning.

### 2.1 Action

**Action** means a civil proceeding in which compensatory damages because of **Bodily Injury, Property Damage or Personal Injury** to which this insurance applies are alleged. **Action** includes an arbitration proceeding alleging such compensatory damages to which an Insured must submit or submits with the Insurer's consent.

### 2.2 Administration

**Administration** means:

- a) giving counsel to employees with respect to the **Employee Benefits**;
- b) interpreting the **Employee Benefits**;
- c) handling of records in connection with the **Employee Benefits**;
- d) effecting enrollment, termination or cancellation of employees under the **Employee Benefits** performed by a person authorized by the Named Insured to do so.

### 2.3 Automobile

**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.

### 2.4 Bodily Injury

**Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

### 2.5 Data

**Data** means representations of information or concepts, in any form.

### 2.6 Employee Benefits

**Employee Benefits** means Group Life Insurance, Group Accident or Health Insurance, Profit Sharing Plans, Pension Plans, Worker's Compensation, Employment and Unemployment Insurance, Social Insurance and Social Security and Disability Benefits, Supplemental Unemployment Benefits, Liability Benefits Insurance, and any other similar Employee Benefits Programs sponsored by the Named Insured.

### 2.7 Fungi

**Fungi** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew 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.



## 2.8 Impaired Property

**Impaired Property** means:

Tangible property, other than **the Named Insured's Product** or **the Insured's Work**, that cannot be used or is less useful because:

- a) it incorporates **the Named Insured's Product** or **the Insured's Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b) the Insured has failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- 1) the repair, replacement, adjustment or removal of **the Named Insured's Product** or **the Insured's Work**; or
- 2) the Insured's fulfilling the terms of the contract or agreement.

## 2.9 Insured Contract

**Insured Contract** means:

- a) A lease of premises;
- b) A sidetrack agreement;
- c) An easement agreement
- d) An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- e) An elevator maintenance agreement; or
- f) That part of any other contract or agreement pertaining to the Insured's business under which the Insured assumes the tort liability of another to pay compensatory damages because of **Bodily Injury** or **Property Damage** to a third person or entity, if the contract or agreement is made before the **Bodily Injury** or **Property Damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An Insured Contract does not include that part of any contract or agreement:

- 1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- 2. Under which the Insured, if an architect, engineer or surveyor assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in 1.above and supervisory, inspection or engineering service.

## 2.10 Occurrence

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions which results in **Bodily Injury** or **Property Damage**, and which is neither intended nor expected from the standpoint of the Insured.

## 2.11 Personal Injury

**Personal Injury** means;

- a) injury resulting from false arrest, willful or wrongful detention or imprisonment, trespass, wrongful entry or eviction, or other invasion of the right of private occupancy, malicious prosecution or humiliation.
- b) injury arising out of libel or slander or utterance of defamatory or disparaging material, concerning any person or entity or in violation of an individual's right of privacy, but does not include that which is contained in any advertisement, publicity article, broadcast or telecast issued by or on behalf of a Named Insured;
- c) injury resulting from discrimination, including but not limited to racial, religious or sexual discrimination, or violation of civil rights, unless insurance therefor is prohibited by the law of the jurisdiction in which the injury is alleged to have occurred.

## 2.12 Pollutants

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

## 2.13 Products/Completed Operations Hazard

2.13.1 **Products/Completed Operations Hazard** means **Bodily Injury** or **Property Damage** arising out of any **Occurrence** which takes place away from the Named Insured's premises because of:

- a) the consumption, handling, use or existence of goods or products made, sold, handled or distributed by or on behalf of the Named Insured after the Named Insured has relinquished possession of such goods or products;
- b) the construction, erection, installation, repair or servicing operations or other work performed by or on behalf of the Named Insured after such operations or work have been completed or abandoned. The work shall be deemed completed at the earliest of the following times:
  - i) when all operations to be performed by or on behalf of the Named Insured under contract have been completed;
  - ii) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed;
  - iii) when the portion of the work out of which the **Bodily Injury** or **Property Damage** arises has been put to its intended use by any person or entity other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

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

## 2.14 Property Damage

**Property Damage** means;

- a) physical injury to or destruction of tangible property, including the loss of use thereof resulting therefrom; or
- b) loss of use of tangible property which has not been physically injured or destroyed.

## 2.15 Spores

**Spores** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

## 2.16 Terrorism

**Terrorism** means an ideologically motivated act or acts of violence or force or threat of violence or force committed by or on behalf of any group(s), organizations(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

## 2.17 The Named Insured's Product

The **Named Insured's Product** means:

- a) Any goods or products, other than real property, manufactured, sold handled, distributed or disposed of by:
  - 1) a Named Insured
  - 2) other trading under a Named Insured's name; or
  - 3) a person or entity whose business or assets the Named Insured has acquired; and
- b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- c) **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 a) and b) above.
- d) **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.

## 2.18 The Insured's Work

**The Insured's Work** means:

- a) Work or operations performed by the Insured or on the Insured's behalf;
- b) Materials, parts or equipment furnished in connection with such work or operations; and
- c) **The 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 a) or b) above.

## 2.19 Zurich Group of Companies

**Zurich Group of Companies** means Zurich Insurance Company Ltd and/or any other company which is part of the **Zurich Group of Companies** and which issues to the Insured and/or to its related and/or affiliated companies, a 'Master Policy' (so designated in that policy) as part of an international program of insurance of which program this Policy is a part.

### 3 INSURING AGREEMENT

#### 3.1 Insuring Agreement

Zurich agrees to pay on behalf of the Insured all sums which the Insured shall become obligated to pay as compensatory damages by reason of the liability imposed by law upon the Insured or assumed by the Insured under an **Insured contract** and to defend any claim or suit against the Insured seeking damages to which this insurance applies, even if any of the allegations are groundless, false or fraudulent, because of:

- a) **Bodily Injury** sustained by any person or persons;
- b) **Property Damage**;

caused by an **Occurrence** happening during the Period of Insurance, subject to the Limits of Insurance, and the other provisions of the policy (including exclusions and conditions).

Our right and duty to defend end when we have used up the applicable Limits of Insurance in the payment of judgments or settlements.

#### 3.2 Limits of Insurance (as stated in Section 1.5 of Declarations)

##### 3.2.1 Occurrence and Aggregate Limits

Regardless of the number of:

- a) Insureds under this policy,
- b) Persons or entities making claims for or making Actions,
- c) Local policies, if any, as per section 3.3

The limit of Zurich's liability (under the Insuring Agreement (section 3) and any Extensions) shall be the amount occurrence stated in the Limits of Insurance (section 1.5).

The aggregate limit as stated in the Aggregate Limits of Insurance (section 1.6) is the maximum sum payable under this policy per year of insurance in respect of the **Products/Completed Operations Hazard**.

The General Aggregate as stated in the Declarations (Section 1.6) is the maximum sum Zurich will pay regardless of the number of **occurrences** arising out of any coverages or combination of coverages other than **Products/Completed Operations Hazard**.

The limits of this Form apply separately to each consecutive annual period and to any remaining period for 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.

##### 3.2.2 Defense Expenses

**Defense Expenses** means the expenses of:

- a) investigation, adjustment, appraisal, defense and appeal of a claim or action;
- b) post judgment interest incurred or paid by the Insured or Zurich, in respect of the settlement, judgment or arbitration award within the applicable limit of this insurance of a covered claim under this policy, excluding the salaries of the Insured's or the Insurer's officers and employees.

These payments will not reduce the Limits of Insurance.

### 3.2.3 Batch or Lot Clause

The total of all insured claims resulting from the same cause and arising out of one batch or lot of the Insured's goods or products shall be regarded as one **Occurrence** irrespective of the number of injured persons or claimants.

### 3.3 Coverage Territory

Coverage Territory is worldwide. However, the Insured's responsibility to pay compensatory damages must be determined in accordance with an **Action** on the merits with the principles of jurisprudence applicable in common law or civil law.

However, this policy covers only the Named Insured's companies, subsidiaries, branches or insured joint ventures that are located in Canada.

## **4 WHO IS AN INSURED**

### **4.1 Named Insured**

Any Insured listed by Name in the Declarations (section 1.3)

### **4.2 Owners and Employees**

Any partner, shareholder, officer, director, employee or volunteer worker while acting on behalf of any Named Insured, or any former partner, shareholder, officer, director employee or volunteer worker with respect to acts performed, including failure or omission to act, on behalf of any Named Insured in his or her former capacity, and any partner or former partner with respect to liability arising out of his partnership or former partnership.

### **4.3 Contractually agreed to provide insurance**

Any person, firm, partnership, corporation or government body for whom any Named Insured has contracted to provide insurance, but only with respect to liability which arises out of the operations of such Named Insured;

### **4.4 Owners of Property Leased**

Owners of property leased to any Named Insured where the terms of the agreement require such Named Insured to provide insurance on behalf of the owner, but only with respect to liability which arises out of the ownership of such property.

### **4.5 Real Estate Manager**

Any person, entity or organization while acting as a Named Insured's real estate manager.

### **4.6 Newly Acquired or Formed Companies**

Any entity or organization newly acquired or formed by any Named Insured, other than a partnership or joint venture, and over which the Named Insured maintains ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that entity or organization, but only on the condition that:

However:

- a) Coverage under this provision is afforded only until the 90<sup>th</sup> day after the Named Insured acquires or forms the entity or organization referred to above, or the end of the Period of Insurance, whichever is earlier;
- b) Coverage under this provision does not apply to **Bodily Injury** or **Property Damage** that occurred before the Named Insured acquired or formed the entity or organization; and
- c) Coverage does not apply to the Named Insured with respect to the conduct of any current or past partnership or joint venture that does not appear as a Named Insured in the Declarations (section 1.3).

## 5 EXTENSIONS

### 5.1 Cross Liability

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a) As if each Named Insured were the only Named Insured and
- b) Separately to each Insured against whom claims is made or **action** is brought

### 5.2 Incidental Medical Malpractice

5.2.1 Zurich will pay for Bodily Injury arising out of the rendering of or failure to render the following medical services:

- a) medical, surgical, dental, or nursing service or treatment or the furnishing of food or beverage in connection therewith;
- b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

5.2.2 Exclusions:

This extension does not apply to:

- a) expenses incurred by the Insured in rendering first-aid to others at the time of an accident;
- b) any Insured engaged in the business or occupation of providing any of the services described under a) or b) above;
- c) injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a) or b) above.

### 5.3 Medical Payments

Zurich will pay medical expenses as described below for **Bodily Injury** caused by an accident:

- a) on premises owned or rented by a Named Insured;
- b) on sidewalks, walkways and paths adjacent to premises owned or rented by a Named Insured; or
- c) because of the Named Insured's operations;

provided that:

- a) the expenses referred to above are incurred and reported to Zurich within one year of the date of the accident; and
- b) the injured person submits to an examination, at Zurich's expense, by physicians of Zurich's choice as often as Zurich reasonably requires.

5.3.1 Zurich will pay the medical expenses regardless of fault provided the aggregate of the payments do not exceed the applicable Limits of Insurance. Zurich will pay reasonable expenses relating to:

- a) first aid rendered at the time of an accident;
- b) necessary medical, surgical and dental services, including prosthetic devices;
- c) necessary ambulance, hospital and professional nursing; and
- d) funeral services.

5.3.2 Zurich will not pay expenses for Bodily Injury:

- a) to any Insured;
- b) to a person hired to do work for or on behalf of any Insured or a tenant of any Insured;

- c) to a person injured on that part of premises owned or rented by a Named Insured that such person normally occupies;
- d) to a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any worker's compensation, or disability benefits program or law or any similar program or law;
- e) included within the **Products/Completed Operations Hazard** (section 2.13).

#### 5.4 Tenant's Legal Liability

Zurich will pay compensatory damages that the Insured becomes legally obligated to pay for injury to, or destruction, including loss of use, of premises, including building fixtures permanently attached thereto, rented to or occupied by the Insured, provided such injury or destruction is caused by an incident at the locations rented or occupied by the Insured.

##### 5.4.1 Zurich shall not be liable for liability:

- a) assumed by the Insured pursuant to an agreement wherein the Insured has assumed liability for the sole negligence of its indemnitee;
- b) arising out of damage or destruction of person or property caused by radioactive contamination.

#### 5.5 Advertising Injury

Zurich will pay on behalf of the Insured all sums which it shall become legally obligated to pay as compensatory damages because of injury arising out of an offense committed during the Period of Insurance occurring in the course of the Named Insured's **Advertising** activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

##### 5.5.1 Exclusions

This extension does not apply to:

- a) liability assumed by the Insured under any agreement;
- b) **Advertising** Injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material or in violation of an individual's right of privacy, if the first publication or utterance of the same or similar material by or on behalf of the Named Insured was made before the first day of the Period of Insurance.
- c) **Advertising** Injury arising out of the intentional violation of a criminal or penal statute, regulation or ordinance committed by or with the knowledge or consent of the Insured;
- d) **Advertising** Injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person, entity or organization or any goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the Insured with knowledge of the falsity thereof;
- e) **Advertising** Injury arising out of:
  - 1) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas base upon alleged breach of implied contract; or
  - 2) infringement of trademark, service mark or trade name, other than titles or slogans, or in connection with goods, products or services sold, offered for sale or advertised; or
  - 3) incorrect description or mistake in the advertised price of goods, products or services sold, offered for sale or advertised;
- f) **Advertising** Injury arising out of:
  - 1) the activity of any Insured in the business of advertising, broadcasting, publishing or telecasting; or
  - 2) any act committed by the Insured with malice.



### 5.5.2 Advertising

**Advertising** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purposes of attracting customers or supporters. For the purposes of this definition:

- a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

## 5.6 Employee Benefits

Zurich will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as compensatory damages with respect to any claim made against the Insured by an employee, former employee or the beneficiaries or legal representatives thereof caused by the negligent act, error or omission of the Insured, or any other person for whose acts the Insured is legally liable in the administration of Employee Benefits during the Period of Insurance.

### 5.6.1 Exclusions

This extension does not apply to:

- a) any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;
- b) **Bodily Injury** to, or sickness, or death, of any person or to injury to or destruction of any tangible property including the loss of use thereof;
- c) any claim for failure of performance of a contract by any Insurer;
- d) any claim based upon the Named Insured's failure to comply with any law, regulation or policy concerning worker's compensation, employment or unemployment insurance, social security, social insurance or disability benefits of any kind;
- e) any claim based upon the failure of stock or other securities to perform as represented by an Insured;
- f) any claim based upon advice given by an Insured to participate or not to participate in stock or other securities subscription plans;
- g) any claim, that is the result of circumstances of which the Insured has knowledge at the effective date of this insurance;
- h) any claim, that is the result of circumstances which the Insured could reasonably have foreseen at the effective date of this insurance;
- i) any claim, that is covered under another liability insurance policy.

This coverage applies only, if the claim is brought against an Insured during the policy period.

## 5.7 Employers' Liability

Zurich will pay on behalf of the Insured all sums which the Named Insureds shall become legally obligated to pay as compensatory damages, including care and loss of services because of **Bodily Injury** caused by an **Occurrence** and arising out of and in the course of any person's employment by a Named Insured.

### 5.7.1 Exclusions

This extension does not apply to:

- a) that portion of a claim that is covered under any locally compulsory or commonly bought workers compensation;
- b) liability assumed by the Insured under any contract or agreement;
- c) any obligation for which the Insured or its Insurer may be held liable under any worker's compensation law, legislation, regulation or policies;
- d) **Bodily Injury** resulting from the acts or omission of, or sustained by, any person employed by the insured in violation of any law or regulation as to age.

## 5.8 Personal Injury Liability

Zurich will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of **Personal Injury** to which this insurance applies.

This insurance applies to **Personal Injury** only if caused by an act:

- a) which occurs in the Coverage Territory (section 1.8) during the Period of Insurance (section 1.9); and
- b) which arises out of the conduct of a Named Insured's business, other than any advertising, broadcasting, publishing or telecasting done by or on behalf of a Named Insured, except as covered under Advertising Liability (section 5.6).

In no event will coverage be provided with respect to **Personal Injury**:

- a) arising out of oral or written publication or electronic transmission of material, if done by or at the direction of the Insured or its agent(s) with knowledge of its falsity;
- b) arising out of oral or written or electronic transmission of material whose first publication took place before the beginning of the Period of Insurance;
- c) arising out of the intentional violation of a criminal or penal statute or ordinance committed by, or with the consent of, the Insured;
- d) for which the Insured has assumed liability in an agreement, but this exclusion does not apply to liability for damages that the Insured would have in the absence of an agreement;
- e) sustained by any person as a result of an act or omission directly or indirectly related to the employment of such person by a Named Insured.
- f) arising out of the distribution or display of **Data**, by means of an internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of **Data**.

## 5.9 Third Party Firefighting Expenses

Zurich will pay on behalf of the Insured all sums for third party fire fighting expenses which the Insured shall become obligated to pay by reason of liability imposed by law upon the Insured.

## 6 GENERAL EXCLUSIONS

### THIS INSURANCE DOES NOT APPLY TO:

#### 6.1 Aircraft

6.1.1 **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use or operation, loading or unloading, or the entrustment to others, by or on behalf of any Insured of:

- a) any aircraft; or
- b) any air cushion vehicle.

6.1.2 **Bodily Injury** or **Property Damage** arising out of the ownership, existence, use or operation by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

#### 6.2 Absolute Asbestos Exclusion

- a) **bodily injury, personal injury, or property damage** arising out of or alleged to arise out of or relating in any way to exposure to asbestos or manifestation of any disease relating to the exposure to asbestos at any time regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense;
- b) any claim, **action** or proceeding arising out of or relating in any way to any demand, requirement, order, direction, determination or request that the Insured or any other entity pay, repay or reimburse sums expended or to be expended to test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- c) any claim, **action** or proceeding arising out of or relating in any way to any demand, requirement, order, direction, determination or request that the Insured or any other entity test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- d) any sums that the Insured become legally obligated to pay as compensatory damages because of the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos; or
- e) any loss, cost or expense arising out of or relating in any way to asbestos.

#### 6.3 Blasting, Pile Driving or Removal of Support for Property

**Property damage** arising out of:

- 1) the use of explosives for blasting;
- 2) vibration from pile driving or caisson work; or
- 3) the removal or weakening of support for any property, building or land whether such support be natural or otherwise;

but this exclusion does not apply with respect to **Property Damage**:

- a) arising out of operations performed for the Named Insured by independent contractors;
- b) included within the **Completed Operations Hazard**; or
- c) for which liability is assumed by the Insured under an **Insured Contract**, sections 2.9 parts a, b, c, d and e only.

#### 6.4 Bodily Injury to an Employee

**Bodily Injury** to an employee of the Insured arising out of and in the course of employment by the Insured.

This exclusion applies:

- a) whether the Insured may be liable as an employer or in any other capacity; and
- b) to any obligation to share compensatory damages with or repay someone else who must pay compensatory damages because of the injury.

This exclusion does not apply:

- a) to liability assumed by the Insured under an **Insured Contract**; or
- b) to employees on whose behalf contributions are required to be made by the Insured under the provisions of any compensation law or regulation.
- c) to coverage provided in section 5.8.

## 6.5 Construction Performed by or on Behalf of the Insured

**Bodily Injury** or **Property Damage** arising out of moving buildings or demolition operations performed by or on behalf of the Insured.

## 6.6 Data

Any claim arising out of the liability for:

- a) erasure, destruction, corruption, misappropriation, misinterpretation of **Data**,
- b) erroneously creating, amending, entering, deleting or using **Data**,

including any loss of use arising therefrom.

## 6.7 Excluded Products and Substances

Any claim arising out of the manufacturing, handling, sale, distribution, application, consumption, or use of the following products and substances:

- a) AIDS (HIV) therapeutics or diagnostics
- b) Asbestos mining and asbestos products
- c) Blood, blood components, substances derived from blood or plasma, and blood and plasma products (whether of human or animal origin)
- d) Contraceptives (including preparations for oral or parenteral use, implantation or topical or internal applications, and devices)
- e) Diethylstilbestrol (DES)
- f) Oxychinolin
- g) RU 486 or any other chemical abortification
- h) Silicon based Human Implants
- i) Tobacco and tobacco products
- j) Urea Formaldehyde Foams
- k) Vaccines, toxoids, sera and other immunizing agents (whether prophylactic or therapeutic in nature)

## 6.8 Fungi and Fungal Derivatives

- a) **bodily injury, property damage, personal injury** or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any **fungi** or **spores** however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of **fungi** or **spores**; or

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

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

## 6.9 Intended Bodily Injury or Property Damage

**Bodily Injury or Property Damage** expected or intended by the Insured. This exclusion does not apply to **Bodily Injury** and/or **Property Damage** resulting from the use of reasonable force to protect persons or property.

## 6.10 Liability Assumed By Agreement

**Bodily Injury or Property Damage** for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in an agreement. This exclusion does not apply to liability for damages:

- a) assumed in an agreement that is an **Insured Contract** (section 2.9); or
- b) that the Insured would have in the absence of the agreement.

## 6.11 Loss of Use to the Insured's Work, Product or Impaired Property

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

- a) **the Insured's Product;**
- b) **the Insured's Work; or**
- c) **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, or dangerous condition.

## 6.12 Nuclear Liability

### 6.12.1 Liability imposed by or arising under the Nuclear Liability Act;

### 6.12.2 **Bodily Injury or Property Damage** with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;

### 6.12.3 **Bodily Injury or Property Damage** 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** (with the exception of 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.

#### 6.12.4 As used in this policy:

- a) The term **Nuclear Energy Hazard** means the radioactive, toxic, explosive, or other hazardous properties of **Radioactive Material**;
- b) The term **Radioactive Material** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- c) The term **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 utilizing spent fuel, or (iii) handling, 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.
- d) The term **Fissionable Substance** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

### 6.13 Obligations under Worker's Compensation Legislation

Claims arising out of the liability imposed upon or assumed by the Insured under any worker's compensation law or regulation or assessments levied or awarded by any workers' compensation board or tribunal.

### 6.14 Ownership, Use or Operation of a Vehicle

#### 6.14.1 **Bodily Injury or Property Damage** arising out of the ownership, use or operation by or on behalf of any Insured of:

- a) any **Automobile**;
- b) any motorized snow vehicle or its trailer;
- c) any vehicle while being used in any speed or demolition contest or in any stunt-driving activity or in practice or preparation for any such contest or activity; or
- d) any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract; but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.

6.14.2 **Bodily Injury or Property Damage** with respect to which any motor vehicle liability policy is in effect or would be in effect, or is required by law to be in effect, but for its termination upon exhaustion of its limit of liability.

The exclusion in this section (6.14) does not apply to **Bodily Injury** to an employee of the Insured on whose behalf contributions are required to be made by the Insured under the provisions of any worker's compensation law or regulation.

## 6.15 Pollution Liability

6.15.1 Bodily Injury or Property Damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- a) at or from premises owned, rented or occupied by an Insured;
- b) at or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing or treatment of waste;
- c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or organization for whom the Insured may be legally responsible; or
- d) at or from any site or location at which an Insured or any contractors or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
  - 1) if the pollutants are brought to the site or location in connection with such operations; or
  - 2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

6.15.2 Any loss, cost, or expense arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

6.15.3 Subsections a) and d)1) of section 6.15 of this exclusion do not apply to **Bodily Injury or Property Damage** caused by heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrolled or uncontrollable or spreads from where it was intended to be confined.

## 6.16 Professional Services

Any loss, cost or expense arising out of the rendering of professional services or the omission thereof.

## 6.17 Property Damage to Impaired Property

**Property Damage to Impaired Property** or property that has not been physically injured, arising out of:

- a) a defect, deficiency, or dangerous condition in **the Insured's Product** or **the Insured's Work**; or
- b) a delay or failure by the Insured or anyone acting on the Insured's behalf to perform an agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **the Insured's Product** or **the Insured's Work** after it has been put to its intended use.

#### 6.18 Property Damage to the Insured's Product

**Property Damage** to the **Insured's Product** arising out of it or any part of it.

#### 6.19 Property Damage to the Insured's Work

**Property Damage** to the **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 Insured's behalf by a subcontractor.

#### 6.20 Property in the Care, Custody or Control of Insured

**Property Damage** to:

- a) property owned, rented, or occupied by the Insured;
- b) premises sold, given away or abandoned by the Insured, if the **Property Damage** arises out of any part of those premises;
- c) property loaned to the Insured;
- d) personal property in the Insured's care, custody or control;
- e) that particular part of real property on which the Insured or any contractor or subcontractor working directly or indirectly on the Insured's behalf is performing operations, if the **Property Damage** arises out of those operations; or
- f) that particular part of any property that must be restored, repaired or replaced because **the Insured's Work** was incorrectly performed on it.

The exclusion contained in (b) above does not apply if the premises are **the Insured's Work** and were never occupied, rented or held for rental by the Insured.

The exclusions contained in (c), (d), (e) and (f) above do not apply to liability assumed under a sidetrack agreement.

The exclusion contained in (f) above does not apply to **Property Damage** included in the **Products/Completed Operations Hazard**.

#### 6.21 Punitive or Exemplary Damages

Punitive or Exemplary Damages

#### 6.22 Terrorism

**Bodily Injury, Personal Injury** or **Property Damage** arising directly or indirectly, in whole or in part, by **Terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **Terrorism**. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **Bodily Injury, Personal Injury** or **Property Damage**.

#### 6.23 Violation of any Law

Claims arising out of any activity engaged in, or any article or product manufactured, handled, sold or distributed in known violation of any law, statute, ordinance or regulation.



## 6.24 War Risks

**Bodily Injury** or **Property Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

## 6.25 Watercraft

**Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any Insured of any watercraft.

This exclusion does not apply to:

- a) a watercraft while ashore on premises owned or rented by the Insured;
- b) a watercraft not owned by the Insured that is:
  - 1) less than 8 meters long; and
  - 2) not being used to carry persons or property for a charge
- c) **Bodily Injury** to an employee of a Named Insured on whose behalf contributions are required to be made by the Insured under the provisions of any workers compensation law or regulation.

## 6.26 Employment Related Practices

It is agreed that this insurance does not apply to **personal injury** to:

- a) A person arising out of any:
  - 1) Refusal to employ that person;
  - 2) Termination of that person's employment, or
  - 3) employment related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b) The spouse, child, parent, brother or sister of that person as a consequence of **personal injury** to that person at whom any of the employment related practices described in paragraphs 1), 2) or 3) above is directed.

This exclusion applies:

- a) Whether the Insured may be liable as an employer or in any other capacity; and
- b) To any obligation to share damages with or to repay someone else who must pay compensatory damages because of the injury.

## **7 PREMIUM**

### **7.1 Basis of Premium**

If so stated in the Declarations (section 1.10), the premium hereunder is a flat premium.

In the event that an entity is formed or acquired by any Named Insured, such entity shall be assessed and rated by Zurich accordingly. If the premium shown in the Declarations is a Deposit Premium, the pro-rated additional premium specified by Zurich in respect of the entities so formed or acquired shall be added to the adjusted premium. If the premium shown in the Declarations is a Flat Premium, the pro-rated additional premium for the entity so formed or acquired shall be paid by the First Named Insured within 60 days of the date Zurich was notified of such formation or acquisition.

### **7.2 Right to Examine the Named Insured's Books**

Zurich shall be permitted to examine the Named Insured's books and records at any reasonable time during the Period of Insurance and any extension thereof and within one year after the final expiration for the purpose of determining the actual premium earned while this policy was in force.

### **7.3 Currency**

Unless otherwise specifically indicated, all amounts shown or specified in this policy are deemed to be expressed in the lawful currency of Canada.

## 8 CLAIMS

### 8.1 Notice of Claim or Suit

8.1.1 It is the Insured's duty to notify Zurich as soon as practicable of an incident which may result in a claim. Notice should include:

- a) how, when and where the incident took place;
- b) the names and addresses of any injured persons and witnesses; and
- c) the nature and location of any injury or damage arising out of the incident.

Notice of an incident is not notice of a claim.

8.1.2 If a claim is received by an Insured, it is the duty of the Insured to:

- a) immediately record the specifics of the claim and the date received; and
- b) notify Zurich immediately, or as soon as practicable in the circumstances.
- c) Provide Zurich with written notice of the claim as soon as practicable.

8.1.3 Additional duties of the Insured are:

- a) Immediately send Zurich copies of any demands, notices, summonses or legal process received in connection with the claim or an **Action**;
- b) Authorize Zurich to obtain records and other information;
- c) Cooperate with Zurich in the investigation, settlement or defence of the claim or **Action**; and
- d) Assist Zurich, upon request, in the enforcement of any right against any person or entity which may be liable to the Insured because of injury or damage to which this insurance may also apply.

8.1.4 Prevention of Further Claims

As soon as the Insured becomes aware of an incident or receives a claim, the Insured shall immediately, at its own expense, take all reasonable steps to prevent further **Bodily Injury** or **Property Damage** resulting from the same incident or conditions which might cause another such incident.

8.1.5 No Insured shall, except at its own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without Zurich's consent.

### 8.2 Co-operation and Assistance

The Insured shall co-operate with Zurich in the conduct and, upon request, assist in making settlements, in the conduct of Actions, and in enforcing any right of contribution or indemnity against any person or entity that may be liable to an Insured because of **Bodily Injury** or **Property Damage** with respect to which insurance is afforded under this policy. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

### 8.3 Reimbursement

The First Named Insured is required to report all claims to Zurich. Zurich will handle all claims.

The First Named Insured, upon notification of settlement of a claim, shall reimburse Zurich promptly in an amount up to the sum specified in section 1.7 in the Declarations with respect to all losses, legal fees, defense and adjusting expenses combined in any one **Occurrence**.

The deductible amount is included within the Limits of Insurance stated in section 1.5 of the Declarations.

#### **8.4 Action against Zurich**

No **Action** shall be taken against Zurich unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy, or until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after trial on an **Action**, or by written agreement of the Insured, the claimant and Zurich. Every Action against Zurich shall be commenced within one year after the date of such judgment or written agreement and not afterwards. Nothing contained in this policy shall give any person or entity any right to join Zurich as a co-defendant in any Action against any Insured to determine the Insured's liability.

#### **8.5 Bankruptcy**

The bankruptcy or insolvency of an Insured or of an Insured's estate shall not relieve Zurich of any of its obligations hereunder.

#### **8.6 Other Insurance**

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the Insured has other Insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of Zurich's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, Zurich shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

##### **8.6.1 Contribution by Equal Shares**

If all of such other valid and collectible insurance provides for contribution by equal shares, Zurich shall not be liable for a greater proportion of such loss than would be payable if each Insurer contributes an equal share until the share of each Insurer equals the lowest applicable Limits of Insurance under any one policy or the full amount of the loss paid, and with respect to any amount of loss not so paid, the remaining Insurers shall then continue to contribute equal shares of the remaining amount of the loss until each such Insurer has paid its limit in full or the full amount of the loss is paid.

##### **8.6.2 Contribution by Limits**

If any of such other insurance does not provide for contribution by equal shares, Zurich shall not be liable for a greater proportion of such loss than the applicable Limits of Insurance under this policy for such loss bears to the total applicable limits of all valid and collectible insurance against such loss.

Zurich acknowledges the existence of any policies arranged to apply in excess of the insurance provided by this policy and it is agreed that notwithstanding anything contained in this condition that the insurance provided by such excess policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this policy is concerned and shall be held to attach and cover only after the insurance under this policy has been exhausted.

#### **8.7 Subrogation**

In the event of any payment made under this policy, Zurich shall be subrogated, to the extent of such payment, to all the Insured's rights of recovery against any third party except where the amount of settlement exceeds the amount provided in aggregate by this policy and any other valid and collectible insurance, in which case the Insured shall be entitled to all recovery until such excess has been made

good to the Insured. The Insured shall execute all papers required and shall do everything necessary within its power to secure such rights.

## **9 INSPECTION AND SURVEYS**

Zurich has the right but is not obliged to:

- a) make inspections and surveys at any time;
- b) give the First Named Insured reports on the conditions found; and
- c) recommend any changes.

Any inspections, surveys, reports or recommendations relate only to insurability and premiums to be charged. Zurich does not make safety inspections. Zurich does not undertake to perform the duty of any person or entity to provide for the health or safety of workers or the public. Zurich does not warrant that conditions:

- a) are safe or not harmful to the health of any person; or
- b) comply with laws, regulations, codes or standards.

This condition applies not only to Zurich, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

## **10 MISCELLANEOUS**

### **10.1 Compliance with Local Law**

Any terms of this policy which are in conflict with the local legislation (laws) are hereby amended to conform to such legislation (laws).

### **10.2 Cancellation**

10.2.1 This Policy may be cancelled at any time at the request of the First Named Insured as noted in section 1.2. Zurich shall, upon surrender of the policy, refund the excess of Paid Premium above the earned premium, computed in accordance with the customary pro rata table and procedure, for the time the Policy has been in force, but in any case, shall retain the Minimum Premium as specified in the Declarations (section 1.10).

10.2.2 Except in the case of non-payment of premium, Zurich shall give the First Named Insured 90 days written registered mail notice of cancellation, and in the case of non-payment of premium, Zurich will give 15 days notice in advance of cancellation, by registered mail. In either case, the period of notice of cancellation shall begin as of the date notice is received at the address shown in the Declarations (section 1.2).

10.2.3 If the premium for the whole or part of this Policy was calculated on an estimated basis, premium adjustment may be made at the time cancellation is effected or, if not then made, shall be made as soon as practicable after cancellation becomes effective.

10.2.4 For the purpose of this section, Paid Premium means premium actually paid by the Named Insured to Zurich or its authorized agent, and does not include any premium or part thereof paid to Zurich by an agent unless actually paid to the agent by the Named Insured.

### **10.3 International Program Clause**

This policy is an integral part of an international program of insurance provided to the Insured and/or its related or affiliated companies by one or more members of the **Zurich Group of Companies**. Pursuant to this international program of insurance, one of the policies issued by one of the members of the **Zurich Group of Companies** is designated a Master Policy. Notwithstanding the provisions of section 10.2 above, if the Master Policy lapses, is cancelled or is not renewed by the Insured or its related and/or affiliated companies to which the 'Master Policy' is issued, this Policy will be void as at the date of the lapse, expiry or cancellation of the Master Policy.

### **10.4 Waiver**

Notice to any agent, or knowledge possessed by any agent, or by any other person shall not be held to effect a waiver or change in any part of this policy, nor shall the terms of this policy be waived or changed except by an endorsement issued to form a part hereof signed by an authorized representative of Zurich.

### **10.5 Assignment**

Any assignment of interest under this policy shall not bind Zurich until its consent is endorsed hereon, except through change of title by succession, death or proceedings under any applicable bankruptcy law.

## **10.6 Power of Attorney**

The First Named Insured shall be deemed the sole and irrevocable agent of each and every Insured under this policy for the purpose of:

- a) giving to or receiving from Zurich notice of cancellation;
- b) giving instructions to or agreeing with Zurich about any changes in the policy wording; and
- c) making or receiving premium payments or premium adjustments.

## **10.7 Verification**

By accepting this policy, the Insured agrees:

- a) The statements in the Declarations, the statements in the application for insurance and the statements in any and all supplementary information provided to Zurich are accurate and complete;
- b) Those statements are based upon representations made by the Insured to Zurich;
- c) Zurich has issued this policy in reliance upon the Insured's representations.

The intentional or deliberate misrepresentation of any matter by the Insured or the Insured's agent will render this policy null and void and relieve Zurich of all liability under the policy.



## □ ADDITIONAL EXCLUSIONS

It is understood and agreed that the following exclusion(s) are added to **Section 6 GENERAL EXCLUSIONS**:

This insurance does not apply to:

### **Aircraft Products, Grounding, and Testing**

**Bodily Injury or Property Damage** arising out of **Aircraft Products, Grounding or Testing**.

**Aircraft Products** means:

- a) aircraft, missiles or spacecraft; or
- b) any other goods or products produced or furnished by the insured for the manufacture, repair, operation, maintenance, use or entrustment to others of aircraft, missiles or spacecraft, including but not limited to the following items:
  - 1) goods or products installed in, used in connection with, or used as spare parts in aircraft, missiles or spacecraft; or
  - 2) ground support and control equipment; or
  - 3) ground handling tools and equipment;
- c) any training aids, instructions, manuals blueprints, engineering data or engineering advice relating to the items described in 1 and 2 above; or
- d) any services or labor provided by the insured or by others trading under the insured's name relating to a), b), or c) above.

**Grounding** means:

- a) the withdrawal of any **Aircraft Products** from flight operations; or
- b) the imposing of speed, passenger or load restrictions on such **Aircraft Products** due to the existence of, or the alleged or suspected existence of any defect, fault or condition in any **Aircraft Products**;

whether the **Aircraft Products** withdrawn are owned or operated by the same or different persons, firms or corporations.

A Grounding begins:

- 1) on the date that any accident or occurrence results in disclosure of a known or suspected defect, fault or condition; or
- 2) on the date the **Aircraft Products** are first withdrawn from service due to a known or suspected defect, fault or condition,

whichever first occurs.

**Testing** means examination, observation, evaluation or measuring of the performance of **Aircraft Products**, either while in the air or on the ground.

### **Silica and Mixed Dust Particles**

Any **Bodily Injury** caused by the inhalation or ingestion of silica or mixed dust particles arising out of the products and completed operations hazard. Mixed dust includes but is not limited to any dust particles from quartz, metallic, or fibrous minerals.

**All other conditions of the policy remain unchanged.**

## Endorsement No. 1

Policy Number: 8843723

First Named Insured: Strobel Energy Group Canada Ltd.

Broker: BFL CANADA Insurance Services Inc.

Effective from:

Day	Month	Year
01	11	2019

### Exclusion – Violation of Legislative Acts, Guidelines, Directives and Other Laws (3255)

**This endorsement changes the policy. Please read it carefully.**

This endorsement modifies insurance provided under the Policy it forms part of.

Read this entire endorsement carefully to determine rights, duties and what is and is not covered.

Notwithstanding any other provision of this Policy, the insurance provided by this Policy shall not apply to any claim made, action brought, liability, damage, loss, cost, expense, act, error, omission, occurrence, offence or any combination thereof:

**a. Violation of Anti-Spam Legislation**

Arising directly or indirectly, in whole or in part, out of any action or omission that violates or is alleged to violate:

**(1) Canada's federal anti-spam legislative Act:**

*An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act; and including, all the rules and regulations promulgated under it, any amendment of or addition to it and any aspects of other federal, provincial, territorial or municipal act, law or statute it amends;*

**(2) The United States CAN-SPAM Act of 2003, including any amendment of or addition to such law; or**

**(3) Any other federal, provincial, state, territorial or municipal anti-spam act, law or statute.**

**b. Violation of other Governmental Legislation, Guidelines, Directives and other Laws**

Arising directly or indirectly, in whole or in part, out of any action or omission that violates or is alleged to violate:

**(1) The Canadian Radio-Television and Telecommunications Commission (CRTC) guidelines;**

**(2) The Canadian Marketing Association's do-not-call list;**

**(3) The United States Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;**

- (4) The United States *Fair Credit Reporting Act (FCRA)* and any amendment or addition to such law including the *Fair and Accurate Credit Transactions Act (FACTA)*;
- (5) The European Union Directive on Privacy and Electronic Communications, including any amendment of or addition to such directive; or
- (6) Any other act, law, statute, ordinance, rule or regulation, or any other legal liability, at common law or otherwise, that addresses, relates to, prohibits or limits the accessing, collection, recording, printing, dissemination, disposal, use of, sending, transmitting, communicating or distribution of material or information.

**Except as provided herein, all the terms and conditions of this policy shall have full force and effect.**

ZURICH INSURANCE COMPANY LTD



Authorized Representative

Date: 23 January 2020



## Endorsement No. 2

Policy Number: 8843723  
First Named Insured: Strobel Energy Group Canada Ltd  
Broker: BFL Canada Insurance Services Inc.  
Effective From:

Day	Month	Year
01	11	2019

### EXCLUDED PRODUCTS AND SUBSTANCES AMENDMENT

It is hereby understood and agreed that Sub-Section **6.7 Excluded Products and Substances** under **Section 6 GENERAL EXCLUSIONS** is deleted in its entirety and replaced by the following:

#### 6.7 Excluded Products and Substances

Any claim arising out of the manufacturing, handling, sale, distribution, application, consumption, or use of the following products and substances:

- a) AIDS (HIV) therapeutics or diagnostics
- b) Asbestos mining and asbestos products
- c) Blood, blood components, substances derived from blood or plasma, and blood and plasma products (whether of human or animal origin)
- d) Contraceptives (including preparations for oral or parenteral use, implantation or topical or internal applications, and devices)
- e) Diethylstilbestrol (DES)
- f) Oxychinolin
- g) RU 486 or any other chemical abortification
- h) Silicon based Human Implants
- i) Tobacco and tobacco products
- j) Urea Formaldehyde Foams
- k) Vaccines, toxoids, sera and other immunizing agents (whether prophylactic or therapeutic in nature)
- l) Transmissible Diseases Arising from Human and/or animal products including blood, bones, organs, tissue or stem cells

**All other conditions of the policy remain unchanged.**

ZURICH INSURANCE COMPANY LTD

Authorized Representative

Date: 23 January 2020



## Endorsement No. 3

Policy Number: 8843723  
First Named Insured: Strobel Energy Group Canada Ltd.  
Broker: BFL Canada Insurance Services Inc.  
Effective from:

Day	Month	Year
01	11	2019

### Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability

**This endorsement changes the policy. Please read it carefully.**

Notwithstanding any other provision of this policy, the insurance provided by all coverage sections of this policy are amended to include the Access or Disclosure of Confidential or Personal Information and Data-Related Liability exclusion shown herein below.

#### Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion

This policy does not apply to any claim made, action brought, liability, damage, loss, cost, expense, act, error, omission, occurrence, offence or any combination thereof arising directly or indirectly, in whole or in part, out of any one or more of the following:

- (i). Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.
- (ii). The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if damages of any type (whether compensatory or otherwise) are claimed for any combination of notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in items (i). or (ii). or items (i). and (ii). above.

**Except as provided herein, all the terms and conditions of this policy shall have full force and effect.**

ZURICH INSURANCE COMPANY LTD

Authorized Representative

Date: 23 January 2020

## Endorsement No. 4

Policy Number: 8843723  
First Named Insured: Strobel Energy Group Canada Ltd.  
Broker: BFL Canada Insurance Services Inc.  
Effective from:

Day	Month	Year
01	11	2019

### Trade and Economic Sanctions Limitation

**This endorsement changes the policy. Please read it carefully.**

This endorsement modifies insurance provided under the policy it forms part of.

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

**Except as provided herein, all the terms and conditions of this policy shall have full force and effect.**

ZURICH INSURANCE COMPANY LTD



Authorized Representative

**S.P.F. No. 6**  
**Standard Non-Owned Automobile Policy**

**Zurich Insurance Company Ltd**  
 (Hereinafter called the Insurer)  
 Head Office for Canada - Toronto



Policy No.												
<b>8843723</b>												
<div style="display: flex; justify-content: space-between;"> <div>           New Policy <input type="checkbox"/>              Renewal <input checked="" type="checkbox"/>              Replacing Policy No. <input type="checkbox"/> </div> <div>Broker/Agent</div> </div>												
BFL CANADA INSURANCE SERVICES INC.												
Whereas an application has been made by the Applicant (hereinafter called the Insured) to the Insurer for a contract of Automobile Insurance and the said application forms part of this contract of insurance and is as follows:												
Items <span style="float: right;">Application</span>												
1. Full Name of the Applicant <u>Strobel Energy Group Canada Ltd.</u>  Postal Address <u>8506 100<sup>th</sup> Avenue, Fort Saskatchewan, AB T8L 3B5</u> (Including County or District)  Applicant is: <u>(CORPORATION)</u>												
2. Policy Period		From Time	12:01	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Year	Month	Day	TO	Year	Month	Day	12:01 am local time at the Applicant's Postal Address stated herein as to each of said dates
					2019	11	01		2020	11	01	
3. The automobiles in respect of which insurance is to be provided are those not owned in whole or in part by, nor licensed in the name of the Applicant, used in the Applicant's business of:  <div style="text-align: center;">Heavy Construction</div>												
4. The Applicant's Partners, Officers, Employees and Agents as of the date of this application are as follows:												
Location	Partners, Officers and Employees who regularly use automobiles not owned by the Applicant in his business						All other Partners, Officers and Employees			All Applicant's Agents		
	Class "A1" Private Passenger			Class "A2" Commercial			Class "B"			Class "C"		
	Number	Rate	Premium	Number	Rate	Premium	Number	Rate	Premium	Number	Rate	Premium
SEE BELOW			\$ INCLUDED			\$ INCLUDED			\$ INCLD			\$ INCLUDED
5. "Hired Automobiles" – the automobiles hired by the applicant are as follows:												
Type of Automobile						Estimated Cost Of Hire		Rates Per \$100 of Cost of Hire		Advance Premium		
Private Passenger/Light Commercial										\$ INCLUDED		
The advance premium is subject to adjustment at the end of the policy period as provided in the policy.												
6. "Automobiles Operated Under Contract" on behalf of the applicant are as follows:												
Type of Automobile and Description of Use						Estimated Contract Cost		Rates per \$100 of Contract Cost		Advance Premium		
Private Passenger/Light Commercial										\$ INCLUDED		
The advance premium is subject to adjustment at the end of the policy period as provided in the policy.												
7. This Application is made for Insurance against the Perils mentioned in this item and upon the terms and conditions of the Insurer's corresponding Standard Policy Form and for the following Specified Limit:												
Insuring Agreement		Perils				Limit				Combined Premiums		
<b>Section A</b> Third Party Liability		Legal Liability for Bodily Injury to or Death of any person or Damage to Property of others not in the Care, Custody or Control of the Applicant.				\$ 1,321,600				(exclusive of interest and costs) for loss or damage resulting from Bodily Injury to or the Death of one or more persons, and for loss or Damage to Property, regardless of the number of Claims arising from any one accident.		
Endorsements		S.E.F. 94, S.E.F. 96, S.E.F. 99								\$ INCLUDED		
Minimum Retained Premium \$										Total Premium \$		\$ INCLUDED
8. Has any Insurer Cancelled, Declined or Refused to Renew or Issue, Automobile Insurance to the Applicant within three years preceding this Application? If so, state name of Insurer.												
AS KNOWN TO INSURER												
9. State particulars of all Accidents or Claims arising out of the use or operation in his business of Non-Owned Automobiles by the Applicant within the three years preceding this application.												
Injury to Persons						Damage to Property of Others						
AS KNOWN TO INSURER						AS KNOWN TO INSURER						
10. All the statements in this Application are true and the Applicant hereby applies for a contract of Automobile Insurance to be based on the truth of the said statements.												
11. Where												
(a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated herein; or												
(b) the Insured contravenes a term of the contract or commits a fraud; or												
(c) the Insured willfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.												

Chief Executive Officer and Chief Agent in Canada  
 Authorized Representative Signature of Insurer



## Insuring Agreement

Now, Therefore, in Consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated.

### Section A – Third Party Liability

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from

#### **Bodily Injury to or the Death of any Person or Damage to Property of Others Not in the Care, Custody or Control of the Insured:**

Provided always the Insurer shall not be liable under this policy:

(a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or

\* (b) for any liability imposed upon any person insured by this policy:

(1) by any workmen's compensation law; or

(2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

\*Not applicable in the Province of Ontario

(c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement; or

(d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or

(e) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

#### **Additional Agreements of Insurer**

Where indemnity is provided by this policy, the Insurer further agrees:

(1) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and

(2) to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and

(3) to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and

(4) in case the injury be to a person, reimburse any person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and

(5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in section A of Item 7 of the application; and

(6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

#### **Agreements of Insured**

Where indemnity is provided by this section, every person insured by this policy

(a) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;

(b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

General Provisions and Definitions

#### **1. Additional Insureds**

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

#### **2. Territory**

This policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.

### **3. Hired Automobiles Defined**

The term "Hired Automobiles: as used in this policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

### **4. Automobiles Operated Under Contract Defined**

The term "Automobiles Operated under Contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

### **5. Two or More Automobiles**

When two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under Section A.

### **6. Premium Adjustment**

The Advance Premium stated in Item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured.

The Advance Premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this policy.

## **Statutory Conditions**

The insurance provided under this Coverage is Subject to the "Automobile Statutory Conditions" approved by the Superintendent of Insurance for the Province in which this policy is issued and upon request the Company will make available a complete copy of same.

# S.E.F. No. 94

## Legal Liability for Damage to Hired Automobiles Endorsement (for attachment only to a Non-owned Policy S.P.F. No. 6)



Insurer: **Zurich Insurance Company Ltd**

Attached to and forming part of:

Policy No.	Issued to	Effective from 12:01 A.M. Local time. (dd/mm/yy)	Endorsement No.
<b>8843723</b>	<b>Strobel Energy Group Canada Ltd.</b>	<b>01/11/19</b>	

### This Endorsement Contains a Partial Payment of Loss Clause

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is stated and no other.

#### Section B – Legal Liability for Damage to Hired Automobiles

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

Subsection 1 – **All Perils** – from all perils;

Subsection 2 – **Collision or Upset** – caused by collision with another object or by upset;

Subsection 3 – **Comprehensive** – from any peril other than by collision with another object or by upset;

The words "another object" as used in this subsection shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon.

Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this subsection 3.

Subsection 4 – **Specified Perils** – caused by fire, lightning, theft or attempt thereof, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

#### Deductible Clause

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, as stated in the applicable subsection hereof.

#### Two or More Automobiles

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of liability, including the deductible provision, if any, under this Insuring Agreement.

#### Exclusions

The Insurer shall not be liable

- (1) for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
- (2) under any subsection hereof for loss or damage
  - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
  - (b) to any automobile while being used without the consent of the owner thereof; or
  - (c) caused directly or indirectly by contamination by radioactive material; or
  - (d) to contents of trailers or to rugs or robes; or
  - (e) to tapes and equipment for use with a tape recorder when detached therefrom; or
  - (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
  - (g) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or

- (3) under subsections 3 (Comprehensive) 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsection 1 or 2.

#### Additional Agreement

The Insurer further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the Insured is legally liable.

Subsection	Limits and Amounts	Type of Automobile	Estimated Cost of Hire	Rate Per \$100	Advance Premium
<b>1. All Perils</b>	\$ (exclusive of interests and costs) any one accident \$ Amount deductible.		\$		\$
<b>2. Collision or Upset</b>	\$33,040 (exclusive of interests and costs) any one accident \$1,322 Amount deductible.	Private Passenger/Light Commercial	\$		\$
<b>3. Comprehensive</b>	\$33,040 (exclusive of interests and costs) any one accident \$1,322 Amount deductible.	Private Passenger/Light Commercial	\$		\$
<b>4. Specified Perils</b>	\$ (exclusive of interests and costs) any one accident \$ Amount deductible.		\$		\$
Minimum Retained Premium	\$			<b>Total</b>	\$

The advance premiums for this endorsement are subject to adjustment in the same manner as those stated under Item 5 of the application

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

# SEF 96

## Contractual Liability Endorsement

(for attachment only to a Non-owned Policy S.P.F. No.6)



Issued to <b>Strobel Energy Group Canada Ltd.</b>	Effective date of change	Policy number <b>8843723</b>	Endorsement No.
	Day/Month/Year		
	<b>01/11/19</b>		

In consideration of a premium of \$ it is understood and agreed that exclusion (c) of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

- (c) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

Date(s) of Contract(s)	Name(s) of other contracting party or parties
	All Written Contracts are covered.

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

# S.E.F. No. 99

## Excluding Long Term Leased Vehicle Endorsement (for attachment only to a Non-owned Policy S.P.F. No. 6)



Insurer : **Zurich Insurance Company Ltd**

Attached to and forming part of:

Policy No. <b>8843723</b>	Issued to <b>Strobel Energy Group Canada Ltd.</b>	Effective from 12:01 A.M. Local time. (dd/mm/yy) <b>01/11/19</b>	Endorsement Number
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*Please sign and return this form. Keep a copy for your records.*

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of General Provisions and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term "Hired Automobile" as used in this policy means (a) automobiles hired or leased from others with drivers or (b) hired or leased by the named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

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

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date