

POLICY ENDORSEMENT
THIS ENDORSEMENT CHANGES YOUR POLICY

Named Insured

Black Lake Property Owners Association

Policy No.

MIS 81614910

Effective Date

September 11, 2019

Premium Change

\$302

ENDORSEMENT NO. 1 - ADD DIRECTORS & OFFICERS COVERAGE

This endorsement modifies Insurance provided under the following:

Nonprofit Organization's Directors & Officers Liability

It is hereby understood and agreed:

That Nonprofit Organization's Directors & Officers Liability (918000) is added to this policy, effective the date of this endorsement, with an annual limit for Directors' & Officers' Liability of \$3,000,000.

All other elements of the policy remain unchanged.



Signature of Authorized Representative - Insurance Broker

**NONPROFIT ORGANIZATION'S
DIRECTORS' & OFFICERS' LIABILITY FORM
918000-01**

THIS FORM APPLIES ONLY TO "CLAIMS" OF WHICH AN INSURED FIRST BECOMES AWARE AND REPORTS TO THE INSURER DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD

I. INSURING AGREEMENT

1. The Insurer will pay "damages" for which an Insured is legally liable and to which this form applies. The Insurer will have the right and duty to defend that Insured against any "claim" for such "damages". The Insurer will have no duty to defend that Insured against any "claim" for "damages" to which this form does not apply. The Insurer may, at its sole discretion, investigate any "wrongful act" and settle any such "claim".
2. The Insurer will also reimburse the "Named Insured" for the "costs" of responding to a "derivative demand", non-monetary relief demand or "oppression remedy demand" to which this form applies. The "Named Insured" may appoint professional advisors and legal counsel to respond to any such demand, but only if the Insurer's prior written approval has been obtained for such advisors and counsel and their fee scales. Such approval will not be unreasonably withheld.
3. The amount the Insurer will pay as "damages" and "costs" is limited as described in IV. LIMITS OF INSURANCE.
4. The Insurer's right and duty to defend and duty to reimburse "costs" end when the applicable limit of insurance has been exhausted in the payment of "costs", judgments and settlements.
5. Except as specifically stated in the Liability Conditions, the Insurer has no other obligation to make payments or undertake acts or services.

II. COVERAGES

A. DIRECTORS' AND OFFICERS' LIABILITY

1. Coverage A. of this form applies to any "wrongful act" in the organizational governance of the "Named Insured", but only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. a "claim" for such "wrongful act" is:
 - i. first made against an Insured, and
 - ii. reported as soon as practicable by the "Named Insured" to the Insurer during:
 - (a) the policy period; or
 - (b) if applicable, the extended reporting period, as described in Liability Condition V. 4. EXTENDED REPORTING PERIOD;
 - c. the "wrongful act" is committed:
 - i. in the normal course of the not-for-profit operations shown on the "Policy Declarations";
 - ii. in the "coverage territory"; and
 - iii. (a) if a retroactive date is shown for this form on the "Policy Declarations", between that retroactive date and the end of the policy period; or
(b) if no retroactive date is shown for this form on the "Policy Declarations", before the end of the policy period; and
 - d. the "claim" is brought and adjudicated in Canada.
2. All "claims" for "wrongful acts" made by:
 - a. any one person or the dependents or beneficiaries of that person, or
 - b. any one organization or the owners, "directors", "officers" or "trustees" of that organizationwill be considered as having been made at the time the first of those "claims" is made against any Insured.
3. **EXCLUSIONS**
Coverage A. does not apply to "claims":
 - a. **Abuse**
 - i. Arising directly or indirectly from "abuse" committed or alleged to have been committed by an Insured, including the resultant transmission of disease;
 - ii. based on the practices of the "Named Insured" for:
 - (a) hiring an "employee",
 - (b) acceptance of a "volunteer worker", or
 - (c) supervision or retention of any person who is alleged to have committed "abuse";
 - iii. alleging knowledge by an Insured of the alleged "abuse"; or
 - iv. alleging failure by an Insured to prevent "abuse" or to report "abuse" to the appropriate authorities.
 - b. **Advertising injury, bodily injury, personal injury or property damage**
See exclusion III. 1. of this form. This exclusion does not apply to "personal and advertising injury" if the Insured is not protected by insurance for "personal and advertising injury":
 - i. in another part of this policy; or
 - ii. in another policy.
 - c. **Anti-competitive acts**
For anti-competitive or anti-trust acts or price fixing or restraint of trade. This exclusion does not apply to reasonable "costs" for defending such "claim".
 - d. **Asbestos**
See exclusion III. 2. of this form.
 - e. **Contract breach**

Arising from any breach of contract or failure to proceed with a contract. This exclusion does not apply to an Insured who has no knowledge of such contract breach or failure to proceed.

- f. **Criminal, dishonest or fraudulent act**
Arising from or contributed to by any criminal, dishonest or fraudulent act, error or omission committed by or at the direction of any Insured. This exclusion does not apply:
 - i. to an Insured who did not commit, consent to, direct or participate in such act, error or omission; or
 - ii. until a judgment or other final adjudication finds that such act, error or omission is criminal, dishonest or fraudulent.
- g. **Directors' or officers' claims**
Brought by or on behalf of any "director" or "officer" of the "Named Insured". This exclusion does not apply to:
 - i. a cross claim;
 - ii. a third-party claim; or
 - iii. a claim for contribution or indemnity which is part of and results directly from a "claim" which is not otherwise excluded by this form.
- h. **Discrimination**
Arising from discrimination that is:
 - i. an offence under the Criminal Code of Canada;
 - ii. related to employment; or
 - iii. covered by any other valid insurance.
- i. **Employment-related practice**
Arising from any "employment practice". This exclusion applies:
 - i. whether any Insured is liable as an employer or in any other capacity; and
 - ii. to any obligation to share "damages" with or repay another who is liable for "damages" because of such "employment practice".
- j. **Fiduciary duty breach**
See exclusion III. 3. of this form.
- k. **Fines, liquidated damages, penalties or taxes**
See exclusion III. 4. of this form.
- l. **Fungi or spores**
See exclusion III. 5. of this form.
- m. **Known wrongful acts**
See exclusion III. 6. of this form.
- n. **Mental injury**
Arising from anguish, shock or other mental injury sustained by a person, including death resulting from any of these at any time.
- o. **Named Insured's claims**
Brought by or at the direction of or with the participation of the "Named Insured". This exclusion does not apply to:
 - i. reasonable "costs" incurred by the "Named Insured" to investigate a "derivative demand"; or
 - ii. a "claim" brought against any "director" or "officer" of the "Named Insured" by a liquidator, receiver or trustee in bankruptcy on behalf of the "Named Insured".
- p. **Nuclear risks**
See exclusion III. 7. of this form.
- q. **Pollution**
See exclusion III. 8. of this form.
- r. **Privacy breach**
See exclusion III. 9. of this form.
- s. **Terrorism**
See exclusion III. 10. of this form.
- t. **Unapproved remuneration**
For the return of any remuneration paid to any "director" or "officer" of the "Named Insured" without the previous approval of the "Named Insured" if:
 - i. it is determined by a judgment or other final adjudication that such remuneration is in violation of law; or
 - ii. such remuneration is to be repaid to the "Named Insured" under a settlement agreement.
- u. **Unentitled advantage or profit**
Arising from any Insured gaining an advantage or profit to which such Insured is not legally entitled. This exclusion does not apply to an Insured who did not consent to, direct or participate in such advantage or profit.
- v. **War**
See exclusion III. 11. of this form.

B. EMPLOYMENT PRACTICES LIABILITY

1. Coverage B. of this form applies to any "wrongful act" in any "employment practice" by or on behalf of the "Named Insured", but only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. a "claim" for such "wrongful act" is:
 - i. first made against an Insured, and
 - ii. reported as soon as practicable by the "Named Insured" to the Insurer during:
 - (a) the policy period; or
 - (b) if applicable, the extended reporting period, as described in Liability Condition V. 4. EXTENDED REPORTING PERIOD;
 - c. the "wrongful act" is committed:
 - i. in the normal course of the not-for-profit operations shown on the "Policy Declarations";
 - ii. in the "coverage territory"; and
 - iii. (a) if a retroactive date is shown for this form on the "Policy Declarations", between that retroactive date and the end of the policy period; or
 - (b) if no retroactive date is shown for this form on the "Policy Declarations", before the end of the policy period; and
 - d. the "claim" is brought and adjudicated in Canada.
2. All "claims" for "wrongful acts" made by any one person or the dependents or beneficiaries of that person will be considered as having been made at the time the first of those "claims" is made against any Insured.
3. **EXCLUSIONS**
Coverage B. does not apply to "claims":
 - a. **Advertising injury, bodily injury, personal injury or property damage**
See exclusion III. 1. of this form. This exclusion does not apply to the reasonable "costs" incurred by a "director" or "officer" of the "Named Insured" to defend a criminal proceeding alleging "bodily injury" pursuant to section 217.1 of the Criminal Code of Canada.
 - b. **Asbestos**
See exclusion III. 2. of this form.
 - c. **Collective agreement grievance**
Arising from a grievance brought pursuant to any collective agreement.
 - d. **Fiduciary duty breach**
See exclusion III. 3. of this form.
 - e. **Fines, liquidated damages, penalties or taxes**
See exclusion III. 4. of this form.
 - f. **Fungi or spores**
See exclusion III. 5. of this form.
 - g. **Known wrongful acts**
See exclusion III. 6. of this form.
 - h. **Nuclear risks**
See exclusion III. 7. of this form.
 - i. **Pollution**
See exclusion III. 8. of this form. This exclusion does not apply to a "claim" alleging retaliation against an "employee" as the result of a disclosure with respect to "pollutants" by that "employee".
 - j. **Privacy breach**
See exclusion III. 9. of this form.
 - k. **Terrorism**
See exclusion III. 10. of this form.
 - l. **War**
See exclusion III. 11. of this form.

C. OUTSIDE DIRECTORSHIPS LIABILITY

1. Coverage C. of this form applies to any "wrongful act" in the organizational governance or "employment practices" of any "outside organization", but only if:
 - a. a limit of insurance for this coverage is shown on the "Policy Declarations";
 - b. a "claim" for such "wrongful act" is:
 - i. first made against an Insured, and
 - ii. reported as soon as practicable by that Insured to the Insurer during:
 - (a) the policy period; or
 - (b) if applicable, the extended reporting period, as described in Liability Condition V. 4. EXTENDED REPORTING PERIOD;
 - c. the Insured is a "director", "officer" or "trustee" of the "outside organization" with the permission of the "Named Insured";
 - d. such "outside organization" is legally prohibited from or financially incapable of indemnifying such Insured for liability arising from the "wrongful act";

- e. the "wrongful act" is committed:
 - i. in the normal course of the operations of such "outside organization";
 - ii. in the "coverage territory"; and
 - iii. (a) if a retroactive date is shown for this form on the "Policy Declarations", between that retroactive date and the end of the policy period; or
 - (b) if no retroactive date is shown for this form on the "Policy Declarations", before the end of the policy period; and
 - f. the "claim" is brought and adjudicated in Canada.
2. All "claims" for "wrongful acts" made by:
- a. any one person or the dependents or beneficiaries of that person, or
 - b. any one organization or the owners, "directors", "officers" or "trustees" of that organization will be considered as having been made at the time the first of those "claims" is made against any Insured.
3. **EXCLUSIONS**
Coverage C. does not apply to "claims":
- a. **Coverage A. and B. exclusions**
That would be excluded by Coverage A. (other than exclusion 3. i.) or Coverage B. of this form if the "claim" had arisen from a "wrongful act" in the organizational governance or "employment practices" of the "Named Insured".
 - b. **Outside organization's claim**
Made against any Insured by or on behalf of:
 - i. the "outside organization"; or
 - ii. any owner, "director", "officer" or "trustee" of the "outside organization".

III. EXCLUSIONS APPLICABLE TO ALL COVERAGES

This form does not apply to:

1. **Advertising injury, bodily injury, personal injury or property damage**
"Bodily injury", "personal and advertising injury" or "property damage".
2. **Asbestos**
Any actual or alleged liability for any legal remedy of any kind whatsoever in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".
3. **Fiduciary duty breach**
Any breach of any fiduciary duty or responsibility in the "administration" of an "employee benefits program".
4. **Fines, liquidated damages, penalties or taxes**
Fines, liquidated damages, penalties or taxes.
5. **Fungi or spores**
 - a. Any actual or alleged liability for 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, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
 - b. any loss, cost or expense arising from any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with III. 5. a.; or
 - c. any obligation to pay "damages", share "damages" with or repay someone else who must pay "damages" because of III. 5. a. or b.

Exclusions III. 5. a., b. and c. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".
6. **Known wrongful acts**
Any "claim":
 - a. resulting from litigation begun before or pending at the inception date of this policy;
 - b. known to the "Named Insured", the "outside organization" or any "director", "officer" or "trustee" of either before the inception date of this policy: or
 - c. based on circumstances known to the "Named Insured", the "outside organization" or any "director", "officer" or "trustee" of either before the inception date of this policy.
7. **Nuclear risks**
 - a. Liability imposed by or arising from any nuclear liability act, law or statute, or any amendment to these;
 - b. any liability with respect to which any Insured is also insured under a contract of nuclear energy liability insurance (whether that Insured is unnamed in such contract and whether or not it is legally enforceable by that Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or pool of insurers, or would be an insured under any such contract but for its termination upon exhaustion of its limit of liability; or
 - c. the "nuclear energy hazard" arising from:
 - i. the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of any Insured;
 - ii. the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or
 - iii. the possession, consumption, use, handling, disposal or transportation of "fissionable substances" or of other "radioactive material" used, distributed, handled or sold by any Insured.

Exclusions III. 7. a., b. and c. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".

8. Pollution

- a. Any actual or alleged liability for any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants";
- b. any loss, cost or expense arising from any:
 - i. request, demand, order, statutory requirement or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants";
 - ii. "claim" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing or in any way responding to or assessing the effects of "pollutants".

9. Privacy breach

The loss, copying or release, from one or more databases controlled by the "Named Insured" or the "outside organization", of:

- a. personal health information, as defined in the Personal Information Protection and Electronic Documents Act of Canada, or as expanded by definitions contained in applicable provincial or territorial statutes, including but not limited to the Health Information Act of Alberta, the Personal Health Information Act of Manitoba, the Personal Health Information Privacy and Access Act of New Brunswick, the Personal Health Information Protection Act of Ontario and the Health Information Protection Act of Saskatchewan, as amended from time to time; or
- b. any piece of information, which could potentially be used to uniquely identify an individual and to facilitate identity fraud. This information includes, but is not limited to, the following:
 - i. identification and contact information;
 - ii. government issued identification numbers; or
 - iii. financial information.

10. Terrorism

- a. "Terrorism"; or
- b. any activity or decision of a government agency or other entity to prevent or respond to or terminate "terrorism".

Exclusions III. 10. a. and b. apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".

11. War

War, invasion, act of foreign enemy, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "damages".

IV. LIMITS OF INSURANCE

1. The limits of insurance shown for this form on the "Policy Declarations" and the following rules fix the most the Insurer will pay as "damages" and "costs", regardless of the number of:
 - a. Insureds;
 - b. "wrongful acts" or "interrelated wrongful acts";
 - c. "claims" made; or
 - d. people or organizations making "claims".
2.
 - a. The Directors and Officers Aggregate limit is the most the Insurer will pay under Coverage A. for "damages" and "costs" because of all "wrongful acts" in the organizational governance of the "Named Insured".
 - b. The Employment Practices Liability Aggregate limit is the most the Insurer will pay under Coverage B. for "damages" because of all "wrongful acts" in any "employment practice" by or on behalf of the "Named Insured".
 - c. The Outside Directorships Liability Aggregate limit is the most the Insurer will pay under Coverage C. for "damages" because of all "wrongful acts" in the organizational governance or "employment practices" of any "outside organization".
3.
 - a. If the policy period shown on the "Policy Declarations" is 12 months or less, each Aggregate limit is the most the Insurer will pay during the policy period; or
 - b. if the policy period shown on the "Policy Declarations" is more than 12 months, each Aggregate limit is the most the Insurer will pay during each consecutive 12-month period within the policy period, starting from the beginning of the policy period; and
 - c. if the policy period shown on the "Policy Declarations" is extended after issuance of the policy, the additional period will be considered part of the immediately preceding policy period for the purpose of determining the applicable Aggregate limit.
4. If, after the inception date of this form, any limit of insurance is increased, such increased limit does not apply to:
 - a. any "claim" first made before the effective date of the increase; or
 - b. any "wrongful act" known, before the effective date of the increase, to any Insured or to an "outside organization".
5. If, after the inception date of this form, any limit of insurance is reduced, such reduced limit applies to any "claim" first made after the effective date of the reduction, regardless of whether or not any Insured or an "outside organization" had prior knowledge of the "wrongful act" upon which the "claim" is based.

V. INSUREDS

The following are Insureds under this form:

1. If the "Named Insured" is:
 - a. An association:
 - i. the association; and
 - ii. any "director" or "officer" of such association, but only with respect to duties as a "director" or "officer".
 - b. A trust:
 - i. the trust; and
 - ii. any "trustee" of such trust, but only with respect to duties as a "trustee".
 - c. A "not-for-profit organization" not described in V. 1. a. or b.:
 - i. the organization; and

- ii. any "director" or "officer" of such organization, but only with respect to duties as a "director" or "officer".
2. Any "subsidiary" that is acquired or created during the policy period, subject to:
 - a. if the proportion of the assets of such "subsidiary" to the total assets of the "Named Insured" is 33% or less, the "Named Insured" notifying the Insurer in writing about the acquisition or creation by the end of the policy period in which the "subsidiary" was acquired or created;
 - b. if the proportion of the assets of such "subsidiary" to the total assets of the "Named Insured" is more than 33%, the "Named Insured" notifying the Insurer in writing about the acquisition or creation within 60 days or, if sooner, by the end of the policy period in which the "subsidiary" was acquired or created;
 - c. the "Named Insured" giving the Insurer any information about such "subsidiary" that the Insurer reasonably requests;
 - d. the "Named Insured" paying any extra premium required by the Insurer as a result of the acquisition or creation of such "subsidiary";
 - e. this form not applying to:
 - i. any "claim" first made against such "subsidiary" or its "directors" or "officers" before the date of acquisition;
 - ii. any "wrongful act" alleged to have been committed by such "subsidiary" or its "directors" or "officers" before the date of acquisition and which could reasonably be expected to result in a "claim".
 3. Any "employee" or "volunteer worker" who is not also an "officer" of the "Named Insured".
 4. The "spouse" of any Insured individual described in V. 1. a. ii., b. ii., c. ii. or V. 3., but only if:
 - a. such "spouse" is named as a co-defendant in any "claim" to which this form applies; and
 - b. such "spouse" is so named only because of:
 - i. being the "spouse" of the Insured individual; or
 - ii. having an ownership interest in property whose recovery is sought in the "claim".
 5. If an Insured individual dies or is declared incompetent, insolvent or bankrupt:
 - a. any person or organization having lawful temporary custody of the property of that Insured, but only:
 - i. with respect to liability arising from any "wrongful act" for which insurance is provided by this form; and
 - ii. until a legal representative for that Insured has been appointed; and
 - b. the legal representative of that Insured, but only with respect to duties as such.

VI. DEFINITIONS

Wherever used in this form and its conditions and endorsements attached to this policy:

1. "abuse" means any act or threat involving corporal punishment, harassment, molestation or any other form of emotional, mental, physical, psychological or sexual abuse.
2. "administration" means:
 - a. giving advice or information to an "employee" or the beneficiaries or dependents of an "employee" with respect to eligibility for or scope of benefits;
 - b. handling records of benefits; and
 - c. effecting, continuing or terminating the participation of an "employee" for benefits.
3. "bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "claim" means any:
 - a. written demand for monetary "damages" or non-monetary relief ;
 - b. civil proceeding begun by the issuance of a specific pleading;
 - c. criminal proceeding begun by the laying of information or the return of an indictment;
 - d. formal administrative or regulatory proceeding begun by the filing of a notice or order; or
 - e. alternative dispute resolution proceeding.

"Claim" includes all appeals arising from any of these.
5. "costs" means all:
 - a. expenses, other than loss of earnings, incurred by any Insured in the investigation and defence of "claims" to which Insuring Agreement I. 2. applies and any consequent appeals;
 - b. premiums payable on:
 - i. bonds to release attachments with respect to any such "claims"; and
 - ii. appeal bonds required for any defended such "claims"
 for an amount not exceeding the limit of insurance, but without any obligation on the Insurer to issue such bonds.
6. "coverage territory" means Canada and the United States of America (including its territories and possessions).
7. "damages" means a monetary judgment or settlement to which Insuring Agreement I. 1. applies.
8. "derivative demand" means a written notice to the "Named Insured", an "outside organization" or the "directors" of either, as described in section 251 (2) (a) of the Canada Not-for-profit Corporations Act, of a complainant's intention to apply to a court under section 251 of the Canada Not-for-profit Corporations Act for leave to:
 - a. bring an action in the name of the "Named Insured" or "outside organization"; or
 - b. intervene in an action to which the "Named Insured" or "outside organization" is a party for the purpose of defending, discontinuing or prosecuting such action.
9. "director" means any person who was, now is, or shall become a corporate director or a de facto corporate director. It includes any person who is no longer a corporate director at the time of the discovery of a "wrongful act" giving rise to a "claim" under this form, but who was such at the time when the "wrongful act" upon which the "claim" is based was committed.

10. "employee" means any person:
- a. i. while in the regular service of the "Named Insured" at the time of the "wrongful act";
 - ii. whom the "Named Insured" compensates by salary, wages or commissions; and
 - iii. whom the "Named Insured" has the right to govern and direct in the performance of such service;
 - b. leased to the "Named Insured", at the time of the "wrongful act", by a labour leasing organization to perform duties related to the conduct of the business of the "Named Insured"; or
 - c. engaged, at the time of the "wrongful act", to:
 - i. substitute for a permanent employee of the "Named Insured" who is on leave; or
 - ii. meet seasonal or short-term workload conditions.
- "Employee" does not include:
- (a) any broker, factor, commission merchant or consignee;
 - (b) any contractor or subcontractor; or
 - (c) any other agent or representative of the same general character.
11. "employee benefits program" means a program administered by or on behalf of the "Named Insured" that provides any of the following exclusively for the benefit of each eligible "employee" of the "Named Insured":
- a. i. accident insurance, dental insurance, health insurance, hearing care insurance or vision care insurance;
 - ii. pension plan or savings plan;
 - iii. profit-sharing plan, stock ownership plan or stock subscription plan;
 - iv. sick leave entitlement;
 - b. i. disability benefits or social security benefits;
 - ii. employment insurance or unemployment insurance;
 - iii. workplace injury benefits;
 - c. i. "employee" assistance plan;
 - ii. health club subsidy or transportation subsidy;
 - iii. leaves of absence or vacation entitlements; or
 - iv. tuition assistance.
12. "employment practices" means:
- a. refusal of employment;
 - b. termination of employment; or
 - c. any other employment-related practices, policies, procedures, acts or omissions, including but not limited to coercion, compensation, demotion, defamation, discipline, discrimination, evaluation, harassment, humiliation, reassignment or work allocation.
13. "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
14. "fungi" includes, but is not limited to:
- a. any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic or toxigenic; and
 - b. any substance, vapour or gas produced by or emitted or arising from any fungi or "spores" or resultant allergens, mycotoxins or pathogens.
15. "interrelated wrongful acts" means "wrongful acts" that have, as a common nexus, any:
- a. cause, circumstance, event, fact, individual, situation or transaction; or
 - b. series of causally or logically connected causes, circumstances, events, facts, individuals, situations or transactions.
16. "Named Insured" means:
- a. any Insured named on the "Policy Declarations"; and
 - b. any "subsidiary" that exists at the beginning of the policy period.
17. "not-for-profit organization" means any not-for-profit organization as described in section 149 (1) of the Income Tax Act (Canada).
18. "nuclear energy hazard" means the explosive, radioactive, toxic or other hazardous properties of "radioactive material".
19. "nuclear facility":
- a. means:
 - i. any apparatus designed or used to:
 - (a) sustain nuclear fission in a self-supporting chain reaction; or
 - (b) contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - ii. any equipment or device designed or used for:
 - (a) separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
 - (b) processing or packaging waste "radioactive material";
 - iii. any equipment or device used for the alloying, fabricating or processing of plutonium, thorium and 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:
 - (a) 25 grams of plutonium or uranium 233 or both; or
 - (b) 250 grams of uranium 235; or
 - iv. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material".
 - b. includes:
 - i. the site on which any of such apparatus, equipment, device, structure, basin, excavation, premises or place is located;
 - ii. all operations conducted on such site; and
 - iii. all premises used for such operations.
20. "officer" means any person who was, now is, or shall become a corporate officer or a de facto corporate officer. It includes

any person who is no longer a corporate officer at the time of the discovery of a "wrongful act" giving rise to a "claim" under this form, but who was such at the time when the "wrongful act" upon which the "claim" is based was committed.

21. "oppression remedy demand" means an order or other remedy sought under section 253 of the Canada Not-for-profit Corporations Act.
22. "outside organization" means any legally-constituted "not-for-profit organization", other than the "Named Insured" or a "subsidiary".
23. "personal and advertising injury" means injury arising from one or more of the following offences:
 - a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of the owner, landlord or lessor;
 - d. oral or written publication, in any manner, of material that:
 - i. libels or slanders a person or organization;
 - ii. disparages a person's or organization's goods, products or services; or
 - iii. violates a person's right of privacy;
 - e.
 - i. the use of another's advertising idea; or
 - ii. infringing upon another's copyright, slogan or trade dress in an advertisement.
24. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any attached supplementary pages or schedules.
25. "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
26. "property damage" means:
 - a. physical loss of or damage to tangible property, including resultant loss of use of that property; or
 - b. loss of use of tangible property that is not physically lost or damaged.
27. "radioactive material" means:
 - a. neptunium, plutonium, thorium and uranium, including their derivatives and compounds; or
 - b. radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute or any law amending such act, law or statute as being:
 - i. prescribed substances capable of releasing atomic energy; or
 - ii. required for the application, production or use of atomic energy.
28. "spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by or emitted or arising from any "fungi".
29. "spouse" means either of two people who:
 - a. are married to each other; or
 - b. have lived together in a conjugal relationship outside marriage:
 - i. continuously for a period of not less than 3 years; or
 - ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child.
30. "subsidiary" means any "not-for-profit organization" for which the "Named Insured" is legally entitled to appoint the majority of "directors" or "trustees".
31. "terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing and government or instilling fear in the public or a section of the public.
32. "trustee" means any person who was, now is, or shall become a trustee or a de facto trustee. It includes any person who is no longer a trustee at the time of the discovery of a "wrongful act" giving rise to a "claim" under this form, but who was such at the time when the "wrongful act" upon which the "claim" is based was committed.
33. "volunteer worker" means any person who, at the time of the "wrongful act":
 - a. is not an "employee";
 - b. donates work to the "Named Insured";
 - c. acts at the direction of and within the scope of duties determined by the "Named Insured"; and
 - d. is not paid a fee, salary or other compensation (other than out-of-pocket expenses) by the "Named Insured" or anyone else for the work performed for the "Named Insured".
34. "wrongful act" means:
 - a. any actual or alleged error, omission, negligent act, misstatement or misleading statement, breach of duty or neglect of duty by any Insured in the discharge of their duties individually or collectively; or
 - b. any matter claimed against any Insured solely by reason of their positions with the "Named Insured" or an "outside organization".