

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**McGill UNIVERSITY**

**AND**

**THE MCGILL LAW STUDENTS'  
ASSOCIATION INC./L'ASSOCIATION DES  
ÉTUDIANTS ET ÉTUDIANTES EN DROIT  
DE L'UNIVERSITÉ MCGILL INC.**



**MEMORANDUM OF AGREEMENT made and entered into at the City and District of Montreal,  
Province of Quebec**

**BETWEEN**

**McGill UNIVERSITY**, a University duly constituted by charter, having its principal office at 845 Sherbrooke Street West, in the City and District of Montreal, Province of Quebec,

(Hereinafter referred to as the "University")

**AND**

**THE MCGILL LAW STUDENTS' ASSOCIATION INC./ L'ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN DROIT DE L'UNIVERSITÉ MCGILL INC.** Having a place of business at 3644 Peel Street in the City and District of Montreal, Province of Quebec,

(Hereinafter referred to as "the Association")

**WHEREAS** the University recognizes that the Association is the exclusive representative of the undergraduate student body at its Faculty of Law; and

**WHEREAS** the University and the Association wish to enter into an agreement respecting various matters including the assessment and collection of fees from students and the operation of University accounts for such fees; and

**WHEREAS** the Association is a non-profit organization whose main purpose is to organize and support activities, offer and manage services and represent the interests of law students; and

**WHEREAS** a referendum of members of the Association approved the collection of fees for its operating expenses and the support of its activities; and

**WHEREAS**, on the basis of said referendum, the Board of Governors of McGill University approved the collection of fees from members of the Association for said purposes; and

**WHEREAS** the Association was incorporated in 1993 by Letters Patent issued pursuant to Part III of the Companies Act (Quebec) [NEQ: 1148672802]; and

**WHEREAS** the University and the Association wish to enter into a new agreement in replacement of the previous agreement;

**NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:**



1. **COLLECTION OF ASSOCIATION FEES**

- 1.1 Subject to the approval of the Board of Governors of the University, the University shall collect in each of the fall and winter sessions during the term of the present Agreement all fees from students duly registered at the University and assessed by the Association, such fees (the "Association Fees") to be used by the Association for its operating expenses and the support of the Association. The current Association Fee Schedule appears as Appendix A hereto.
- 1.2 The Association Fees shall be included in the total student fee assessed by the University in respect of students and all University regulations pertaining to the assessment and collection of fees shall apply thereto.
- 1.3 The Association Fees shall be distributed yearly as follows:
- The **first distribution** of the Association Fees shall be paid to the Association on **September 15** and shall reflect fee assessments from June 1 to August 31st.
  - The **second distribution** of the Association Fees shall be paid on **November 15th** and shall reflect the balance of the Fall Term assessments as at October 31st. There shall be no holdback of fees for either of these remittances.
  - The **third distribution** of the Association Fees shall be paid on **February 15th** and shall reflect the Winter Term fee assessments as at January 31st. An amount equal to 10% of the amount to be paid as the third distribution shall be held back by the University to account for changes in student registration occurring from February 1st to May 31st.
  - The **final distribution** of Association Fees shall be paid on **June 15** and shall reflect the assessment as at May 31st, less the 1% fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 1.4) and any other amounts owed to the University as at May 31st.
- 1.4 No charges shall be levied by the University for the collection of the Association Fees; however, the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. At the request of the Association, the University shall provide the Association with information on the level of bad debt resulting from its members.
- 1.5 Upon prior written agreement of the parties, Association Fees may be credited to an internal account of the University.
- 1.6 No adjustments to the Association Fees shall be applied or, collected or distributed by the University unless they are consistent with all University procedures and regulations pertaining to the assessment, collection and distribution of fees, and the Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required, by the Association's constitution for fee adjustments, by the University and by applicable law, have been followed.

- 1.7 All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning) by **April 1** for implementation in the Fall term and by **November 20** for implementation in the Winter term.

## 2. ACCOUNTING SERVICES

- 2.1 The University shall provide certain accounting services to the Association for an Annual Administrative Fee in accordance with the schedule contained in **Appendix B**. This fee is subject to an annual review by the University. The services to be provided on Minerva will include the following:

2.1.1 Monthly trust fund statements indicating fee revenues, distributions and expenses resulting in year to date totals.

2.1.2 Provision of regular lists on the Association's membership on a scheduled basis; weekly in August/September and monthly the remaining months.

The Association shall request security access at the beginning of their mandate to access Minerva reports. The President of the Association must authorize all requests for access, and should the President require access, then two vice-presidents of the Association must authorize his/her request. Security authorization to Minerva reports shall terminate each year on June 15<sup>th</sup>. Employees of the Association who have been given access may keep their access upon confirmation by the current year's President.

- 2.2 Should the Association require any other lists, data sets or any other type of information on their membership or its trust fund statements not already provided for in article 2.1 above or elsewhere in this Memorandum of Agreement, the University shall give effect to the request to the extent allowed by law and subject to the payment of an appropriate fee, and upon reasonable prior notice of at least three (3) calendar weeks sent to the Director, Student Accounts Office. This fee will be identified prior to fulfilling the request. The University is subject to the provisions of the Québec *Act Respecting Access to Documents held by Public Bodies and the Protection of Personal Information* and therefore reserves the right to refuse to give effect to a request.

- 2.3 Notwithstanding article 2.1, should any programming changes be required to be performed by the University's Network Communications Services ("NCS") at the request of the Association, the University reserves the right to charge the Association the established hourly rate for the work to be performed.

- 2.4 The University will not draw any funds from the account maintained by the University for the use of the Association or from the fees collected by the University for the Association without the Association's prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto.

### 3. LOANS AND GRANTS

The Association may apply to the University from time to time for loans and grants in aid of activities or projects, the granting of which shall be in the sole discretion of the University.

### 4. INSURANCE

- 4.1 The Association shall ensure that its officers and employees are covered under the terms of an Employee Dishonesty Policy with a reputable licensed insurer, to maintain such policy in force at all times during the term of the present Agreement, and to provide the University each year with a copy of such policy.
- 4.2 The Association shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, comprehensive general liability insurance including but not limited to libel, slander, defamation of character, loss of property damages and personal damages, and shall name the University as Additional Insured.
- 4.3 The Association shall provide evidence of coverage upon execution of the Agreement and annually thereafter to the McGill Risk Management and Insurance Office. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate, as the case may be.
- 4.4 The Association shall hold harmless the University, its officers, employees and agents of and from any and all suits, claims or demands, and reasonable costs and expenses that may arise by reason of the operation of activities of the Association, or any act, neglect, omission of the Association, its directors, officers, employees, agents or persons engaged or retained by it.

### 5. MAINTENANCE AND AUDITING OF ACCOUNTS

- 5.1 All financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 5.2 The Association shall provide the Deputy Provost (Student Life and Learning) with a copy of its annual audited financial statements within 120 calendar days of each financial year end. The Association's financial year end is April 30.
- 5.3 Upon reasonable notice from the University, and upon reasonable cause, the Association shall make available for audit at no cost to the Association all documents relating to:
  - (a) current contracts and expenditures;
  - (b) projected contracts and expenditures; and
  - (c) books, records and accounts.
- 5.4 The Association shall engage the services of a reputable auditing firm or chartered accountant in good standing with the **Order of Chartered Accountants of Québec** to prepare the Association's annual financial statement. The Association shall advise the University of the

name of the auditing firm or chartered accountant. In the event the University does not find that firm or the chartered accountant acceptable, the Association shall appoint another firm or chartered accountant acceptable to the University.

## 6. USE OF THE MCGILL NAME OR EMBLEM

- 6.1 The Association recognizes that the University is the owner of the intellectual property in the word "McGill" and the McGill trademarks which are duly protected by the *Trademarks Act*.
- 6.2 On a nonexclusive basis and solely in connection with its activities related to its role as a student association and in accordance with this Agreement, the University hereby grants the Association the right to use the word "McGill" in its name "**THE MCGILL LAW STUDENTS' ASSOCIATION INC. / L'ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN DROIT DE L'UNIVERSITÉ MCGILL INC.**".

The present grant is not assignable.

- 6.3 The University's trademarks and emblems may not be used in connection with the Association's name or logo which shall be distinct from that of the University's.

A copy of the Association's approved logo and trademark appears in **Appendix D**. Any change to the Association's approved logo or trademark shall be submitted in advance for confirmation by the Deputy Provost (Student Life and Learning) that the proposed new logo or trademark conforms to the terms and conditions set out in this section. The Deputy Provost (Student Life and Learning) shall provide a written response following the Association's submission. Approval shall form an amendment to this agreement.

- 6.4 On a non-exclusive basis, for the term of this Agreement and in accordance with its conditions, the University hereby grants approval of the names of the Association's groups, clubs or services ("the Groups") as they appear in **Appendix G** and subject to the following conditions:

- (i) The Association and its Groups shall respect the rights of the University as owner of the trade name and trade mark "McGill" and shall comply to the conditions set out in this agreement;
- (ii) The Groups shall use the names as they appear in **Appendix G** and shall adhere to the conditions set out in **Section 6** and the **Recitals of Appendix G**;
- (ii) Where permission to use the McGill name is granted, McGill may withdraw such permission at any time and for whatever reason, subject to notice and discussion with the Association.
- (iii) In all of their activities, advertisements and websites, the Association and Groups shall include the following notice prominently on advertisements and websites and shall identify themselves or their activity as either:



*A [e.g. club, service, activity] of the LSA (Law Students' Association)", an undergraduate students' association at McGill University"*

*or*

*"Operated by the LSA (Law Students' Association), an undergraduate students' association at McGill University."*

- 6.5 Neither the Association, nor any of its Groups, shall use or integrate the name, logo, emblems or trademarks of the University with the name, emblems or trademarks of the Association or Groups.

For **event-specific permission** to use the name, emblems or trademarks of the University, the Association shall obtain express prior written permission from the Secretary-General of the University in accordance with this Agreement. Permission shall be granted at the University's discretion and, where granted, is time-limited and not assignable. McGill reserves the right to withdraw such permission at any time and for whatever reason.

- 6.6 The Association shall provide the Deputy Provost (Student Life and Learning) with an updated **List of Groups**.

Notwithstanding, any change to the **List of Groups** appearing in **Appendix G** (including any additions or deletions, or changes to a Group's name or to its described activity) shall be brought to the attention of the Office of the Deputy Provost (Student Life and Learning). The change shall be confirmed by the Deputy Provost (Student Life and Learning) after receiving the notice of change

- 6.7 The Association acknowledges and accepts that going forward (effective June 1, 2013) any new Group of the Association shall adopt a name in one of the **Approved Forms for Group Names**, as set out in the category of activity in accordance with the **Recitals in Appendix G**, and approved by the University

## **7. CONTRACTS AND LEGAL PROCEEDINGS**

- 7.1 Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.
- 7.2 Neither party shall enter into nor execute any cheques, contracts, documents, instruments, receipts, leases or other agreements in the name of the other party or in any way engage the liability of the other party thereon by any other means.
- 7.3 The Association shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.
- 7.4 Should any legal proceedings or claims be taken or made against one party as a result of an act of the other, the said legal proceeding or claims shall be immediately referred to the other party, which shall deal with it in a timely manner and at its own expense. Any costs or expenses incurred by the party for such legal proceedings or claim including, inter alia, any legal fees, condemnation, order, settlement, interest, judicial and extra judicial fees and costs, shall be entirely at the charge of the other party.

- 7.5 Either party shall have the option of engaging its own legal counsel to intervene in any legal proceedings in respect of the other party where its interests are involved. In such a case, all expenses, extra judicial fees and disbursements shall be borne exclusively by the party which has invoked this option.

## 8. **RIGHT TO SET OFF**

- 8.1 Should the University, following due notice to the Association, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the Association, or should the Association be in any way indebted to the University, the University is authorized to collect or set off the said amount against the funds paid or payable to the Association hereunder.
- 8.2 In accordance with the present Agreement:
- a) The University must provide the Association with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.
  - b) The Association shall have thirty (30) working days (or 60 calendar days between period May 1st and August 31st) after the receipt of such notice in which to resolve and/or remedy the matter.
  - c) The University shall exercise its best effort to inform the Association as soon as possible within the same budget year (defined as the period June 1<sup>st</sup> to May 31<sup>st</sup>) of any charges, costs, expenses, debts and claims on the part of the Association under this clause.

## 9. **LIQUOR PERMITS**

The Association shall apply for and maintain in its name necessary liquor permits for any event, it and any of its clubs or groups, may hold from time to time for its own purposes.

- 9.1 The Association recognizes and reaffirms its commitment to respect article 39 of the *Québec Act Respecting Liquor Permits (chapter P-9.1)* that specifies the Association may only hold **reunion class liquor permits**, as defined in article 33 of the Québec Act Respecting Liquor Permits (chapter P-9.1), for events held within University buildings or anywhere on University property. The hosting of such events is subject to prior express approval of the University and to such other conditions as set by the University from time to time.
- 9.2 The Association shall exercise its permits in accordance with all laws, municipal and government regulations and well as all internal requirements and policies of the University and appropriate standards of conduct, that include, but are not limited to, those relating to:
- (a) hosting on campus events only in approved University locations;
  - (b) advertising these campus events, and the cost of alcohol, in accordance with the law;
  - (c) purchasing, storing (as applicable) and serving the alcoholic beverages at these events in accordance with the law;

- (d) adhering to all requirements with respect to building, fire, security and room capacity, and other legal requirements and University regulations as well as appropriate standards of conduct.

For greater clarity, the Association:

- i. may not extend the Association's reunion permits granted for events within the Association designated premises to events occurring in other University buildings or on other University premises;
  - ii. may not serve beer from kegs;
  - iii. may not serve beer and other alcoholic beverages in cans or bottles but in plastic cups; and
  - iv. shall comply with such other conditions as set by the University from time to time.
- 9.3 The Association shall ensure that the events hosted by the Association include activities that allow members to socialize without requiring the purchase or consumption of alcohol for participation in the activity or event.
- 9.4 The Association shall hold harmless the University for any and all claims, fees or fines arising from its exercise or omission to exercise its rights and duties under such permits and as host of these events.

## 10. **REPRESENTATIONS OF THE ASSOCIATION**

10.1 The Association represents warrants and covenants that:

- 10.1.1 the charter documents, constitution and by-laws of the Association consist entirely of the documents remitted to the University concurrently with the execution of the present Agreement and which appear as **Appendix C**. The Constitution and By-laws of the Corporation are provided for reference purposes. The parties agree that no clause in the Constitution or By-laws shall modify or supersede this Agreement.
- 10.1.2 a referendum of the Association members has been duly held in accordance with its constitution approving the existing Association Fees and such referendum continues to bind the Association and its members;
- 10.1.3 it has amended its policies and procedures to provide for conflict of interest provisions respecting the hiring of employees, contracts with related parties and the administration of its affairs;
- 10.1.4 it is and shall maintain its status as a corporation under Part III of the *Quebec Companies Act* whose membership is limited to persons enrolled in the undergraduate law program of the University including those registered as full-time, part-time, visiting and exchange students;

- 10.1.5 undergraduate students registered at the University are entitled to membership but no member may act as Director or Officer of the Association while subject to any disciplinary measure under the ***Handbook of Students Rights and Responsibilities*** that has the effect of removing the student status.
- 10.1.6 all financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 10.2 The Association shall provide the Deputy Provost (Student Life and Learning) annually with:
- i. a copy of the Association's **annual Declaration of Incorporation** as proof that the Association has maintained its incorporated status;
  - ii. a copy of the Association's **annual audited Financial Statements** prepared in accordance with Article 5 herein;
  - iii. a copy of the **annual Certificate of Insurance** obtained in accordance with Article 4 herein;
  - iv. a copy of a complete **up-to date Appendix G** as at September 30th, listing all Association, clubs and services for the following academic year in accordance with Article 6 herein and the Recitals appearing in Appendix G by Sept 30<sup>th</sup>, and
  - v. any changes to the documents remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change.

## **11. EVENT OF DEFAULT**

11.1 Each of the following shall be considered an event of default:

- 11.1.1 when either the Association or the University breaches a term or condition of the present agreement or of any other agreement between the Association and the University;
- 11.1.2 when the Association violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear at [www.mcgill.ca](http://www.mcgill.ca) and in particular those in the University Administrative Handbook located at <http://www.mcgill.ca/adminhandbook/>;
- 11.1.3 when, in the course of or subsequent to an audit, the Association's auditor reports on material fraud, error or misstatement of the books or financial records of the Association;
- 11.1.4 when the Association ceases to operate, dissolves, modifies its status, makes any general assignment for the benefit of the creditors, takes the benefit of any insolvency or bankruptcy act or if a receiver or trustee be appointed for the property of the Association or any part thereof.

- 11.2 In the event of default, either party shall be entitled to written notice of default and upon receipt of such notice, shall have 30 working days (or 60 calendar days between the period May 1st and August 31st) within which to remedy such default.
- 11.3 In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 11.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 11.2.
- 11.4 Submission to arbitration shall be made in accordance with the provisions of the Quebec Code of Civil Procedures (Sections 940 and following) to one arbitrator chosen by the parties. The fees and expenses of the arbitrator shall be shared equally between the parties.
- 11.5 Any condition of default shall be subject to a prescription period of three (3) years.
- 11.6 The parties agree that it is in their best interest to resolve any dispute amicably. The parties agree to engage in an open and respectful dialogue between the Deputy Provost (Student Life and Learning) and the President of the Association with the aim of arriving at an amicable resolution of the dispute.

## 12. **REMEDIES**

- 12.1 Upon the confirmation of the occurrence of a default by either party, in accordance with section 11, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.
- 12.2 Upon the confirmation of the occurrence of an event of default by the Association, in accordance with section 11, the parties agree that funds assessed by the University for the Association shall be allocated to an interim trust fund ("Trust Fund") in the name of the Association. The Trust Fund shall be administered by the University and overseen by a committee of five (5) individuals comprising of two University representatives, two Association representatives and chaired by a person selected by agreement of the parties. The Committee shall oversee the administration of the Trust Fund until such time as the Association has been restructured and reinstated, or the default corrected.
- 12.3 It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.

## 13. **STUDENT PUBLICATIONS**

- 13.1 The University recognizes that the Association's role as a representative body of students may necessitate the publication of newspapers, newsletters and periodicals directed toward its members and distributed on main campus. Thus, the Association may distribute, at no cost, publications ("Publications"), including but not limited to the *Quid Novi*
- 13.2 For each Publication, whether in print or in electronic form, the following shall apply

- 13.2.1 The Association shall display on the title page of the *Quid Novi*, the Association's logo and the name of the Publication with the following notice appearing immediately below the Publication's name:

*"Published by the McGill Law Students' Association"*

- 13.2.2 *The Quid Novi* shall also contain the following notice on the second page in at least 9-point font:

*"Quid Novi is published by the McGill Law Students' Association, a student society of McGill University. The content of this publication is the sole responsibility of the McGill Law Students' Association and does not necessarily represent the views of McGill University."*

- 13.2.1 The Publications may not display the McGill name, crest or logo in its masthead or integrated in any way with the name or logo of the Publication.

- 13.3 The parties recognise that the editorial, reporting and advertising content of the Publication is the sole and exclusive responsibility of the Association. For greater certainty, the parties acknowledge that the University shall not be responsible or liable for the editorial, reporting or advertising content of the Publications.

- 13.4 The Association may distribute the Publication as follows:

- 13.4.1 The list of **Approved Campus Locations** appears in **Appendix E**.

- 13.4.2 The list of **Approved Off-Campus Locations** appears in **Appendix E**.

- 13.4.3 Off-campus distribution of the Publication is permitted under the following conditions:

- (a) no off-campus distribution is permitted without the prior written permission of the manager of those off-campus locations and the authorization from the Deputy Provost (Student Life and Learning);
- (b) no off-campus distribution shall be permitted in public places including sidewalk boxes;
- (c) authorization of the Deputy Provost (Student Life and Learning) is revocable upon demand.

- 13.4.4 No changes shall be made to the list appearing as **Appendix E** without the prior approval and authorization of the Deputy Provost (Student Life and Learning).

- 13.5 The Association shall notify the Deputy Provost (Student Life and Learning), in writing, of any change to the Locations listed in **Appendix E**. Such notification must occur prior to distribution. Any violation of these terms may be considered an event of default.

- 13.6 Notwithstanding the generality of the foregoing, the permission granted to the Association under this Agreement does not extend to the distribution of commercial flyers and

advertisements for third parties, either placed loosely within the Publication or distributed with the Publication (whether or not placed on the newsstands), which is strictly prohibited.

- 13.7 It is understood that subject to the provisions in this Agreement, the Association is permitted to produce and distribute to its members at no cost, Association brochures and agendas.

#### 14. **BUSINESS ACTIVITIES**

The following are the general principles governing the business activities of the Association:

- 14.1 The Association is permitted to engage in the revenue-generating activities on the University premises as listed in **Appendix F**.
- 14.2 The Association must receive the University's prior written approval for changes in the use of University space for revenue-generating activities as listed in **Appendix F**.
- 14.3 The Association must have the University's prior written agreement in signing any contracts or agreements with external parties, for Association's business purposes that lead to the use of University space and/or facilities by such external parties.
- 14.4 When University space and/or facilities are used for business activities, the University must be reimbursed appropriately for the costs associated with the use of such space and/or facilities; these may include but not be limited to the payment of electricity, janitorial and maintenance charges. The University shall provide the Association details and documents of such charges, upon request.
- 14.5 Any University space or facilities used for business activities may be subject to a lease arrangement which may include the payment of rent.
- 14.6 The University and the Association will undertake to discuss contracts or agreements with external third parties regarding certain business activities which may lead to the recovery of costs for the University as well as generate sufficient income to the benefit of both the University and the Association.
- 14.7 All costs, taxes and fees associated with the use of the space and/or facilities by the Association that may become due is the responsibility of the Association.

#### 15. **LOCATION**

- 15.1 In accordance with its status as a student association, the University shall provide the Association with a room at no charge which shall constitute an office from which to conduct its activities. The location of this room shall be on or around the Faculty of Law and shall constitute the Association's principal premises.
- 15.2 The University further grants to the Association the use of the University space and/or facilities which appears in **Appendix F** at no charge for the term of this Agreement and for

the stated purpose. No change may be made to the use of the space and/or facilities without the express prior approval of the Deputy Provost (Student Life and Learning).

- 15.3 Any request for additional space shall be made to the Deputy Provost (Student Life and Learning) and shall be subject to availability and may be evidenced by a separate lease agreement between the parties. All such space shall be confirmed in writing by the Deputy Provost (Student Life and Learning) whose confirmation shall constitute an amendment to this Agreement.
- 15.4 The University reserves the right to bill the Association for any extraordinary cleaning or repair necessitated as a result of an Association-sponsored activity in University premises listed in **Appendix F**.
- 15.5 All costs, taxes and fees associated with the use of the space and/or facilities by the Association that may become due is the responsibility of the Association.

## 16. **FOOD SERVICES**

For the term of this agreement the Association shall not operate nor manage, whether directly or under contract, vending machines and/or food counters. It is the University's intention to continue operation of a food counter in the Faculty of Law for the duration of the present agreement, and shall consult with the Association on any change to the food provider or to any of the services to be rendered.

## 17. **TELEPHONE, MAIL AND E-MAIL**

As long as the Association is located in a University building, the Association shall be entitled

- 17.1 to purchase telephone services from the University, including the "398" exchange number, long distance services, internal switching and University directory listings. No equipment other than that provided by McGill Network and Communications services may be attached to lines provided by McGill.
- 17.2 to purchase backbone connectivity and Internet access for their computers. This does not include a right to web casting. This may be subject to a separate agreement.
- 17.3 to use the University's e-mail system subject to the Association, its employees, officers and volunteers, respecting University policies, including but not limited to, the ***Policy on Responsible Use of McGill Information Technology Resources***.
- 17.4 use the University's mailing system, including internal delivery. The Association shall pay for all costs associated with the use, including but not limited to, the cost of external mail sent through the University mailing system.
- 17.5 subject to the conditions set out in Articles 6 and 13, the University grants the Association the right to use "McGill" within its domain name <http://www.lsa.mcgill.ca/> within the Associations' own independent interactive website.



17.6 The Association shall pay for all costs associated with the integration and the use of these systems, as well as wireless internet service, as set from time to time.

17.7 Integration in these University systems is a privilege, which may be revoked, should the University reasonably believe that the Association has used any system in a manner contravening McGill's policy. The University shall provide the Association with such reasonable notice, as deemed to be appropriate, prior to revoking any of these systems.

18. **STAFF STATUS**

All staff hired by the Association shall have exclusive Association employment status. The working conditions, including payroll, of the Associations staff shall be determined solely by the Association.

19. **TEXTBOOKS AND CASEBOOKS**

The Association shall not be entitled to sell new or second-hand textbooks or casebooks or other course material unless authorized by the University Bookstore.

20. **TERM AND REVIEW**

The term of the present agreement is **five (5) years beginning on June 1<sup>st</sup>, 2014 and ending on May 31<sup>st</sup>, 2019**. Nine (9) months prior to the expiration of the term, the parties shall review in good faith the terms and conditions with a view to renew on a mutually agreeable basis. In the event the parties are unable to agree on the terms of renewal, the terms of the present agreement shall end on **May 31, 2019**.

19. **NOTICE**

Any notice to be given by the present Agreement shall be given to the University at its above-mentioned address to the attention of the **Deputy Provost (Student Life and Learning)**, and to the Association to the attention of its **President** or any available officer should the President not be available.

20. **ENTIRE AGREEMENT**


This present Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations and discussions of the parties.

21. **LANGUAGE**

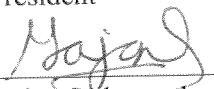
The parties to the present Agreement have requested that the present Agreement and all documents and notices related therewith be drafted in the English language. *Les parties à la présente ont demandé que la présente convention et tout document ou avis y afférent soit rédigés dans la langue anglaise.*

AND THE PARTIES HAVE SIGNED:

**MCGILL LAW STUDENTS ASSOCIATION INC.**


Per:   
Eloise Gagné  
President

January 16<sup>th</sup>, 2014  
date

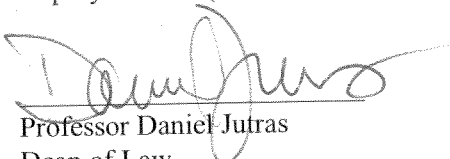
Per:   
Gajan Sathananthan  
Vice-President (Finance)

16/01/2014  
date

**McGill UNIVERSITY**

Per:   
Professor Ollivier Dyens  
Deputy Provost (Student Life and Learning)

15012014  
date

Per:   
Professor Daniel Jutras  
Dean of Law

\_\_\_\_\_  
date

## APPENDIX A

### Association Fee Schedule in accordance with Article 1 of this Agreement

#### 2013-2014

Fund	Charge Code	Amt	Purpose
802851	LSAS	28.61	Law Students' Association
151300	LSAP	45.25	Law Career & Placement Office
802851	LSAR	10	Law Computer Research Facility
151300	LSAC	15	Law Computing Fee
802851	LSJS	5.72	Int'l Jrnal Sustain. Dev. Law
802851	LSIM	5	LSA - Innocence McGill
802851	LSHI	3.5	LSA Human Rights Internship Fund
802851	LSJH	5.5	McGill Journal of Law and Health



## APPENDIX B

### Annual Administrative Fee Schedule in accordance with Article 2 of this Agreement

Amount of Association Fees Collected	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Less than \$99,999	\$400	\$450	\$500	\$550	\$600
\$100,000-\$149,999	\$750	\$800	\$850	\$900	\$950
\$150,000-\$199,999	\$875	\$925	\$1000	\$1125	\$1250
\$200,000-\$249,999	\$1150	\$1200	\$1250	\$1300	\$1365
\$250,000 or more	\$1750	\$1850	\$1950	\$2100	\$2200



## **APPENDIX C**

### **Charter documents, Constitution and By-laws of the Association in accordance with Article 10 of this Agreement**

Includes:

- i. Association Constitution and By-laws
- ii. Copy of the Annual Declaration of Incorporation
- iii. Copy of the Insurance Certificate
- iv. Copy of the Audited Financial Statements





**ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES  
EN DROIT DE L'UNIVERSITÉ MCGILL  
LAW STUDENTS' ASSOCIATION OF MCGILL UNIVERSITY  
CONSTITUTION**

Established March 12, 1912

Revised March 19, 1999

Revised March 23, 2006

Re-enacted March 28, 2008

Revised & Consolidated March 2011

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## **PURPOSE**

The purpose of the Law Students' Association is to represent, inform, and develop the educational, cultural, political, and social interests of its members.

## **DEFINITIONS**

**"Corporation"** means the LSA and is used to emphasize the corporate nature of the LSA for added clarity in individual sections;

**"Faculty"** means the Faculty of Law of McGill University;

**"LSA"** means the corporate body of the students of the Faculty of Law of McGill University, also known as the Law Students' Association of McGill University (LSA)

**"LSA Council"** means the LSA Executive, the Class Presidents, the Student Members (at Large) of Faculty Council and the Law Senator(s);

**"LSA Executive"** means consist of the President, the Vice-President Academic, the Vice-President Administration, the Vice-President Clubs and Services, the Vice-President External, the Vice-President Finance, the Vice-Presidents Internal, the Vice-President Public Relations;

**"LSA Groups"** means all committees, activities and other groups whose funds are administered by the LSA, either according the Constitution and By-Laws or by mutual agreement.

## **PART I: AMENDING THE CONSTITUTION AND BY-LAWS**

1. (1) The LSA may amend the constitution subject to approval of the LSA members in a referendum with a two-thirds (2/3) majority and in which at least ten percent (10%) of LSA members vote;
- (2) The LSA may amend the By-Laws subject to a simple majority vote of LSA Council or a majority vote of LSA members at an Annual General Meeting, Special General Meeting or referendum.

## **PART II: EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

2. The LSA Council adopts these statements of equal opportunity, believing them to be an accurate reflection of the character of its members. They help define the LSA as a cosmopolitan association, in which a diversity of people can learn, participate, and work together.

3. The LSA Council adopts the following statement of equal opportunity:

- a. The LSA affirms that everyone has a right to equal treatment and equal access to services, goods, facilities, accommodation, participation and employment without harassment or unlawful discrimination;
- b. The LSA recognizes that excellence can flourish only in an environment in which its members can work, study and participate free from harassment and unlawful discrimination.;
- c. The LSA affirms the necessity of providing all of its members with equal rights and opportunities;
- d. The LSA obliges itself as a provider of services to ensure, where possible, that all its services are available and accessible to all members;
- e. The LSA recognizes its responsibility for removing barriers that may be presented by organizational complexity, language differences, political differences, cultural insensitivity, racial intolerance, citizenship, and discriminatory attitudes and practices;
- f. The LSA will not tolerate harassment or any unlawful discrimination on any basis, including but not limited to race, creed, colour, national origin, language, political or religious affiliations, sex, sexual orientation, age, class, marital status, family relationship, gender identity, or disability.

4. The LSA Constitution and By-Laws are to be interpreted and applied in a manner that is consistent with the aforementioned declarations.

5. (1) Any allegation of violations under Part II of this Constitution shall be directed, at first instance, to the President. If the allegations are against the President, they should be addressed directly to the Judicial Board.

(2) The President, in conjunction with two Vice-Presidents (selected by the President), shall address the allegation and take appropriate action, in consideration of the wishes of the complainant. Such allegations shall be dealt with in consultation with both parties, and a report presented to the LSA Executive.

### **PART III: LANGUAGE RIGHTS**

6. English and French are the official languages of the LSA.

7. At all meetings of the LSA members may use either official language.

8. The Speaker of LSA Council must be able to conduct meetings in both official languages.

9. Resolutions of the LSA may be adopted in either or both official languages.

10. Official notices pertaining to elections, referenda, budgets of the LSA, nominations and applications as well as any other official notices addressed to the student body at large shall include both official languages.

11. The Constitution and By-Laws of the LSA must be available and shall be equally authoritative in both official languages.

### **PART IV: MEMBERSHIP**

12. (1) The membership of the LSA shall consist of all persons enrolled in the undergraduate law program of the McGill University Faculty of Law. This includes full time and part-time students.

(2) Visiting and exchange students are associate members for the length of their time at McGill.

13. Only members, and not associate members, can hold office or vote in any LSA election, referendum, Annual General Meeting, or Special General Meeting.

14. (1) Any member may withdraw from the Corporation by delivering to the Vice-President Administration a written resignation.

(2) No fees will be reimbursed to individuals who withdraw from the LSA.

### **PART V: MEETINGS OF MEMBERS**

15. The LSA shall hold at least one Annual General Meeting per academic year.

16. (1) The LSA Council shall decide the date of the Annual General Meeting.

(2) Each member of the LSA shall be given written notice of the Annual General Meeting and its preliminary agenda not less than ten (10) calendar days before the meeting by email through the use of electronic listserv.

17. The Annual General Meeting shall consist of:

- a. receiving the annual report of each member of the LSA Executive;
  - b. reviewing the financial status of the Corporation, including but not limited to the balance sheet, general statement of income, and expenditures of the Corporation and all LSA Committees;
  - c. reviewing the report of the auditor or auditors of the Corporation.
18. (1) The Annual General Meeting shall have a quorum of five percent (5%) of all members. Each member of the LSA is allowed only one vote on each issue. No proxy voting is allowed.
- (2) Motions to adopt, repeal or amend By-Laws or resolutions at an Annual General Meeting require a special quorum of ten percent (10%) of all members.
- (3) Any substantive motions must be given at least 48 hours prior to the meeting to the Vice-President Administration
- (4) The Speaker of the LSA Council shall preside over the Annual General Meeting. The Speaker shall not vote at the Annual General Meeting. If no speaker is available, then a member of Judicial Board shall preside.
19. (1) Any item in section 18 that requires approval and does not gain approval at the meeting shall be tabled to a supplementary Annual General Meeting to be held within ten (10) days of the original meeting.
- (2) The members may, if they suspect financial mismanagement, appoint an auditor or auditors for the purpose of auditing and verifying the accounts of the Corporation. The Auditor shall not be a director or an officer of the Corporation.
20. (1) A Special General Meeting may be called at any time during the academic year so long as the Special General Meeting has a predetermined objective.
- (2) A Special General Meeting may be called by the President, two Vice-Presidents, a two-thirds majority of LSA Council or upon written request of not less than ten per cent (10%) of the members of the LSA addressed to LSA Council.
- (3) Within ten (10) days of receiving the Special General Meeting request, a meeting shall be called by the President.
- (4) Each member of the LSA shall be given written notice of the Special General Meeting not less than ten (10) days before the meeting by email through the use of electronic listserv.
- (5) Special General Meetings shall have a quorum of five percent (5%) of all members. Each member of the LSA is allowed only one vote. No proxy voting is allowed.
- (6) Motions to adopt, repeal or amend By-Laws or policies at a Special General Meeting require a special quorum of ten percent (10%) of all members.
- (7) The Speaker of the LSA Council shall preside over the Special General Meeting. The Speaker shall not vote at Special General Meetings. If no speaker, then a member of Judicial Board shall preside.
21. Votes taken at an Annual General Meeting or Special General Meeting shall not compel the disbursement of LSA funds or bring about the impeachment of a member of LSA Council.

**PART VI: THE LSA EXECUTIVE**

22. The LSA Executive shall manage the daily affairs of the Corporation, may hold their meetings *in camera*, as well as fulfill their responsibilities as set out in the By-Laws.
23. The LSA Executive shall be the President, Vice-President Academic, Vice-President Administration, Vice-President Clubs and Services, Vice-President External, Vice-President Finance, Vice-Presidents Internal, and the Vice-President Public Relations.
24. The Signing Officers of the Corporation shall be the President, Vice-President Finance and the Vice-President Public Relations, any two of which shall be required to sign any given instrument of the Corporation.
25. The President shall be the Chief Executive Officer of the Corporation and shall be responsible for managing and supervising the LSA Executive.
26. The LSA Executive shall be the Board of Directors of the Corporation for the purposes of the Régie des Entreprises.
27. The LSA Executive shall have full power and authority to administer and manage the affairs of the Corporation subject to the results of any referendum. It may from time to time appoint committees and sub-committees from amongst its membership or the members at large and may delegate to or vest the same with such powers as may be deemed advisable.
28. Without prejudice to the general powers set out in the Constitution and By-Laws and the powers conferred by statute, it is hereby expressly provided that the LSA Executive shall have the following powers and when applicable, the following responsibilities:
- a. To purchase or otherwise acquire for the Corporation any property, rights, privileges, or securities which the Corporation is authorized to acquire, at such price or consideration and generally on such terms and conditions as they think fit;
  - b. To borrow money upon the credit of the Corporation;
    - i. To issue bonds or debentures and pledge or sell the same for such sums and at such prices as may be deemed expedient;
    - ii. To hypothecate immovable and moveable property or otherwise affect the moveable property of the Corporation;
  - c. To sell, lease or otherwise dispose of any property, real or personal assets, interests or effects of the Corporation for such price or consideration and generally on such terms and conditions as the LSA Executive may think fit;
  - d. To appoint any person or corporation to accept and hold in trust any property belonging to the Corporation or in which it is interested or for any other purpose, and to execute and do all such deeds and things as may be requisite in relation to any such trust;
  - e. To ratify any appointment made by the LSA Executive, at the first meeting following such appointment. In the event that such an appointment is not so ratified, the matter shall be referred back to the LSA Executive, with the reasons for non-ratification clearly stated;
  - f. To adopt a preliminary budget of the Corporation for the academic year before October 30th;
  - g. To exercise a supervisory function over the student members of Faculty Council Committees, LSA Groups, the Chief and Deputy Returning Officers. In this supervisory role, the LSA Executive shall have the authority to remove any of these individuals from their office. Such removal may only be undertaken for the non-performance of duties or misfeasance in office and is subject to ratification by a majority resolution of three-fourths (¾) of LSA Council in order to take effect;

h. To determine the membership fee of each member of the Corporation subject to ratification by the membership in a referendum.

#### **PART VII: INDEMNIFICATION OF LSA EXECUTIVE**

29. Every LSA Executive his or her heirs, legatees, liquidators, assigns, mandataries and other legal representatives, estate and effect, respectively, shall at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- a. all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced, or prosecuted against him or her, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her, in or about the execution of the duties of his or her office; and
- b. all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs, thereof, except such costs, charges or expenses as are occasioned by his or her wilful neglect or default.

#### **PART VIII: LSA COUNCIL**

30. LSA Council shall consist of the President, the Vice-President Academic, the Vice-President Administration, the Vice-President Clubs and Services, the Vice-President External, the Vice-President Finance, the Vice-President Internals, the Vice-President Public Relations, the Student Members (at Large) of Faculty Council, the Class Presidents, and the Law Senator.

31. (1) LSA Council shall invite a Graduate Student Representative Liaison to be present at Council meetings.
- (2) The Graduate Student Representative shall have full speaking rights but shall not have voting rights, and shall not be counted for quorum.

32. Meetings of LSA Council may be called by order of the Council, by the President or by two (2) Vice-Presidents of the LSA on five (5) academic days' notice. Each member of the LSA Council shall be given written notice of any such meeting.

33. (1) LSA Council shall meet at least once between the beginning of classes in the Fall Term and October 15th, and thereafter at least once every two weeks during the period while classes are in session.
- (2) A meeting may only be delayed once by a week by a motion with a two-thirds (2/3) majority of LSA Council.
- (3) If it is clear that quorum will not be reached, the President and the Vice-President Administration may delay the meeting by one week.

34. (1) Members of the LSA Council who will be absent from a meeting of the LSA Council shall give advance notice to the Vice-President Administration, except in circumstances where this is not possible.
- (2) Members of LSA Council who are absent from three (3) or more LSA Council meetings during the academic year shall forfeit their positions unless the reasons for such absences are accepted by motion by a majority of LSA Council.
- (3) Where a member of LSA Council fails to be present at two (2) meetings of LSA Council, the Vice-President Administration shall send that member a notice, without prejudice, alerting him or her that one (1) additional absence may give rise to removal from office pursuant to section 34(2).
- (4) Where a member of LSA Council fails to be present at three (3) meetings of LSA Council, the Vice-President Administration shall send a notice to this party, without prejudice, alerting them to the number of

absences and of the ensuing Council procedures.

35. Quorum shall be two-thirds (2/3) of the voting members of the Board.

36. Resolutions require a simple majority vote of LSA Council. Amendments to the Constitution or By-Laws may be made according to the procedure in section 1 of the Constitution.

37. During the period from May 1st until the first meeting of the newly elected Board of Directors, the powers of LSA Council shall be exercised by the Executive, as is reasonably necessary.

38. In the Winter Term, following the election of the new LSA Council, if possible there shall be a joint meeting between the incoming LSA Council and the retiring LSA Council. At that meeting, the outgoing LSA Executive members shall present their year-end reports.

39. If the office of a member of the LSA Council becomes vacant, the VP Administration shall notify the Chief Returning Officer to initiate a by-election. If there is insufficient time remaining in the Winter Term to warrant the holding of a by-election, the LSA Council shall, by majority vote, appoint a member of the LSA to fill the vacancy on an interim basis, until the next election is held.

#### **PART IX: TERM OF OFFICE OF LSA COUNCIL MEMBERS**

40. The following members of the LSA Council shall be elected in the Winter Term for a period of one year beginning on May 1 of each year and ending on April 30 in the following calendar year:

- a. the members of the Executive; and
- b. subject to section 41, the Class Presidents.

41. The Class Presidents for the first year class and the Student Members (at Large) of Faculty Council shall be elected in the Fall Term for a period beginning on the date of their election and ending on April 30 of the following calendar year.

42. Outgoing LSA Executives shall maintain those residual powers necessary to facilitate a transition between executives during the month of May.

43. The representative of the LSA to the University Senate shall be the student Senator of the Faculty who is a member of the LSA Council for terms correlative to their elected terms.

#### **PART X: LSA COUNCIL SPEAKER AND RULES OF PROCEDURE**

44. (1) The Speaker shall be elected by LSA Council. The election shall be by secret ballot and take place no later than the 15th of October.

(2) The Speaker shall not hold any other position on LSA Council, shall not have voting rights at meetings of the LSA Council, and is not a member of LSA Council.

(3) If no speaker presents, Council may appoint a temporary speaker on a meeting-by-meeting basis. This person shall not vote on any motion, but shall be counted for quorum. LSA Council shall continue to make reasonable efforts to recruit a Speaker as soon as possible.

(4) Up to two (2) deputy speakers may be elected from among those candidates who presented their candidacy but were not elected to the post of speaker. This election shall take place immediately following the election of the Speaker and shall follow the same procedure.

45. The Speaker presides at all meetings of LSA Council. If the Speaker is not present, the Deputy Speaker shall be interim Speaker.

46. To the extent judged necessary by the Speaker, the rules of procedure contained in the most recent edition of Robert's Rules of Order shall be adopted for meetings of LSA Council.

#### **PART XI: THE LSA JUDICIAL BOARD**

47. The Judicial Board shall:

- a. consist of a Chair and two (2) other members, all of whom are members of the LSA;
- b. be independent of LSA Council;
- c. be the final arbiter in matters relating to:
  - i. the interpretation and application of the Constitution of the LSA; and
  - ii. the interpretation and application of all rules and regulations relating to elections, referenda, Annual General Meetings and Special General Meetings of the LSA.
  - iii. The Judicial Board shall resolve disputes and answer questions according to the Constitution and bylaws of the LSA, and any other rules governing the LSA.

48. The Judicial Board shall:

- a. follow the principles of natural justice;
- b. provide written reasons for its decisions within a reasonable time; and
- c. if necessary, establish its own rules of practice and procedure.

49. (1) The decisions of the Judicial Board are final and binding subject to sections 49(2) and 49(3).

(2) The LSA Executive may stay all or part of a judgement of the Judicial Board until the next LSA Council meeting, but only for a serious reason. The LSA Executive shall publicize the serious reason in the Quid Novi and on the LSA website. Council may approve the stay until the next Special General Meeting with a two-thirds majority. If the stay is approved, a Special General Meeting on the topic shall be held at the next possible opportunity.

(3) A judgement of the Judicial Board may be overturned subject to section 1.

50. (1) Any member or associate member of the LSA may refer questions or disputes to the Judicial Board.

(2) Any member or associate member of the LSA has, in accordance with the principles of natural justice, the right to be heard on any matter before the Judicial Board.

(3) No claim of any LSA member or associate member may not be denied on standing, but it may be denied on lack of merit.

51. A member of the Judicial Board may be removed only for the non-performance of Judicial Board duties or misfeasance in office by a majority resolution of three-fourths (3/4) of LSA Council.

#### **PART XII: FINANCES**

52. The fiscal year-end of the Corporation shall be the thirtieth (30th) day of April of each year.

53. All funds collected or earned by LSA Committees are funds of the Corporation.

54. The financial statements and budget of the Corporation shall be available to members of the LSA by written request. This request is satisfied by making a copy of the statements and budget available to be viewed by the



member for a fixed period of time. The member will not receive a permanent copy of the document.

55. All LSA Groups shall have their funds administered through the LSA account, subject to the following:
- The creation of any new account independent of the LSA shall require a majority of no less than two-thirds (2/3) of LSA Council;
  - Any LSA Group's bank account that is independent of that of the LSA may be merged with the LSA accounts by a vote of no less than a two-thirds (2/3) majority of LSA Council, where there is demonstrated mismanagement or another serious and legitimate reason.

### **PART XIII: ELECTORAL OFFICERS**

56. The Chief Returning Officer shall:
- preside over all elections and referenda as provided for in the Constitution and ensure they are conducted in the interests of democracy and fairness;
  - rule in the first instance on protests relating to the elections and referenda filed under the provisions set forth in the Constitution and By-Laws;
  - initiate by-elections for LSA Council vacancies at the request of the LSA Council;
  - present a written report at the Annual General Meeting on the results and integrity of all referenda and elections, if requested by any member of the LSA.
57. The Deputy Returning Officer shall:
- assist the Chief Returning Officer in the performance of electoral duties;
  - replace the Chief Returning Officer should the said Officer is not be able to fulfil his/her duties.

58. Decisions of the Chief Returning Officer or the Deputy Returning Officer may be appealed to the Judicial Board of the LSA.

### **PART XIV: REFERENDA**

59. A referendum may be initiated by a resolution of LSA Council, or by a petition signed by at least ten percent (10%) of the members of the LSA.
60. With respect to referenda, the CRO shall have the following duties and powers:
- call a referendum in accordance with the Constitution;
  - set the dates for campaigning and voting of referenda; and
  - ensure the clarity of all referendum questions and the authenticity of the signatures in a member-organized referendum.
61. (1) A public notice stipulating the referendum question shall be posted at least five (5) academic days in advance of a referendum and shall include the time, date, and place to vote on the referendum question.
- (2) Online voting shall be adopted at the discretion of the Chief Returning Officer in consultation with LSA President.
62. (1) Approval of a referendum question shall require a simple majority voting in a referendum in which at least ten per cent (10%) of the members of the LSA must vote, with a simple majority voting in favour unless otherwise provided for in the Constitution.
63. The results of a referendum are binding and take precedence over decisions of the LSA Executive or LSA Council.

## **PART XV: ELECTIONS**

64. The President, the Vice-President Academic, Vice-President Administration Vice-President Clubs and Services, Vice-President External, Vice-President Finance, Vice-Presidents Internal, Vice-President Public Relations and the Student Members (at Large) of Faculty Council shall be elected by all eligible LSA members.

65. The Class Presidents shall be elected exclusively by the constituency that they represent. The Class Presidents shall be members of the constituencies they represent.

66. To be valid, an election requires at least ten percent (10%) of eligible voters to exercise their franchise. The winning candidate shall be the one with the most votes.

67. In the event that the minimum number of voters does not exercise their voting right, a re-election shall take place within five (5) academic days of the initial election date.

68. In the event of a tie, a second election will take place within five (5) academic days of the initial election date involving only those candidates who tied with the most votes.

69. (1) Elections for the First Year Class Presidents and the Student Members (at Large) of Faculty Council shall take place in the Fall Term no later than September 20<sup>th</sup>.

(2) Elections for all other positions shall take place in the Winter Term no earlier than February 14 and no later than the last day of classes.

70. In elections for Class Presidents and Student Members (at Large) of Faculty Council, eligible voters may cast as many votes as there are contested positions.

71. Online voting as governed by the By-Laws may be made available to voters at the discretion of the Chief Returning Officer as long as it respects principles of democracy and fairness.

72. The Chief Returning Officer and the Deputy Returning Officer shall not vote in any election of the LSA. Neither the Chief Returning Officer nor the Deputy Returning Officer shall be candidates in any election of the LSA for the term of their office.

## **PART XVI: REMOVAL FROM OFFICE**

73. Any member of the LSA Council may be removed from office for impropriety, violation of the Constitution, non-performance of duties or misappropriation of Corporation funds. A person against whom a motion to remove is directed shall have the opportunity to respond to the allegations made in LSA Council.

74. (1) A motion to remove a member of the LSA Council must be signed by at least fifty percent (50%) of the members of LSA Council or twenty-five percent (25%) of the member's constituency.

(2) The motion shall be distributed to all members of LSA Council and be inscribed on the agenda of the next regular meeting of LSA Council.

(3) The member who is affected by the impeachment motion shall not vote on the motion, nor be present in the room during the vote.

75. Passage of a motion to remove shall require a two-thirds (2/3) majority vote of LSA Council.

76. Anyone removed from office shall have the right to appeal to the Judicial Board.

**PART XVII: FINAL AND TRANSITORY PROVISIONS**

77. These sections of the Constitution shall come into force immediately upon ratification by referendum.

78. Upon coming into force, these sections shall replace and make obsolete all previous Constitutions of the LSA.

## **BY-LAWS**

### **By-Law 1: REPORTING RESPONSIBILITIES**

1. Each member of LSA Council and each LSA Committee will publish during the month of March, by March 20<sup>th</sup> at the latest, an annual report in the Quid Novi or in a listserv e-mail if the Quid Novi does not publish near enough to the deadline, detailing the projects undertaken during the year and recommendations pertaining to their portfolios. This is subject to the specific reporting requirements within the various LSA Council positions and LSA Committee By-Laws.

### **By-Law 2: EXECUTIVE PORTFOLIOS AND RESPONSIBILITIES**

#### **PRESIDENT**

3. The President, and in his/her absence the Vice-President Administration, will preside at all meetings of the LSA Executive and will exercise a general supervision and management of the affairs of the LSA.

4. The President shall:

- a. distribute and delegate duties to the LSA Executive as they arise;
- b. report about the affairs of the Corporation to the members on a regular basis;
- c. serve as an *ex-officio* member of Faculty Council;
- d. serve as the Chair of the LSA Awards Committees;
- e. hold weekly office hours at the LSA office;
- f. staff all LSA activities, as needed; and
- g. be responsible for ensuring that LSA Council's decisions are carried out.
- h. prepare a portfolio budget which will be given to the VP Finance by September 15<sup>th</sup>.

#### **VICE-PRESIDENT ACADEMIC**

5. The Vice-President Academic shall:

- a. be responsible for representing all LSA students in academic matters in coordination with the President;
- b. be responsible for advising the Associate Dean Academic and Assistant Dean Student Life and Learning on matters of an academic nature including course selection procedures, curriculum changes, course scheduling, exams and other forms of evaluation, grading, and any other student concerns of an academic nature;
- c. serve as an *ex-officio* member of Faculty Council;
- c.1. shall serve as Chair of the Official Languages Committee;
- d. be responsible for organizing the Law Partners Program in collaboration with the Orientation Committee;
- e. serve on the LSA Awards Committee;
- f. be responsible for his/her weekly office hours at the LSA;
- g. be responsible for helping staff all LSA activities; and
- h. prepare a portfolio budget which will be given to the VP Finance by September 15<sup>th</sup>.

6. The Vice-President Academic will perform all duties incidental to his/her office, and such other duties as may be assigned from time to time by the LSA Council or the President.

#### **VICE-PRESIDENT ADMINISTRATION**

7. The Vice-President Administration shall:

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#### **LAW STUDENTS' ASSOCIATION**

Faculty of Law, McGill University  
3644 Peel Street, Montreal, QC, Canada, H3A1W9  
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#### **ASSOCIATION DES ÉTUDIANT(E)S EN DROIT**

Faculté de Droit, Université McGill  
3644 rue Peel, Montréal (Québec) Canada, H3A 1W9  
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- a. be responsible for representing all LSA students in administrative matters in coordination with the President;
- b. be responsible for the LSA Committee appointment process, including advertising positions and ensuring that interview times are organized as outlined in By-Laws 7 and 8; and ensure that LSA Committees are reporting to LSA Council following By-Laws 1 and 9;
- c. call for nominations for the position of Speaker no later than October 8th;
- d. notify the members of the LSA Executive and of LSA Council of their respective meetings;
- e. prepare the agenda for meetings of the Annual General Meeting of the LSA, meetings of LSA Council, and meetings of the Executive and distribute copies to the members of LSA Council, at least two (2) academic days in advance;
- f. ensure proper publicity for the Annual General Meetings, Special General Meetings, town halls, and meetings of LSA Council;
- g. record and prepare the minutes of meetings of LSA Council, Executive, Annual General Meetings, and Special General Meetings;
- h. distribute an electronic copy of LSA Council, Annual General Meeting and General Meeting minutes to each member of LSA Council by the following meeting and make them available to students at large;
- i. will serve as a member of the Awards committee and be responsible for advertising and receiving nominations;
- j. promote and coordinate bilingual communication within the Corporation and with students at large;
- k. be responsible for buying and maintaining office supplies;
- l. be responsible for maintenance of all LSA IT equipment;
- m. hold weekly office hours at the LSA office;
- n. be responsible for helping staff all LSA activities; and
- o. prepare a portfolio budget which will be given to the VP Finance by September 15<sup>th</sup>.

8. The Vice-President Administration will perform all duties incidental to his/her office and such other duties as may be assigned from time to time by LSA Council and/or the President.

9. In the event of the President leaving office for any reason, the Vice-President Administration will assume the duties of the President until such time as a new President is elected. If the Vice-President Administration cannot or will not assume the duties of the LSA President, another executive may act as interim President, conditional on ratification by a majority of the LSA Executive.

#### **VICE-PRESIDENT CLUBS AND SERVICES**

10. The Vice-President Clubs and Services shall:

- a. act as a liaison and promote all activities with LSA clubs and committees for the LSA Executive and LSA Council;
- b. be responsible for developing, distributing, and collecting all forms related to clubs and committees, including but not limited to, Club and Committee Registration and Funding Application Forms, Coffeehouse Application Forms, and Dean's Discretionary Fund Forms;
- c. create a club and committee email list and use this list to inform LSA clubs and committees of the rules related to advertising, organizing and running events in the Faculty;
- d. as directed by the Vice-President Finance, prepare and maintain files documenting the use of LSA club and committee funds;
- e. be responsible for helping to organize and run Club and Committee Coffee Houses with the Vice-President Internal (Ongoing Events);
- f. serve as Chair of the Dean's Discretionary Fund Committee;
- g. be responsible for creating the online student directory;
- h. be responsible for organizing, advertising, and running Clubs Day, which must be held

before September 30th each year.

- i. hold weekly office hours at the LSA;
- j. be responsible for helping staff all LSA activities; and
- k. prepare a portfolio budget which will be given to the VP Finance by September 15<sup>th</sup>.

11. The Vice-President Clubs and Services will perform all duties incidental to his/her office and such other duties as may be assigned from time to time by LSA Council and/or the President.

#### **VICE-PRESIDENT EXTERNAL**

12. The Vice-President External shall:

- a. represent the LSA on the Council of the Students' Society of McGill University (SSMU) and report to the LSA Council on SSMU activities;
- b. maintain and promote relations with other faculties, student associations, inter-faculty organizations, and administrative bodies of McGill University in coordination with the President;
- c. be responsible for LSA external relations with government and other student lobby groups;
- d. inform law students of all relevant information concerning the SSMU Health Plan including opt-out dates, and claim requirements;
- e. manage the purchase, sale and distribution of LSA apparel, including but not limited to, hooded sweatshirts;
- f. be responsible for his/her weekly office hours at the LSA;
- g. be responsible for helping staff all LSA activities; and
- h. prepare a portfolio budget which will be given to the VP Finance by September 15<sup>th</sup>.

13. The Vice-President External will perform all duties incidental to his/her office and such other duties as may be assigned from time to time by LSA Council and/or the President.

#### **VICE-PRESIDENT FINANCE**

14. The Vice-President Finance shall:

- a. have charge and custody of, and be responsible for, all funds, securities, books, and vouchers of the Corporation and deposit all such funds and securities in the name of the Corporation in such bank, trust company or other depository as may be designated by the Directors of the LSA;
- b. be responsible for administering all the financial accounts of all LSA Committees in coordination with the President;
- c. render a detailed report of the conditions of the finances of the LSA at the regular meeting of LSA Council preceding the Annual General Meeting of members and render such other reports, audited or otherwise, as the LSA Council may require from time to time;
- d. be responsible for preparing the Corporation's annual budget together with the LSA President and based on the portfolio budgets provided by each member of the LSA Executive;
- e. arrange for the transfer of signing authorities on the LSA bank account before May 30th;
- f. be responsible for renegotiating or renewing the LSA's insurance policy;
- g. be responsible for ensuring the preparation of interim (in January) and projected end of year (in late March) financial statements (income statement and balance sheet);
- h. be responsible for ensuring the maintenance and updating on a regular basis the financial books of the LSA;
- i. evaluate and respond to requests for additional funding for clubs, activities and other events in coordination with the President;

- j. ask the Vice-President in charge of the particular event to look after the timely collection of all participation fees;
- k. be responsible for ensuring at the completion of each major student activity that the individual(s) in charge provide a detailed financial summary of revenues and expenses for the activity indicating if any amounts remain to be collected or remain to be paid;
- l. be responsible for refunding clubs, committees, associations or their student representatives (up to their allocated budgetary limits) for their incurred activity expenses upon the presentation of receipts or other reasonable evidence of expenditure;
- m. be responsible for selecting an Auditor for the Corporation;
- n. be responsible for his/her weekly office hours at the LSA;
- o. be responsible for helping staff all LSA activities; and
- p. prepare a portfolio budget which will be given to the President by September 15<sup>th</sup>.

15. The Vice-President Finance will perform all duties incidental to his/her office and such other duties as may be assigned from time to time by LSA Council.

**VICE-PRESIDENT INTERNAL (ONGOING EVENTS)**

16. The Vice-President Internal (Ongoing Events) shall:

- a. organize and run all non-sponsored coffeehouses;
- b. recruit and coordinate volunteers, including members of LSA Council, to staff non-sponsored coffeehouses;
- c. be responsible for ordering products for those events falling within the portfolio of the Vice-President Internal (Ongoing Events) such as alcohol, food and any other products as required;
- d. organize the Malpractice Cup in coordination with the Medical Students' Society of McGill;
- e. serve on Skit Nite and Law School of Rock committee and serve as a liaison between the committees and LSA Council;
- f. be responsible for organizing intramural activities throughout the academic year;
- g. be responsible for organizing other recreational activities as they may arise;
- h. coordinate, supervising and promote all LSA athletic activities in coordination with the President;
- j. serve on the Awards Committee;
- k. hold weekly office hours at the LSA;
- l. be responsible for helping staff all LSA activities; and
- m. prepare a portfolio budget which will be given to the VP Finance by September 15<sup>th</sup>.

17. The Vice-President Internal shall work with the Vice-President Internal (Special Events) and, with mutual agreement and consent of the LSA President, may transfer, exchange or accept responsibilities from the other Vice-President Internal portfolio.

18. The Vice-President Internal (Ongoing Events) will perform all duties incidental to his/her office and such other duties as may be assigned from time to time by LSA Council and/or the President.

**VICE-PRESIDENT INTERNAL (SPECIAL EVENTS)**

19. The Vice-President Internal (Special Events) shall:

- a. serve as Chair or co-Chair of the Orientation Committee and shall manage, supervise, and coordinate all Orientation Activities;
- b. prepare an Orientation budget and submit it to the Vice-President Finance and LSA President for approval on or before July 15<sup>th</sup>;
- c. submit a final Orientation Report to LSA Council during the Fall semester which details all aspects of that year's Orientation for use in future planning of Orientation;

d. be responsible for organizing social and academic events for the benefit for the LSA student body, such as, but not limited to, a Halloween party, parties celebrating the beginning or end of academic semesters, trips to other cities, and any other major events

e. promote all social and academic events of the LSA in coordination with the member of LSA Council or the Committee responsible for the activity;

f. be responsible for ordering products for those events falling within the portfolio of the Vice-President Internal (Special Events) such as alcohol, food and other products as required;

g. serve on of the Law Games Committee and act as a liaison between the committee and LSA Council, and if necessary, serve as Chair until such time as another student is appointed Chair of the Law Games Committee;

h. coordinate activities with the Vice-President Public Relations and the Vice-President Internal (Ongoing Events);

i. be responsible for obtaining liquor permits for all activities falling within this portfolio;

j. hold weekly office hours at the LSA;

k. be responsible for helping staff all LSA activities; and

l. prepare a portfolio budget which will be given to the Vice-President Finance by September 15<sup>th</sup>.

20. The Vice-President Internal shall work with the Vice-President Internal (Ongoing Events) and, with mutual agreement and consent of the LSA President, may transfer, exchange or accept responsibilities from the other Vice-President Internal portfolio.

21. The Vice-President Internal (Special Events) will perform all duties incidental to his/her office and such other duties as may be assigned from time to time by the LSA Council.

#### **VICE-PRESIDENT PUBLIC RELATIONS**

22. The Vice-President Public Relations shall:

a. be responsible for soliciting law firm and corporate event sponsorship and funding in coordination with the President by updating and distributing the sponsorship package in the month of June;

b. organize, by assigning tasks and responsibilities to LSA Council members, and coordinate all sponsored events, including but not limited to, coffeehouses with the sponsoring organization;

c. ensure collection of sponsorship funds by sending invoices for all sponsored events;

d. serve on the CDO Advisory Board to coordinate activities;

e. hold weekly office hours at the LSA office;

f. be responsible for helping staff all LSA activities; and

g. prepare a portfolio budget which will be given to the Vice-President Finance by September 15<sup>th</sup>.

23. The Vice-President Public Relations will perform all duties incidental to his/her office and such other duties as may be assigned from time to time by LSA Council.



**By-Law 3: RESPONSIBILITIES OF STUDENT MEMBERS (AT LARGE) OF FACULTY COUNCIL**

24. Student members (at Large) of Faculty Council shall:

- a. serve on Faculty Council;
- b. serve on the Faculty Council Committees as determined by the LSA President;
- c. report regularly to LSA Council on the activities of their respective Faculty Committees, if any
- d. serve on LSA Council;
- e. as delegated by a LSA Executive, assist with the organization, staffing and promotion of LSA events, and any other matters of an interest to students;
- f. present to their respective Faculty Council Committees or to Faculty Council any relevant issues discussed or motions adopted at LSA Council; and
- g. publish, as a group, an annual report of at least 750 words pursuant to By-Law 1, detailing the projects undertaken in the year and recommendations pertaining to their portfolios.

25. Student members (at Large) of Faculty Council shall perform all duties incidental to the office of a Student Member (at Large) of Faculty Council and such other duties as may be assigned from time to time by LSA Council or LSA President.

**By-Law 4: RESPONSIBILITIES OF CLASS PRESIDENTS**

26. There will be two Class Presidents of each year.

27. The Class Presidents shall:

- a. act as liaisons between their Classes and the LSA Executive;
- b. represent their Classes at meetings of the LSA Council;
- c. hold at least one (1) Class Town Hall per year;
- d. be responsible for recruiting and organizing volunteers for Coffee Houses and other social activities as delegated by the Vice-Presidents Internal;
- e. volunteer regularly for LSA coffeehouses and social events as delegated by the Vice-Presidents Internal;
- f. as delegated by the Vice-Presidents Internal promote LSA events to members of their year, by in-class announcements, the LSA website, Quid Novi and Notice Law listserv; and
- g. organize at least one (1) social, educational or cultural event per academic semester for their respective classes.

28. One third year and one fourth year Class President will serve on the Graduation Committee, subject to bylaw 52.

29. Each year's Class President(s) will publish during the month of March an annual report pursuant to By-Law 1, detailing the projects undertaken during the year and recommendations pertaining to their portfolios.

30. All cheque requests must be signed by both Class Presidents, if two Presidents have been elected in a given year.

31. The Class Presidents will perform all duties incidental to the office of a Class Representative and such other duties as may be assigned from time to time by LSA Council.

**By-Law 5: RESPONSIBILITIES OF THE LAW SENATOR**

32. The Senator shall:

- a. act as liaison between LSA members, the LSA Council, the University Senate, and any other body incidental to the office of a Senator;
- b. represent the views of the LSA at meetings of the University Senate; and
- c. disseminate information pertaining to the portfolio and of an interest to students through circulating e-mails, making class announcements, and publishing articles in the Quid Novi.

33. The Senator will publish during the month of March an annual report, detailing the projects undertaken during the year and recommendations pertaining to the portfolio subject to By-Law 1.

34. The Senator will perform all duties incidental to the office of a Senator and such other duties as may be assigned from time to time by LSA Council.

**By-Law 6: RESPONSIBILITIES OF THE SPEAKER**

35. The Speaker shall:

- a. preside over meetings of LSA Council, the Annual General Meeting and any Special General Meeting;
- b. as delegated by the LSA President, preside over town halls;
- c. notify the Vice-President Administration at least five (5) academic days in advance if he is unable to attend a meeting of LSA Council, the Annual General Meeting, and any Special General Meeting;
- d. communicate all relevant information and coordinate replacement by the Deputy Speaker if he is unable to attend a meeting of the LSA Council, and any Special General Meeting;
- e. perform all duties incidental to the office of the Speaker and such other duties as may be assigned from time to time by the LSA Council;

36. The Speaker shall:

- a. be removed from his/her duties and replaced by the Deputy Speaker upon more than two inexcusable absences from meetings of the LSA Council; and
- b. be removed from his/her duties upon a two-thirds (2/3) majority vote of LSA Council.

**By-Law 7: APPOINTMENTS OF THE LSA**

37. The Vice-President Administration shall:

- a. post, during May, a list of all positions open for appointment;
- b. provide a time for the opening and closing of applications;
- c. receive applications for appointments; and
- d. schedule interview times and places to be held after the election of the LSA Executive.

38. Interviews will be conducted by at least two (2) interviewers who will be composed of at least one LSA Council member (either incoming or outgoing) and outgoing members of the LSA Committee where possible.

39. The two (2) interviewers will choose a candidate and present the candidate's name to the LSA Executive for approval.

40. The LSA Executive upon approval will bring the list of candidates to LSA Council for approval at the earliest time possible.

41. Summer appointments to LSA Committees whose work is completed prior to the first meeting of LSA Council need not be ratified by LSA Council.

42. Committees may include more than one (1) Chair.

43. This By-Law will apply to all student members of the following committees:

- (i) All standing committees of Faculty Council;
- (ii) Chair(s) of the Graduation Committee;
- (iii) Chair(s) of Skit Nite Committee;
- (iv) Chair(s) of the Orientation Committee;
- (v) Three (3) Awards Committee positions;
- (vi) Three (3) Judicial Board members;
- (vii) One (1) Chief Returning Officer (CRO); and one (1) DRO
- (viii) Two (2) members of the Career Advisory Board Committee;
- (ix) At least one (1) Webmaster position;
- (x) At least two (2) Translation Committee positions;
- (xi) Chair(s) of the Student Well-Being Committee;
- (xii) Two (2) Dean's Discretionary Fund Committee positions;
- (xiii) At least three (3) Law Games Committee positions;
- (xiv) Such other committees as LSA Council may from time to time create.

43.1 The position of Chief Returning Officer shall be awarded an honorarium, the amount of which shall be determined by the Executive.

43.2 The Chief Returning Officer position may be awarded to any SSMU or PGSS member and the position shall be advertised through these organizations.

**By-Law 8: STUDENT REPRESENTATIVES ON FACULTY COUNCIL COMMITTEES**

44. (1) Student representatives will sit on the following standing committees of Faculty Council:

- (i) Curriculum Committee;
- (ii) Admissions Committee;
- (iii) Evaluations Committee;
- (iv) Staff Appointments Committee;
- (v) Library Committee;
- (vi) Prizes and Scholarships Committee;
- (vii) Promotions, Tenure and Renewal Committee; and
- (viii) Such other committees on which Faculty Council may from time to time require student membership.

(2) Student members of Faculty Council Committees shall be selected in the same manner as members of LSA Committees.

**By-Law 9: LSA COMMITTEES**

45. The LSA Committees include:

- (i) Awards Committee (46);
- (ii) Educational Equity Committee (51);
- (iii) Graduation Committee (52);
- (iv) Orientation Committee (60);
- (v) Career Development Office Advisory Board (61);
- (vi) Skit Nite and Law School of Rock Committee (62);
- (vii) Green Law Committee (67);
- (viii) Translation Committee (68);

- (ix) Student Well-Being Committee (69);
- (x) Official Languages Committee (70.1);
- (xi) Dean's Discretionary Fund Committee (71);
- (xii) Art Committee (72.1);
- (xiii) Yearbook Committee (72.2); and
- (xiv) Law Games Committee (72.3).

46. The Awards Committee shall:

- a. be responsible for the administration and distribution of all LSA awards including:
  - i. The *LSA Teaching Excellence Award*, awarded to a Professor every academic year who has excelled in teaching and demonstrated a considerable commitment to his/her students;
  - ii. The *Alan Neil Ash Award*, awarded to any student, up to a maximum of four (4), who has contributed to sporting endeavours of the Faculty during the year of the award;
  - iii. The *Patricia Allen Awards for Participation*, will be awarded to any student, up to a maximum of six (6), who has contributed to the Faculty community through participation in extra-curricular and co-curricular activities in the year of the award;
  - iv. The *LSA Graduating Student Award* will be awarded annually to a maximum of four (4) students in their graduating year, who have made outstanding contributions to the life of the Faculty during their years of study.
- b. not grant an award to a member of the LSA executive or a member of the Awards Committee.

47. The Chair of the Awards Committee (the LSA President) will decide in consultation with the other members of the Awards Committee the opening and closing of nominations.

48. The Vice-President Administration will be responsible for advertising and receiving nominations.

49. The Vice-President Administration will, after consulting with the other members of the Awards Committee, prepare a nomination form before the opening of nominations.

50. Notwithstanding the foregoing, the Vice-President Academic will perform the functions of the Vice-President Administration and the President with respect to the *LSA Teaching Excellence Award*.

51. The Educational Equity Committee shall:

- a. be responsible for promoting equity issues in all areas of Faculty life;
- b. be composed of three (3) students and faculty members;
- c. provide an annual report at or before the last council meeting. Alternatively, the Committee will send a written report of at least 500 words to the Vice-President Administration to be read at the final council meeting subject to By-Law 1.

52. The Graduation Committee will be comprised of one 3rd and one 4th year Class Presidents and up to four other students, who need not be members of the graduating class. Failing agreement on the part of which Class Presidents, both shall serve on the Graduation Committee.

53. The Graduation Committee may organize itself as it deems necessary, including the creation of sub-committees, subject to approval by LSA Council.

54. The Graduation Committee shall:

- a. be responsible for the administration of the Valedictorian selection process along with the Chief Returning Officer;

- b. with respect to the election of the Valedictorian, all nominations must be signed by ten (10) students eligible to vote. Only members who are convocating that academic year can nominate a candidate;
  - c. administer of the graduation photo process;
  - d. organize and publicize the graduation ball;
  - e. assist the faculty in the Convocation ceremony as necessary;
55. The Graduation Committee shall facilitate the giving of the class gift by:
- a. being responsible for raising funds from the graduating class for the Class Gift;
  - b. consulting with the graduating class in the selection of the Class Gift; and
  - c. working with the Faculty and Administration with regards to Class Gift reception.
56. The Graduation Committee shall, if interest warrants:
- a. publish the annual Faculty yearbook;
  - b. promote the annual Faculty yearbook;
  - c. regularly report to the Vice-President Administration on all matters regarding the yearbook.
57. (1) The Graduation Committee shall submit a report on its activity at every alternate LSA Council meeting and remain in regular contact with the LSA Executive regarding its progress.  
(2) Should the Committee miss two reporting requirements after its formation, the LSA Council may appoint a supervisor to oversee the Graduation Committee's work.
58. The Graduation Committee shall regularly update students on its progress and initiatives.
59. The Graduation Committee shall document its work in a report to be given to the incoming LSA Executive before the Fall semester begins for its delivery to the subsequent Graduation Committee.
60. The Orientation Committee shall:
- a. organize and staff activities during the Orientation period under the supervision of the Vice-President Internal (Special Events);
  - b. prepare a preliminary budget for Orientation and submit it to the Vice-President Finance by July 15th
  - c. submit a final report, which will include a financial summary, at the first meeting of LSA Council;
  - d. raise funds for the activities planned under the direction of the Vice-President Public Relations;
  - e. find volunteers to staff Orientation activities; and
  - f. help organize the Law Partners Program and incidental events in collaboration with the Vice-President Academic.
61. The Career Development Office Advisory Board shall:
- a. co-ordinate with the Career Development Office Director and the LSA Council with respect to all Career and Placement related activities at the Faculty;
  - b. be responsible for organizing and coordinating volunteers for Career Days;
  - c. be responsible for reporting on a regular basis to the LSA Council;
  - d. meet at least twice in both the Fall and Winter Terms;
  - e. consist of the LSA President, Vice President Public Relations, and two student members at large, in addition to faculty and administration membership; and
  - f. provide an annual report at or before the last council meeting. Alternatively, the Committee will send a written report of at least 500 words to the Vice-President Administration to be read at the final council meeting subject to By-Law 1.

62. The Skit Nite and Law School of Rock Committee shall:

a. raise money for charities by organizing a variety show and a concert, both presented by the students of the Faculty.

b. donate funds raised to charity, such as, but not limited to the following charities:

- i. Chez Doris
- ii. Le Bon Dieu dans la Rue
- iii. The Old Brewery Mission
- iv. Share the Warmth

63. The decision to donate funds to a charity not listed above must be approved by the LSA Council.

64. The Skit Nite and Law School of Rock Committee Chair(s) will be responsible for making all Committee appointments.

65. The Skit Nite and Law School of Rock Committee may consist of the Chair(s), Treasurer, Music Director, Social Coordinator, Stage Manager, Production Manager, Fundraising Manager, and any other committee members as determined by the Chair(s).

66. The Skit Nite and Law School of Rock Committee will provide detailed reports of all expenditures and monies raised in relation to Skit Nite and Law School of Rock to the Vice-President Finance.

67. The Green Law Committee shall:

a. consist of two student members at large, and the VP Administration  
b. be responsible for facilitating dialogue with students, administration, food services, clubs and groups, and other relevant parties in our desire to address and improve issues of sustainability at the Law Faculty.

68. The Translation Committee shall translate in due time documents provided by the Vice-President Administration from one official language to the other.

69. The Student Well-being committee shall:

a. co-ordinate with the LSA Executive, and the Associate or Assistant Deans, mental and physical well-being related activities at the Faculty of Law of McGill University.  
b. meet at least two times in each of the Fall and Winter Terms;  
c. provide an annual report at or before the last council meeting. Alternatively, the Committee will send a written report of at least 500 words to the Vice-President Administration to be read at the final council meeting subject to By-Law 1.

70. The Student Well-being Committee Chair(s) will be responsible for making all Committee appointments.

70.1 The Official Languages Committee shall:

- (a) be chaired by the VP Academic;
- (b) be responsible for
  - (i) reviewing the Faculty's Linguistic Policy;
  - (ii) reviewing the use of English and French by the LSA; and
  - (iii) studying the use of English and French at the Faculty generally.

70.2 The Official Languages Committee shall, whenever appropriate or necessary, consult with students in fulfilling its mandate under paragraph 70.1(b).

71. The Dean's Discretionary Fund Committee, if the Dean continues to support, shall:

- a. meet on a regular basis during the semester as determined by Vice-President Clubs and Services and be responsible for allocating the Dean's Discretionary Fund when applications are submitted;
- b. report to the Dean and the Faculty's Financial Officers on an annual basis;
- c. be composed of the Vice-President Finance, the Vice-President Clubs and Services, only one of whom will hold a vote and two members of LSA Council elected by a majority of LSA Council.

72. The committee will publish guidelines previously approved by the Dean in May.

72.1 The Art Committee shall:

- a. consist of three student members at large, and the VP Administration
- b. be responsible for advertising, reviewing and selecting artwork for the student lounge.

72.2 The Yearbook Committee shall:

- a. consist of one Editor-in-Chief, and three editors
- b. be responsible for designing, publishing and promoting the annual Faculty yearbook.

72.3 The Law Games Committee shall:

- a. consist of two student members at large, and the VP Internal (Special Events)
- b. be responsible for fundraising for the McGill Law team, raising awareness about Law Games, and finding team members.

**By-Law 10: THE QUID NOVI**

73. The staff of the Quid Novi is charged with the production and distribution of a student newspaper in the Faculty.

74. The Quid Novi shall present an annual budget to LSA Council, and if this budget is approved, then the Corporation will assume that portion of the Quid Novi's printing costs that are not covered by advertising revenues.

75. LSA Council shall not interfere with the funding of the Quid Novi, except for the following reasons:

- a. mishandling of funds collected from the student body;
- b. failure to publish at least once per month between September and April, inclusive; and
- c. refusal to publish student notices that comply with the Editorial Policy of the Quid Novi d. failure to publish an end-of-year report and financial statement.

**By-Law 11: RULES FOR ELECTIONS AND REFERENDA OF THE LSA**

76. Any decisions to be made concerning all aspects of elections and referendum, including nominations, campaigning and balloting, will be deemed to be within the exclusive jurisdiction of the Chief Returning Officer, except where otherwise provided in these rules and regulations and in the Constitution and By-Laws of the LSA.

77. Nomination Rules:

- a. the Chief Returning Officer will post at an appropriate time, giving sufficient notice of at least two weeks to all students, a list of all positions open to nomination and election;
- b. the Chief Returning Officer will post a time for the opening and closing of nominations, and these dates and times will be determined by the CRO in consultation with the LSA President;

- c. nomination papers submitted after 17h00 of the closing date of nominations will not be accepted;
- d. all nominations must contain the words, "We, the undersigned, nominate \_\_\_\_\_, for the position of \_\_\_\_\_, for the \_\_\_\_\_ academic year"
- e. all nominations must contain the words, "I, the undersigned candidate, acknowledge that I have read the LSA bylaws which describe the responsibilities of the position for which I seek election."
- f. the Chief Returning Officer will determine the eligibility of candidates pursuant to the Constitution and By-Laws;
- g. with respect to the election of Class Presidents, all nominations must be signed by ten (10) students eligible to vote. Only members of the same class as the candidate may vote for that candidate;
- h. with respect to the election of all LSA Council members (except Class Presidents), all nominations must be signed by twenty (20) students eligible to vote;
- i. nominations must be submitted to the Chief Returning Officer in conformity with these regulations. Delivery to a person and/or place designated by the Chief Returning Officer will constitute delivery to the Chief Returning Officer;
- i. the Chief Returning Officer will validate the nominations and publicize them twelve hours after the closing of nominations;
- k. if at the close of nominations, any position is such that it would result in a vacancy or an acclamation, the Chief Returning Officer will re-open nominations for that position for two academic days; and
- l. the Chief Returning Officer will organise and promote an information meeting for all candidates before the start of the election campaign period. The purpose of this meeting will be to inform candidates about electoral regulations and of important times and dates. All candidates and referenda committee chairs absent from this meeting will be deemed to be in full knowledge of the information communicated at this meeting.

**78. Campaign Rules:**

- a. campaigning will not begin before the close of nominations. The campaign period will last for three days. Campaigning will cease at 23h00 of the day before voting begins. At this time, all posters, notices and signs pertaining to the campaign must be removed from the Faculty;
- b. candidates will conduct a fair campaign that respects their opponents. This includes, but is not limited to, refraining from interfering with the distribution of campaign material and engaging in slanderous campaigning;
- c. campaigning will only be carried out by the members of the LSA;
- d. candidates will be deemed responsible for the actions of all supporters;
- e. candidates are limited to a maximum of five (5) posters in campaigning. The placing of these notices and signs must conform to the general rules of McGill University concerning the placing of such materials on Faculty premises;
- f. the Chief Returning Officer has the authority to remove all campaign materials where the Chief Returning Officer believes the materials to be inappropriate;
- g. the Chief Returning Officer has the discretion to disqualify, publicly censure, or otherwise sanction a candidate for serious infractions of the electoral By-Laws. Before a candidate is sanctioned the Chief Returning Officer must warn that candidate to cease the infraction. Disqualification of a candidate is a last resort and must only occur after all other measures have been exhausted;
- h. disciplinary decisions of the Chief Returning Officer may be appealed to the Judicial Board as per section 58 of the LSA Constitution. The Chief Returning Officer must make this known at the information meeting for the candidates described in section 77.1 of these By-Laws. The appeal must be filed within 48 hours of the decision as per section 81.3 of these By-Laws;
- i. Subject to subsection (j), candidates may not use the Internet or any other electronic means for the purposes of campaigning;



j. Notwithstanding subsection (i), the Chief Returning Officer shall create and administer one or more publicly accessible online group(s), on the platform or platforms of the Chief Returning Officer's choice, that will serve as a public forum for election in which the candidates may participate;

k. candidates may not form slates but may endorse one another. Similarly, candidates are prohibited from promoting one another on their posters as described in 78.e;

l. candidates may make class announcements to promote their candidacy, for a maximum of two minutes with the authorization of the class instructor;

m. candidates shall not show videos to promote their candidacy; and

n. forms of campaigning other than those expressly permitted in section 78 of these By-Laws are prohibited unless they are explicitly approved by the Chief Returning Officer.

#### 78.1 Referenda Campaign Rules:

a. upon announcement of a referendum as per section 61 of the LSA Constitution, the Chief Returning Officer shall call upon the LSA membership for referenda committee chairs of a "Yes" and "No" campaign. If any student comes forward to create a campaign, five (5) additional days will be added before the vote for the purpose of campaigning

b. the Chief Returning Officer will organize and promote an information session for the referenda committee chairs as per section 77.1 of these By-Laws

c. the organizers and participants of the "Yes" and "No" campaigns are subject to the same electoral rules as provided in section 78 of these By-Laws.

#### 79. Balloting Rules:

a. after the closing date of nominations, the names of all candidates duly nominated will be put on the ballot in alphabetical order by last name.

#### 80. Voting Rules:

a. the time and method for voting will be widely published, sufficiently in advance of the election, by the Chief Returning Officer through a variety of mechanisms including, but not limited to: mass emails, posters, articles in the Quid Novi, and class announcements;

b. in the event the Online Voting System is not functional or an eligible elector does not have access to the Online Voting System, paper ballots will be made available to them;

c. paper ballot polls are to operate for 3 days; and

d. all ballots shall be bilingual.

#### 81. Recounts and Protests:

a. the Chief Returning Officer will retain the ballots in a sealed container for five (5) days after the results of the election are announced;

b. if the margin of victory is less than five percent (10%) of the total votes cast for any office, there will be an automatic recount for the office;

c. all protests concerning any elections or referenda will be served to the Chief Returning Officer within twenty-four (24) hours after the closing of the polls;

d. any candidate in an election of the LSA or any voter having an interest in the outcome of a referendum of the LSA who is not satisfied with the counting procedures of the vote may request a recount by the Chief Returning Officer. Upon the request being granted at the Chief Returning Officer's discretion, the recount will take place immediately, or at a mutually convenient time, in the presence of the unsatisfied nominee, the Chief Returning Officer and any other interested party; and

e. applications for review of a decision of the Chief Returning Officer must be received by the Judicial Board within forty-eight (48) hours of the decision.

**81.1 Duties of the Chief Returning Officer During Elections :**

a. during elections and referenda the Chief Returning Officer must maintain an active presence on campus, diligently monitor the campaigns, and be available to members of the McGill Community in the case of electoral grievances or disputes.

**By-Law 12: STUDENT INITIATED FEES**

**DEFINITIONS**

"Designated Student Group" means a student group, club, association or other entity operating at the Faculty of Law at McGill University who does not possess a Memorandum of Understanding ("MoU") with McGill University to collect student fees on its behalf, and who requests the LSA to use its own MoU to collect specifically targeted fees on behalf of the Group following a referendum to the LSA student body to that effect.

82. Any referendum regarding a student fee to be collected for the exclusive use of a Designated Student Group that is initiated by LSA Council will conform to the following requirements:

- a. the proposed term of collection of the fee will not exceed three (3) years;
- b. approval of the proposed referendum according to 82.e must be considered at an open meeting of the LSA Council for which notice has been provided to the entire membership of the LSA within the regular notice requirements of the LSA Constitution;
- c. a budget including detailed projections of the proposed use of the collected funds will be provided to the LSA Council prior to LSA Council's consideration of the referendum;
- d. at the meeting referred to in 82.b, the individuals or group proposing the referendum will be accorded speaking rights to address the following considerations:
  - i. short and long-term objectives of the Designated Student Group;
  - ii. evidence of long-term need for or interest in the activities of the Designated Student Group;
  - iii. the necessity of a student fee as the means to raise funds;
  - iv. the justification for the amount sought;
  - v. the existence of internal and external accountability and oversight mechanisms for the use of funds;
  - vi. the presence of appropriate governance structures within the Designated Student Group; and
  - vii. after considering the factors referred to in section 82, LSA Council may approve the initiation of the referendum.

83. Any Designated Student Group receiving a student fee collected by the Corporation for its exclusive use shall publish in the Quid Novi by March 20<sup>th</sup> of each year an annual report including financial statements and information on activities undertaken during the preceding academic year. This report will be endorsed by the most senior officer of the Designated Student Group.

84. Any subsequent referendum to renew an existing student fee collected for the exclusive use of a Designated Student Group will be governed by this chapter.

**By-Law 13: ACCESS TO INFORMATION**

**LAW STUDENTS' ASSOCIATION**

Faculty of Law, McGill University  
3644 Peel Street, Montreal, QC, Canada, H3A1W9  
T: 514 398-6966 F: 514 398-2179

**ASSOCIATION DES ÉTUDIANT(E)S EN DROIT**

Faculté de Droit, Université McGill  
3644 rue Peel, Montréal (Québec) Canada, H3A 1W9  
T: 514 398-6966 F: 514 398-2179

85. The following documents will be made publicly available on the LSA website:
- a. Memorandum of Understanding with the University
  - b. Constitution
  - c. Bylaws
  - d. Minutes of Council
  - e. Reports by Executives to Council
  - f. Reports by members of Council
  - g. Reports by Committees struck by Council
  - h. Reports of Standing Committees
  - i. Decisions of the Judicial Board
  - j. Cheque Requisition Form
  - k. Club Funding Guidelines
  - l. Club Registration Form
  - m. Club Budget Form
  - n. Annual General Meeting Motions
  - o. LSA Election Nomination Form
  - p. Dean's Discretionary Fund Guidelines
  - q. Dean's Discretionary Fund Application Form
  - r. All other LSA policies or documents the Executives sees fit to publish
86. The following documents will be made privately available to any LSA member in an appointment with an Executive, but should not be published:
- a. LSA Budget
  - b. Orientation Budget
  - c. Event budgets
  - d. Reports produced as a result of any event or project
  - e. Submitted cheque requisition forms and receipts
  - f. Cheque stubs
  - g. Audits
  - h. Account statements
  - i. General financial documents
  - j. Contracts
  - k. Club Budgets
  - l. Dean's Discretionary Fund allocations
87. The following documents will be made available only to members of Council:
- a. Minutes of all *in camera* sessions of Council
88. The following documents will be made available only to members of the Executive:
- a. Minutes of Executive meetings
89. Any emails received by any LSA email accounts will be kept strictly confidential, unless the operator of the account deems otherwise.
90. Notwithstanding the foregoing, no documents will be made available where
- a. Contractual obligations require them to remain confidential, or
  - b. Where the Executive deems, as a matter of fact, that their contents require them to remain confidential.
    - i. Such decisions will be reviewable in confidential session by the Judicial Board.

#### **By-Law 14: BUDGETING PROCEDURE**

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##### **LAW STUDENTS' ASSOCIATION**

Faculty of Law, McGill University  
3644 Peel Street, Montreal, QC, Canada, H3A1W9  
T: 514 398-6966 F: 514 398-2179

##### **ASSOCIATION DES ÉTUDIANT(E)S EN DROIT**

Faculté de Droit, Université McGill  
3644 rue Peel, Montréal (Québec) Canada, H3A 1W9  
T: 514 398-6966 F: 514 398-2179

91. Notwithstanding any of the foregoing, the following procedure will govern the creation and approval of the LSA budget
92. After September 15th, the VP Finance will hold a consultation session open to all LSA members ("First Consultation") at which he or she will:
  - a. Make available and explain
    - i. The audited financial statements or a suitable substitute;
    - ii. The LSA budget from the previous year;
    - iii. Any proposed changes to the previous year's budget;
    - iv. The draft portfolio budgets created by the other Executives; and
  - b. Accept and consider any suggestions or comments from LSA members regarding the coming year's budget.
93. At least three days after the First Consultation, the VP Finance will hold a consultation session open to all LSA members ("Second Consultation") at which he or she will
  - c. Make available and explain the first draft of the current year's LSA budget
  - d. Accept and consider any suggestions or comments from LSA members regarding the draft budget.
94. At the AGM, the VP Finance will present the LSA budget.
95. The AGM may, by majority vote, reserve any item in the budget, and refer those items to the LSA Council for consideration (s. 99)
  - e. The AGM may only reserve items, it may not amend the budget in any other way
96. Once there are no further motions on the floor at the AGM to reserve items in the budget, the AGM will vote to approve the budget, excluding the reserved items
97. After the AGM, the VP Finance will present the budget to Council, along with any AGM resolutions related to the budget, and the results of the final vote on the budget excluding any reserved items
98. If the AGM did not pass the budget according to s. 96, Council will vote on the budget at the next meeting, excluding any items the AGM reserved, considering any amendments Council may make subject to s. 100
  - f. If 4/5 members of Council vote in favour of the budget, excluding any items the AGM reserved, the budget is approved subject to s 99
  - g. If 4/5 members of Council do not approve the budget all LSA activities will cease, and the VP Finance will present a new budget to Council at an emergency meeting no later than 10 academic days later than the vote against the budget, subject to a 4/5 majority vote
99. If the AGM passed the budget, Council will vote on each item the AGM reserved
  - h. If a majority of Council votes in favour of an item the AGM reserved, it will be included in the budget
  - i. If a majority of Council rejects an item the AGM reserved, it will be excluded from the budget
100. When Council discusses the budget, only the President or VP Finance may propose amendments to the budget, but amendments will be addressed in the same manner Council addresses any other amendments to motions.

Registraire  
des entreprisesQuébec 

## Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2013-08-28 09:29:14

## Informations générales

## Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1148672802
Nom	ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN DROIT DE L'UNIVERSITÉ MCGILL

## Adresse du domicile

Adresse	3644 rue Peel Montréal (Québec) H3A1W9 Canada
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## Adresse du domicile élu (adresse de correspondance)

## Entreprise

Nom	ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN DROIT DE L'UNIVERSITÉ MCGILL
-----	--

## Personne physique

Nom de famille	Villeneuve
Prénom	Anne-Sophie

Adresse	3644 rue Peel Montréal (Québec) H3A1W9 Canada
---------	---

## Immatriculation

Date d'immatriculation	1999-07-06 00:00:00
Statut	Immatriculée
Date d'entrée en vigueur du statut d'immatriculation	1999-07-06 00:00:00
Date de cessation prévue	Aucune date de cessation n'est prévue.

**Forme juridique**

Type	Association personnifiée
Date de formation	1992-05-04 00:00:00 Constitution
Lieu de constitution (province, État, pays)	QUÉBEC
Régime constitutif	Loi sur les compagnies partie 3
Régime courant	Loi sur les compagnies partie 3

**Dates des mises à jour**

Date de mise à jour de l'état de renseignements	2013-07-30 13:26:02
Date de la dernière déclaration de mise à jour annuelle	2013-05-03 13:31:31 2013
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2013	2013-11-01 00:00:00
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2012	2012-11-01 00:00:00

**Faillite**

L'entreprise n'est pas en faillite.

**Fusion et scission**

La personne morale n'a fait l'objet d'aucune fusion ou scission.

**Continuation et autre transformation**

La personne morale n'a fait l'objet d'aucune continuation ou autre transformation.

**Liquidation ou dissolution**

L'entreprise ne fait pas l'objet d'une liquidation ou d'une dissolution.

**Activités économiques et nombre de salariés****1<sup>er</sup> secteur d'activité**

CAE	9861
Description	Organisations civiques et amicales
Précisions (facultatif)	FINS SOCIALES ET CHARITABLES SANS BUTS LUCRATIFS

**2<sup>e</sup> secteur d'activité**

Activité non déclarée

**Nombre de salariés**

Nombre de salariés au Québec

Aucun

**Actionnaires, administrateurs, dirigeants et fondé de pouvoir****Liste des administrateurs**

Nom	Arseneault, François
Fonction	Vice-président
Date de début du mandat	2013-05-01
Date de fin du mandat	
Adresse	6-2485 rue Messier Montréal (Québec) H2K3R4 Canada

Nom	Simpson, John
Fonction	Vice-président
Date de début du mandat	2013-05-01
Date de fin du mandat	
Adresse	3710 rue Peel Montréal (Québec) H3A1W9 Canada

Nom	Quadrini, Matthew
Fonction	Vice-président
Date de début du mandat	2013-05-01
Date de fin du mandat	
Adresse	1-10110 rue Lajeunesse Montréal (Québec) H3L2E2 Canada

Nom	Roy, Marc
Fonction	Vice-président
Date de début du mandat	2013-05-01
Date de fin du mandat	
Adresse	201-2085 rue Guy Montréal (Québec) H3H2M1 Canada

Nom	Gagné, Éloïse
Fonction	Vice-président
Date de début du mandat	2013-05-01
Date de fin du mandat	
Adresse	4150 av. d'Oxford Montréal (Québec) H4A2Y4 Canada

Nom	Sathananthan, Gajan
Fonction	Vice-président
Date de début du mandat	2013-05-01
Date de fin du mandat	
Adresse	5300 rue Hutchison Montréal (Québec) H2V4B3 Canada
Nom	Rondeau, Marie
Fonction	Vice-président
Date de début du mandat	2013-05-01
Date de fin du mandat	
Adresse	6-1469 boul. Saint-Joseph E Montréal (Québec) H2J1M6 Canada
Nom	Freedman, Alexandra
Fonction	Vice-président
Date de début du mandat	2013-05-01
Date de fin du mandat	
Adresse	319 av. Stuart Montréal (Québec) H2V3G9 Canada
Nom	Villeneuve, Anne-Sophie
Fonction	Vice-président
Date de début du mandat	2013-06-17
Date de fin du mandat	
Adresse	3812 rue de l'Intendant Laval (Québec) H7E5H8 Canada
Nom	HOFFMAN, STEFAN
Fonction	Vice-président
Date de début du mandat	2010-05-01
Date de fin du mandat	2011-05-01
Adresse	6697 av. Somerled Montréal (Québec) H4V1T5 Canada
Nom	MANDJEE, TARA
Fonction	Vice-président
Date de début du mandat	2010-05-01
Date de fin du mandat	2011-05-01
Adresse	476, AVENUE ELLERTON MONTRÉAL (QUÉBEC) H3P1E4
Nom	FINLEY, MICHAEL
Fonction	Vice-président
Date de début du mandat	2010-05-01
Date de fin du mandat	2011-05-01



Adresse	4405, COLONIALE, APPARTEMENT 4 MONTRÉAL (QUÉBEC) H2M2C5
Nom	BIRBILAS, LAURIE
Fonction	Vice-président
Date de début du mandat	2010-05-01
Date de fin du mandat	2011-05-01
Adresse	4905, HAMPTON MONTRÉAL (QUÉBEC) H3X3P8
Nom	VALLÉE, HÉLÈNE
Fonction	Vice-président
Date de début du mandat	2010-05-01
Date de fin du mandat	2011-05-01
Adresse	APPARTEMENT 805 1230, AVENUE DOCTEUR-PENFIELD MONTRÉAL (QUÉBEC) H3G1B5
Nom	EMERY, KIRK
Fonction	Vice-président
Date de début du mandat	2010-05-01
Date de fin du mandat	2011-05-01
Adresse	3465, RUE HUTCHINSON MONTRÉAL (QUÉBEC) H2X2G2
Nom	GORDON, MASON
Fonction	Vice-président
Date de début du mandat	2010-05-01
Date de fin du mandat	2011-05-01
Adresse	156, BRAESIDE DOLLARD-DES-ORMEAUX (QUÉBEC) H9A2B3
Nom	GRENIER, JULIEN
Fonction	Vice-président
Date de début du mandat	2010-05-01
Date de fin du mandat	2011-05-01
Adresse	100, RUE DU FIEF VARENNES (QUÉBEC) J3X1Y9
Nom	GOULAMHOUSSEN, FARAH
Fonction	Vice-président
Date de début du mandat	2010-05-01
Date de fin du mandat	2011-05-01
Adresse	2110, ÉTIENNE-MONTGOLFIER SAINT-LAURENT (QUÉBEC) H4R3H7
Nom	Coursol, Catherine

Fonction	Vice-président
Date de début du mandat	2011-05-01
Date de fin du mandat	2012-05-01
Adresse	2242 rue Hochelaga Montréal (Québec) H2K4N8 Canada
Nom	Bernier, Caroline-Ariane
Fonction	Vice-président
Date de début du mandat	2011-05-01
Date de fin du mandat	2012-05-01
Adresse	3550 av. Northcliffe Montréal (Québec) H4A3K7 Canada
Nom	Mulroney, Michael
Fonction	Vice-président
Date de début du mandat	2011-05-01
Date de fin du mandat	2013-05-01
Adresse	1809-1645 BLVD De Maisonneuve O Montreal Québec H3H2N3 Canada
Nom	Gagné, Éloïse
Fonction	Vice-président
Date de début du mandat	2011-05-01
Date de fin du mandat	2012-05-01
Adresse	4150 av. d'Oxford Montréal (Québec) H4A2Y4 Canada
Nom	Papadolias, Georgia
Fonction	Vice-président
Date de début du mandat	2011-05-01
Date de fin du mandat	2012-05-01
Adresse	234 rue du Domaine Laval (Québec) H7X3R9 Canada
Nom	Lamarre-Leroux, Michèle
Fonction	Vice-président
Date de début du mandat	2011-05-01
Date de fin du mandat	2012-05-01
Adresse	3273A rue Ontario E Montréal (Québec) H1W1P5 Canada
Nom	Lalani, Faiz
Fonction	Vice-président
Date de début du mandat	2011-05-01
Date de fin du mandat	2012-05-01
Adresse	1609A-3600 av. Parc Montréal Québec H2X3R2 Canada

Nom	Clarke, Ian
Fonction	Vice-président
Date de début du mandat	2011-05-01
Date de fin du mandat	2012-05-01
Adresse	61 AV. Woodcrest St-Albert Alberta T8N3H8 Canada
Nom	Splawski, Graham
Fonction	Vice-président
Date de début du mandat	2011-05-01
Date de fin du mandat	2013-05-01
Adresse	408-3605 rue Saint-Urbain Montréal (Québec) H2X2P1 Canada
Nom	Belley-McKinnon, Alexandra
Fonction	Vice-président
Date de début du mandat	2012-05-01
Date de fin du mandat	2013-05-01
Adresse	3435 rue Sainte-Famille Montréal (Québec) H2X2K6 Canada
Nom	Ferreira, Evita
Fonction	Vice-président
Date de début du mandat	2012-05-01
Date de fin du mandat	2013-05-01
Adresse	7-4500 AV. Girouard Montreal Québec H4A3E6 Canada
Nom	Higdon, Andrew
Fonction	Vice-président
Date de début du mandat	2012-05-01
Date de fin du mandat	2013-05-01
Adresse	6046 av. Durocher Montréal (Québec) H2V3Y6 Canada
Nom	Baker, Andrew
Fonction	Vice-président
Date de début du mandat	2012-05-01
Date de fin du mandat	2013-05-01
Adresse	2-131 av. Duluth E Montréal (Québec) H2W1H2 Canada
Nom	Girard, Paul
Fonction	Vice-président
Date de début du mandat	2012-05-01
Date de fin du mandat	2013-05-01

Adresse	8-3870 rue Saint-Hubert Montréal (Québec) H2L4A5 Canada
Nom	Kettani, Sarah
Fonction	Vice-président
Date de début du mandat	2012-05-01
Date de fin du mandat	2013-05-01
Adresse	376 rue Milton Montréal (Québec) H2X1V9 Canada
Nom	Gilbert, Carole
Fonction	Vice-président
Date de début du mandat	2012-05-01
Date de fin du mandat	2013-05-01
Adresse	202-5435 RUE St Denis Montreal Québec H2J4B7 Canada
Nom	Lessard, Michaël
Fonction	Vice-président
Date de début du mandat	2013-05-01
Date de fin du mandat	2013-06-17
Adresse	6530 av. De Renty Montréal (Québec) H1M1M4 Canada

**Dirigeants non membres du conseil d'administration****Président**

Il n'y a pas de président.

**Secrétaire**

Il n'y a pas de secrétaire.

**Principal dirigeant**

Il n'y a pas de principal dirigeant.

**Fondé de pouvoir**

Il n'y a pas de fondé de pouvoir.

**Administrateurs du bien d'autrui**

Il n'y a pas d'administrateur du bien d'autrui.

**Établissements**

Il n'y a aucun établissement.

## Documents

### Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

### Documents conservés

Type de document	Date de traitement
Déclaration de mise à jour courante	2013-07-30 13:26:02
Déclaration de mise à jour courante	2013-05-09 18:18:38
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-05-03 13:31:47
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-06-12 01:05:47
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2011-06-13 15:24:19
Déclaration annuelle 2010	2010-09-28 00:00:00
Déclaration annuelle 2009	2010-07-15 00:00:00
Avis de défaut	2010-04-20 00:00:00
Déclaration annuelle 2008	2009-07-16 00:00:00
Avis de défaut	2009-04-07 00:00:00
Déclaration modificative	2008-10-22 00:00:00
Déclaration annuelle 2007	2007-11-02 00:00:00
Déclaration annuelle 2006	2006-08-02 00:00:00
Déclaration annuelle 2005	2005-10-28 00:00:00
Déclaration modificative	2005-08-19 00:00:00
Déclaration annuelle 2004	2004-11-18 00:00:00
Déclaration annuelle 2003	2004-09-08 00:00:00
Avis de défaut	2004-05-20 00:00:00
Déclaration annuelle 2002	2003-01-10 00:00:00
Déclaration annuelle 2001	2002-01-25 00:00:00
Déclaration annuelle 2000	2001-04-02 00:00:00
Déclaration annuelle 1999	2000-02-18 00:00:00
Lettres patentes supplémentaires (changement de nom Partie - I, II ou III)	1999-09-29 00:00:00
Déclaration d'immatriculation	1999-07-06 00:00:00

### Nom et autres noms utilisés au Québec

Date de mise à jour de l'index des noms 1999-09-29 00:00:00


#### Nom

Nom	Version(s) du nom dans une autre langue	Date d'entrée en vigueur	Date de fin d'utilisation	Situation
ASSOCIATION DES ÉTUDIANTS ET ÉTUDIANTES EN DROIT DE L'UNIVERSITÉ MCGILL	LAW STUDENTS ASSOCIATION OF MCGILL UNIVERSITY	1999-09-29		En vigueur

ASSOCIATION DES ÉTUDIANTS EN DROIT MCGILL INC.	MCGILL LAW STUDENTS ASSOCIATION INC.	1993-03-01	1999-09-29	Antérieur
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**Autres noms utilisés au Québec**

Autre nom	Version(s) du nom dans une autre langue	Date d'entrée en vigueur	Date de fin d'utilisation	Situation
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Québec 

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POLICE NO. / POLICY NO.

160-1947B REPLACING 3342534

COMMERCIAL POLICY

ASSURE / INSURED

LAW STUDENTS ASSOCIATION OF  
MCGILL UNIVERSITY  
3644, PEEL ST.  
MONTREAL, QC  
H3A 1W9

COURTIER / BROKER

BFL CANADA RISQUES ET  
ASSURANCES INC.  
2001, MCGILL COLLEGE  
BUREAU 2200  
MONTREAL, QC H3A 1G1

1594

OFF. 001 C

DUREE DU CONTRAT

À Ch. 01, Heure Normale, À l'adresse 50 durée aux présentes

17 02 2013 17 02 2014

RENEWAL

TRANSACTION / TRANSACTION

A1

PRISE D'EFFET  
DU CHANGEMENT

17 02 2013 17 02 2014

LA PRESENTE ASSURANCE EST CONSENTIE SUR LA  
BASE DES DECLARATIONS CONSIGNÉES AUX  
CONDITIONS PARTICULIÈRES ET MOYENNANT LE  
PAIEMENT DE LA PRIME

Days Month Year Day Month Year

12 01 AM standard time at the address as stated herein

POLICY PERIOD

Days Month Year

EFFECTIVE DATE  
OF MODIFICATION

IN CONSIDERATION OF THE PREMIUM STATED THE  
INSURER WILL INDEMNIFY THE INSURED IN ACCOR-  
DANCE WITH THE TERMS AND CONDITIONS OF  
THE POLICY

SUBJECT TO THE GENERAL AND ADDITIONAL CONDITIONS  
LOCATION - 1 -

3644 RUE PEEL  
MONTREAL

( FORM: 240.0 VERSION 4. )

MUN.C. 652600-3  
CONSTRUCTION 2

INSURED'S BUSINESS:  
STUDENT'S ASSOCIATION - NON PROFIT ORGANIZATION

INSPECTION  
4205133

DETAIL OF COVERAGES

40	DESCRIPTION	CO- INSURANCE	FORM	DEDUCTIBLE	LIMIT	PREMIUM
2	CONTENTS	80	034.1-5.	500	5 000	
4	OFFICE CONTENTS FLOATER FORM *** PLUS FORM ***	80	017.5-3.	500	5 000	
8	BUSINESS INTERRUPTION INSURANCE - EXTRA EXPENSE FORM		234.0-7.		10 000	
25	COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION POLICY - FORM A		110.1-5.	500	2 500	
26	MONEY AND SECURITIES - LOSS INSIDE THE PREMISES		110.2-4.	250	2 500	
27	MONEY AND SECURITIES - LOSS OUTSIDE THE PREMISES		110.3-4.	250	2 500	
28	MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY COVERAGE		110.4-4.		2 500	
29	DEPOSITORS FORGERY COVERAGE		110.5-4.		2 500	
30	COMMERCIAL GENERAL LIABILITY - CIVICA STANDARD LIMITS OF INSURANCE		091.0-4.			
	EACH OCCURRENCE LIMIT			2 500	2 000 000	
	PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT				2 000 000	
	PERSONAL AND ADVERTISING INJURY LIMIT				2 000 000	
	GENERAL AGGREGATE LIMIT				N/A	
	TENANTS' LEGAL LIABILITY LIMIT			500	250 000	
	MEDICAL EXPENSE LIMIT				50 000	

FORM OF BUSINESS: ORGANIZATION

BUSINESS DESCRIPTION AND LOCATION OF ALL  
PREMISES YOU OWN, RENT OR OCCUPY:

STUDENT'S ASSOCIATION - NON PROFIT ORGANIZATION  
PREMIUM 1 640

QPF NO.6 - QUEBEC AUTOMOBILE INSURANCE POLICY  
(NON-OWNED FORM)

094.9-1. 2 000 000

EXTENSIONS OF COVERAGE - CIVICA SUPERIOR

098.9-4.

12 EARTHQUAKE SHOCK ENDORSEMENT

159.0-4.

13 FLOOD INSURANCE

159.1-1.

14 SEWER BACKING UP COVERAGE

159.2-1.

5 15 000  
10 000 15 000  
2 500 25 000

PAGE 1  
BROKER



# Conditions particulière Declaration

POLICENUM / POLICY NO

160-19478 REPLACING 3342534

COMMERCIAL POLICY

ASSURE / INSURED

LAW STUDENTS ASSOCIATION OF  
MCGILL UNIVERSITY  
3644, PEEL ST.  
MONTREAL, QC  
H3A 1W9

COURTIER / BROKER

BFL CANADA RISQUES ET  
ASSURANCES INC.  
2001, MCGILL COLLEGE  
BUREAU 2200  
MONTREAL, QC H3A 1G1

1594

OFF. 001 C

DURÉE DU CONTRAT

A 0 h 01 heure normale à l'adresse stipulée aux présentes  
Ann. Mois An. Mois SA

TRANSACTION / TRANSACTION

17 02 2013 17 02 2014 RENEWAL

PRISE D'EFFET  
DU CHANGEMENT

Ann. Mois An.

LA PRESENTE ASSURANCE EST CONSENTIE SUR LA  
BASE DES DECLARATIONS CONSIGNEES AUX  
CONDITIONS PARTICULIERES ET MOYENNANT LE  
PAIEMENT DE LA PRIME

A1

EFFECTIVE DATE  
OF MODIFICATION

IN CONSIDERATION OF THE PREMIUM STATED, THE  
INSURER WILL INDEMNIFY THE INSURED IN ACCOR-  
DANCE WITH THE TERMS AND CONDITIONS OF  
THE POLICY

LOCATION - 1 -

## COMMON EXCLUSIONS

003.1-6.

## DECLARATION OF EMERGENCY ENDORSEMENT

003.2-4.

NAMED INSURED  
LAW STUDENTS ASSOCIATION OF MCGILL UNIVERSITY  
ASSOCIATION DES ETUDIANTS ET ETUDIANTES EN  
DROIT DE L'UNIVERSITE MCGILL  
ADDITIONAL INSURED  
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF  
LEARNING  
MCGILL UNIVERSITY  
APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY  
INSURANCE, IT IS AGREED THAT THE ROYAL  
INSTITUTION FOR THE ADVANCEMENT OF LEARNING AND  
MCGILL UNIVERSITY IS ADDED AS AN ADDITIONAL  
INSURED, BUT ONLY IN RESPECT OF THE LIABILITY  
ARISING OUT OF THE ACTIVITIES OF THE STUDENT'S  
ASSOCIATION (LSA) AT THE PREMISES LOCATED AT  
3644, PEEL STREET, MONTREAL, QC .  
IN THE EVENT THAT THE POLICY IS CANCELLED,  
THE INSURER WILL SEND WRITTEN NOTICE TO  
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF  
LEARNING AND MCGILL UNIVERSITY. THE CANCELLATION  
TAKES EFFECT 30 DAYS AFTER RECEIPT OF SUCH  
NOTICE AT THE FOLLOWING ADDRESS: 845,  
SHERBROOKE ST. WEST, MONTREAL, QC H3A 2T5  
DIFFERENCES IN CONDITIONS  
PROGRAM - ACADEMIC STUDENTS ASSOCIATIONS

780.2-1.  
890.2-1.

## EMERGENCY NUMBER

IF YOU HAVE A SERIOUS LOSS AFTER REGULAR BUSINESS  
HOURS, PLEASE CALL > 1 866 464 2424

DATED OF 09-01-2013 SEQ. 00

AMOUNT DUE : \$2 043

2043A200

PAGE 2  
BROKER

fait par l'Assuré(e)  
The insured (for, executed on up to)

by or on behalf of the insured  
by or on behalf of the insured



# PROPERTY COVERAGE – BUILDINGS AND/OR CONTENTS

Words that appear in bold type have special meanings as defined in Special Provisions clause 6 Definitions. Definitions of certain additional words are found in the General Conditions (form 240 0e)

## INDEMNITY AGREEMENT

In the event that any of the insured property is lost or damaged during the policy period by an insured peril, the Insurer will indemnify the Insured against the direct loss or damage so caused to an amount not exceeding whichever is the least of:

- the value of the loss or damaged property as determined in Special Provisions clause 2 –Basis of valuation;
- the interest of the Insured in the property;
- the amount of insurance specified on the Declarations for the lost or damaged property

The inclusion of more than one person or interest shall not increase the Insurer's liability

### 1. INSURED PROPERTY

#### 1.1 Coverage 034.0

This form insures the building(s) situated at the location(s) specified on the Declarations

#### 1.2 Coverage 034.1

This form insures stock, equipment and tenants' improvements usual or incidental to the Insured's business at the location(s) specified on the Declarations

#### 1.3 Coverage 034.2

Commercial Property Floater on property at temporary locations, other than at a specified location, except while in transit or outside Canada or the continental United States of America. There shall be no liability under this item at any location owned, rented, or controlled in whole or in part by the Insured

#### 1.4 Coverage 034.3

Commercial Property Floater on property in the course of transit including loading and unloading and until delivered within Canada or the continental United States of America

#### 1.5 Coverage 034.4

Commercial Property Floater on samples, whether in transit or otherwise, within Canada or the continental United States of America, in the custody of a sales representative, subject to the limit stated on the Declarations.

### 2. INSURED PERILS

This form, except as otherwise provided, insures against all risks of direct physical loss of or damage to the insured property

### 3. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by an insured peril exceeds the amount of the deductible specified on the Declarations in any one occurrence

Should any occurrence give rise to the application of more than one deductible amount for any one premises, only the highest deductible will be applied

## EXCLUSIONS

### 1. EXCLUDED PROPERTY

This form does not insure loss of or damage to:

- sewers, drains or watermains located beyond the outside bearing walls or foundations of the building but this exclusion does not apply to loss or damage caused directly by Named Perils;
- outside communication towers, antennae (including satellite receivers) and attached equipment. This exclusion does not apply to loss or damage caused directly by Named Perils;
- property at locations which, to the knowledge of the Insured, are vacant, unoccupied or shut down for more than 30 consecutive days;

- money, cash cards, bullion, platinum, precious metals and alloys, securities, stamps, tickets (except lottery tickets) and tokens, or evidence of debt or title;

- automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property. This exclusion does not apply to watercraft or amphibious or air cushion vehicles held for sale, or to unlicensed automobiles or unlicensed trailers used in the business of the Insured when on the premises;

- property from the time of leaving the Insured's custody if it is:

1.8.1. loaned or rented or leased to others; or

1.8.2. sold by the Insured under conditional sale or instalment payment or other deferred payment plan

This exclusion (1.8.) does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at the risk of the Insured;

- growing plants, trees, shrubs or flowers, all while outside the building except as provided in the Extensions of Coverage, Clause 2.;

- animals, fish or birds. This exclusion does not apply to loss or damage caused directly by Named Perils or by theft or attempted theft;

- furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, or precious and semi-precious stones. This exclusion does not apply to:

1.9.1. loss or damage caused directly by Named Perils; or

1.9.2. the first \$1,000 of any loss otherwise insured;

- property insured under the terms of any Marine Insurance, and property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

- property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;

- roadways, walkways, parking lots, other exterior paved surfaces, retaining walls or permanently installed landscape structures outside the building. This exclusion does not apply to the first \$10,000 including debris removal of any loss otherwise insured.

### 2. EXCLUDED PERILS

This form does not insure against loss or damage caused directly or indirectly:

- to electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion provided such perils are not otherwise excluded in this form;

- a. to any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;

- b. to any boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);

caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use

This exclusion (2.2. a. and b.) does not apply to:

- manually portable gas cylinders;
- explosion of natural, coal or manufactured gas;
- explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;

- by snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from fire protective equipment provided such perils are not otherwise excluded in this form;

## EXCLUSIONS (continued)

- 2.4. by explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured:
- 2.4.1. the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
  - 2.4.2. piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
  - 2.4.3. other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;
  - 2.4.4. moving or rotating machinery or its parts;
  - 2.4.5. any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other insured property that has been damaged by such explosion;
  - 2.4.6. gas turbines.
- This exclusion (2.4.) does not apply to loss or damage caused by resultant fire;
- 2.5. by settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to loss or damage caused directly and concurrently by a peril not otherwise excluded in this form;
- 2.6. in whole or in part by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from fire protective equipment, provided such perils are not otherwise excluded in this form;
- 2.7. in whole or in part by flood, including surface water, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, leakage from fire protective equipment, provided such perils are not otherwise excluded in this form. This exclusion does not apply to loss or damage caused directly by leakage from a watermain;
- Exclusions 2.6. and 2.7. do not apply to property in transit;
- 2.8. by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently and directly caused by a peril not otherwise excluded in this form;
- 2.8.1. by the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located;
- 2.9. by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings, unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this form;
- 2.10. by centrifugal force, mechanical or electrical breakdown or derangement, in or on the premises. This exclusion does not apply to loss or damage caused directly by resultant fire;
- 2.11. a. by dampness or dryness of atmosphere;
- b. by changes in or extremes of temperature, heating or freezing;
  - c. by total or partial interruption to the supply of electricity, water, gas or steam;
  - d. by shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
  - e. by contamination;
  - f. by marring, scratching or crushing.

This exclusion (2.11.) does not apply to loss or damage caused directly by:

- Named Perils, rupture of pipes or breakage of apparatus not excluded under paragraph 2.2. hereof, theft or attempted theft or an accident to transporting conveyance, provided such perils are not otherwise excluded;
  - damages to pipes caused directly by freezing unless such pipes are excluded in paragraph 2.2. hereof;
- 2.12. by smoke from agricultural smudging or industrial operations;
- 2.13. by rodents, insects, bats, raccoons, skunks or vermin. This exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in this form;
- 2.14. by delay, loss of market, or loss of use or occupancy;
- 2.15. in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- 2.16. a. by any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lighting or explosion of natural, coal or manufactured gas provided such perils are not otherwise excluded in this form;
- b. by contamination by radioactive material;
- 2.17. by any dishonest or criminal act on the part of the Insured or any other party of interest, employees or agents of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted), but this exclusion does not apply to physical damage, caused directly by employees of the Insured, which results from a peril otherwise insured and not otherwise excluded under this form;
- 2.18. to equipment or stock while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of equipment or stock. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion provided such perils are not otherwise excluded in this form;
- 2.19. proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;
- 2.20. by wear and tear, rust or corrosion, gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself, the cost of making good:
- faulty or improper material;
  - faulty or improper workmanship;
  - faulty or improper design.
- This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- 2.21. by mysterious disappearance;
- 2.22. by shortage of equipment or stock disclosed on taking inventory;
- 2.23. by disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning;
- 2.24. Pollution
- 2.24.1. loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants, nor the cost or expense of any resulting clean up. This exclusion (2.24.1.) does not apply:
    - if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants is directly caused by a peril not otherwise excluded in this form, or
    - to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
  - 2.24.2. cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants.

## EXTENSIONS OF COVERAGE

The following extensions of coverage shall not increase the amounts of insurance applying under this form and are subject to all the conditions of this form

### 1. Debris removal

The Insurer will indemnify the Insured for expenses incurred in the removal from the premises of debris of the insured property, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this form

The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this form but which has been blown by windstorm upon the premises.

This extension of coverage does not apply to costs or expenses:

- 1.1. to clean up pollutants from land or water; or
- 1.2. for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants.

Debris removal expense shall not be considered in the calculation of the value as determined in Special Provisions clause 2 – Basis of valuation for the purpose of applying co-insurance

### 2. Growing Plants, Trees, Shrubs or Flowers outside the Building

This form is extended to insure loss of or damage to growing plants, trees, shrubs or flowers outside the building caused directly by Named Perils (with the exception of windstorm or hail) or from theft or attempted theft provided such perils are not excluded in Clause 2 (Excluded Perils) hereof. This extension of coverage shall be limited to a maximum recovery, including debris removal expense, to \$500 for each growing plant, tree, shrub or flower.

### 3. Removal

If any of the insured property is necessarily removed from the premises to prevent loss of or damage to or further loss of or damage to such property, that part of the insurance under this form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for seven days only, or for the unexpired term of the policy if less than seven days, insure the property removed and any property remaining at the premises in the proportions which the value of the property in each of the locations bears to the value of the property in them all

### 4. Personal Property of Officers and Employees

At the option of the Insured, equipment also includes personal property of officers and employees of the Insured. The insurance on such property

- 4.1 shall not attach if it is insured by the owner, unless the Insured is obliged to insure it or is liable for its loss or damage.
- 4.2 shall apply only to loss or damage occurring at the premises or at a newly acquired location by the Insured.

### 5. Building Damage by Theft

This form is extended to insure damage (except by fire) to that part of a building occupied by the Insured directly resulting from theft or attempted theft and from vandalism or malicious acts committed on the same occasion, provided the Insured is not the owner of such building and is legally liable for such damage and the building is not otherwise insured under this form. This extension of cover shall be limited to a maximum recovery of \$2,500 for any one occurrence.

### 6. Newly acquired location

Subject to a limit of \$250,000 on buildings and \$100,000 on contents, this insurance shall cover property at any newly acquired location in Canada or the continental United States of America that is owned, rented or controlled by the Insured and occupied by the Insured for the purposes stated in the Declarations. This coverage attaches at the time of the acquisition and extends for a period of 30 days, or to the date of endorsement of this form adding such location, or until the expiry date of this policy, whichever occurs first

### 7. Inflation protection:

- 7.1 The amount of insurance shown in the Declarations for the Buildings and/or Contents will automatically be increased as determined by the Company, based on available inflation data
- 7.2 On renewal or anniversary date, the amounts of insurance will be automatically increased accordingly and the premium adjusted

## SPECIAL PROVISIONS

### 1. CO-INSURANCE (This clause applies separately to each item for which a co-insurance percentage is specified in the Declarations)

The Insured shall maintain insurance concurrent with this form on the insured property to the extent of at least the amount produced by multiplying the value of the property as determined in clause 2 – Basis of valuation by the co-insurance percentage specified in the Declarations. If the Insured fails to do so, the Insured shall be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

This clause applies only where the amount of loss or damage exceeds the amount of \$10,000

### 2. BASIS OF VALUATION

The value of the insured property shall be determined as follows:

#### 2.1 Tenants' Improvements

- 2.1.1 if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended, but not exceeding the actual cash value of the tenant's improvements at the time and place of loss or damage.
- 2.1.2 if not repaired or replaced with due diligence and dispatch, that portion of the original cost of the lost or damaged tenant's improvements which the unexpired term of the lease at the time of loss or damage bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease

#### 2.2 Records

Business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs)

- 2.2.1 the cost of blank materials for reproducing the records, and
- 2.2.2 the costs of labour to transcribe or copy the records when there is a duplicate.

#### 2.3 Stocks

- 2.3.1 unsold stock: the actual cash value of the property at the time and place of loss or damage, but in no event to exceed what it would cost to repair or replace with material of like kind and quality.
- 2.3.2 sold stock: the selling price after allowance for discounts.
- 2.3.3 the property of others in the custody or control of the Insured for the purpose of performing work upon it, the amount for which the Insured is liable, but not exceeding the actual cash value at the time and place of loss or damage plus allowance for labour and materials expended to such time.

#### 2.4 Other insured properties

All other insured property under this form and for which no more specific conditions have been set out, the actual cash value at the time and place of loss or damage, but not exceeding what it would then cost to repair or replace with material of like kind and quality

**Actual Cash Value:** Various factors shall be considered in the determination of actual cash value. The factors to be considered shall include, but not be limited to, replacement cost less any depreciation and market value. In determining depreciation, consideration shall be given to the condition of the property immediately before the damage, the resale value, the normal life expectancy of the property and obsolescence

### 3. LOCKED VEHICLE WARRANTY

This clause does not apply to property which is under the control of a common carrier

Warranted by the Insured that any vehicle in which the insured property is carried is equipped with a fully enclosed body or compartment, and the Insurer shall be liable in case of loss by theft from an unattended vehicle only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment, the doors of which are securely locked and the windows closed

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## SPECIAL PROVISIONS (continued)

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### 4. PREMIUM ADJUSTMENT

If, within six months after the expiry or anniversary date of each policy period, the Insured shall file with the Insurer a Premium Adjustment Application Form showing, for the policy period, the value of the stock on the last day of each month at each premises as commented upon by the Insured's accountant, the actual premium for the policy period shall then be calculated at the rate applying to each premises for the average amount of the total values declared. If the premium paid by the Insured for such stock exceeds the actual premium thus calculated, the Insurer shall refund to the Insured any excess paid, subject to a maximum refund of 50% of the premium paid. In the event of any monthly declared values being in excess of the amount of insurance, the amount of the excess shall not be included in the premium adjustment calculations.

### 5. SPECIAL PROVISIONS APPLICABLE TO CONDOMINIUMS

#### 5.1 Property insured

This form insures the buildings and contents as described in the Declarations.

#### 5.2 Additional exclusions

This form does not insure loss or damage to:

5.2.1. buildings or contents, if all units, are to the knowledge of the Condominium Corporation vacant or unoccupied for more than 30 consecutive days;

5.2.2. property belonging to the owners of individual units;

5.2.3. improvements and betterments to individual units made or acquired by the owners of such units;

#### 5.3 Loss adjustment (in accordance with the terms of article 1075 of the Civil Code of Québec)

The indemnity owing to the syndicate following a substantial loss is, notwithstanding article 2494, paid to the trustee appointed in the constituting act of co-ownership or, where none has been appointed, designated by the syndicate.

### 6. DEFINITIONS

**Clean up** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of pollutants, including testing which is integral to any of these processes.

**Named Perils** means fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism, malicious acts, smoke, leakage from fire protective equipment, windstorm or hail, provided such perils are not otherwise excluded in Clause 2 (Excluded Perils) hereof.

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

# OFFICE CONTENTS FLOATER PLUS FORM

## INSURING AGREEMENTS

In the event that any of the property insured shall be lost or damaged by the perils insured against, the Insurer will indemnify the Insured against the direct loss so caused, to an amount not exceeding whichever is the least of

- The actual cash value of the property at the time of loss or damage;
- The interest of the Insured in the property;
- The limit of liability provided by this form in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit of liability.

### 1. PROPERTY INSURED

This form insures office contents and tenant's improvements ordinarily situated at the Insured's office premises as stated in the Declarations

### 2. PERILS INSURED

This form, except as herein provided, insures against all risks of direct physical loss of or damage to the property insured

### 3. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the sum stated in the Declarations in any one occurrence

### 4. CO-INSURANCE

This clause applies separately to each location or division of the property insured.

The Insured shall maintain insurance concurrent with this form on the property insured to the extent of at least the percentage stated in the Declarations of the actual cash value thereof and failing so to do, shall only be entitled to recover that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause

This clause applies only where the total loss exceeds the lesser of 2 % of the applicable amount of insurance or \$5,000

## EXCLUSIONS

### 1. PROPERTY EXCLUDED

This form does not insure loss of or damage to:

- 1.1 Money and stamps except as provided in Extensions of Coverage, Clause 1.3, bullion, securities, tickets, token, evidences of debt or title;
- 1.2 Exterior signs, outside communication towers, antennae and appurtenances attached thereto, exterior glass including lettering, ornamentation or burglar alarm foil thereon, but this exclusion does not apply to loss or damage caused by any of the Perils specified;
- 1.3
  - 1.3.1 property for sale;
  - 1.3.2 samples, whether in transit or otherwise, in the custody of a sales representative;
- 1.4 Property illegally acquired, kept, stored or transported;
- 1.5 Property seized or confiscated for breach of any law or by order of any public authority;
- 1.6 Growing plants, trees, shrubs or flowers, all while in the open except as provided in the Extensions of Coverage, Clause 1.7.

### 2. PERILS EXCLUDED

This form does not insure against loss or damage caused directly or indirectly:

- 2.1 To electrical devices, appliances or wiring by artificially generated electrical currents including arcing, unless fire or explosion ensues and then only for such ensuing loss or damage;
- 2.2 By earthquake, but this exclusion does not apply to ensuing loss or damage which results from fire or explosion;
- 2.3 By flood and the word flood includes waves, tides, tidal waves and the rising of, the breaking out or the overflow of any body of water, whether natural or man made; but this exclusion does not apply to ensuing loss or damage which results from fire, explosion, smoke or leakage from fire protective equipment or from a watermain;

(Exclusions 2.2 and 2.3 do not apply to property in transit)

- 2.4 By seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings therein, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently caused by a peril not otherwise excluded, or:

2.4.1 by the backing up of sewers, sumps, septic tanks or drains;

- 2.5 By the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently caused by a peril not otherwise excluded;
- 2.6 By dampness or dryness of atmosphere, changes of temperature, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in color or texture or finish, rust or corrosion, marring, scratching or crushing; but this exclusion does not apply to loss or damage caused directly by any of the Perils specified, theft or attempt thereat or accident to transporting conveyance;
- 2.7 To the property insured while actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of the property insured, unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- 2.8 By misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or any other party of interest, employees or agents of the Insured or any person to whom the property may be entrusted (bailees for hire excepted);
- 2.9 By mechanical or electrical breakdown or derangement, in or on the premises, unless fire ensues and then only for the loss or damage caused by such ensuing fire;
- 2.10 By war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- 2.11 By any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- 2.12 By smoke from agricultural smudging or industrial operations;
- 2.13 By rodents, insects or vermin, unless directly caused by a peril otherwise insured and not otherwise excluded under this form;

Nor does this form insure:

- 2.14 Latent defect, faulty material, faulty workmanship, inherent vice, gradual deterioration or wear and tear;
- 2.15 Any mysterious disappearance or shortage disclosed on taking inventory;
- 2.16 Electric or magnetic injury, disturbance or erasure of electronic recording except by lightning;
- 2.17 Any loss or damage, whether direct or indirect, nor any clean up cost incurred resulting from any spill, discharge or seepage of a pollutant / contaminant.

This exclusion does not apply to loss or damage to the property insured caused by the Perils specified, theft or attempt thereat or to expenses covered under Extensions of Coverage, Clause 2.2.



## EXTENSIONS OF COVERAGE

1. The following extensions of coverage, subject to all the conditions of this form, shall not increase the limit of liability applying under this form.
  - 1.1 At the option of the Insured, this insurance also includes **Personal property of officers and employees**, the insurance of such property.
    - 1.1.1 shall not attach if it is insured by the owner unless the Insured is obliged to insure it or is legally liable for its loss or damage.
    - 1.1.2 shall apply only to loss or damage occurring at the location specified in the Declarations
  - 1.2 This form is extended to include **damage to premises by theft** (except by fire), meaning damage to that part of a building occupied by the Insured directly resulting from theft or attempt thereof and from vandalism or malicious acts committed concurrently therewith, provided the Insured is the owner of such premises or legally liable for such damage. The Insurer shall not be liable in any one loss for more than \$2,500, however, all damage to glass, including lettering, ornamentation or burglar alarm foil thereon is excluded from this extension.
  - 1.3 This insurance also applies to currency, money and stamps in or on the premises and while being conveyed by the Insured or his employees to the bank or from the place of purchase of stamps, but the total liability of the Insurer shall not exceed \$500 in any one loss caused by theft.
  - 1.4 **Valuable papers and records** - The Insured may apply up to \$1,000 to insure additional expense necessarily incurred, in the reproduction of the Insured's valuable papers, original plans or drawings, films, tapes and other devices for electronic and electro-mechanical data processing, due to loss or damage by a peril insured.
  - 1.5 **Property away from the premises** - The Insurer may apply up to \$2,000 to the property insured while temporarily removed from the premises specified in the Declarations, anywhere in Canada and within the Continental United States of America.
  - 1.6 This form is extended to insure **newly acquired items** that are owned by the Insured, and this coverage attaches at the time of such acquisition and extends for a period of 30 days or to the date of endorsement, whichever first occurs. The Insurer shall not be liable under the provisions of this extension for more than \$5,000 in any one occurrence.
  - 1.7 **Growing plants, trees, shrubs or flowers in the open** - This form is extended to cover loss or damage to growing plants, trees, shrubs or flowers in the open caused directly by any of the Perils specified, except by windstorm or hail, provided such perils are not excluded in Clause 2 (Perils excluded) hereof. This extension of coverage shall be limited to \$500 for each growing plant, tree, shrub or flower including debris removal expense.

### 2. COVERAGE IS EXTENDED:

- 2.1 To **extra expense**, meaning the necessary extra expense incurred by the Insured in order to continue as nearly as practicable the normal conduct of the Insured's office following damage or destruction by the perils insured against to the building or additions thereto or contents thereof specified in the Declarations. The Insurer shall not be liable in any one loss for more than \$2,500 in addition to the limit stated in the Declarations for this coverage.
- 2.2 **Debris removal**

To expenses incurred in the removal from the Insured's premises of debris of the property insured, occasioned by loss or damage to such property, caused by the Perils specified.

The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this form but which has been blown by windstorm upon a location specified in the Declarations.

Debris removal expense shall not be considered in the determination of actual cash value for the purpose of applying the Co-insurance clause.

The Insurer shall not be liable in any one loss for more than 10 % in addition to the limit stated in the Declarations for this coverage.
- 2.3 **Replacement cost**

The Insurer agrees to amend the basis of settlement from actual cash value to replacement cost subject to the following provisions:

  - 2.3.1 replacement shall be effected by the Insured with due diligence and dispatch.

- 2.3.2 settlement on a replacement cost basis shall be made only when replacement has been effected by the Insured and necessarily expended for such replacement.
- 2.3.3 failing compliance by the Insured with any of the foregoing provisions, settlement shall be made as if this extension had not been in effect;
- 2.3.4 any other insurance effected by or on behalf of the Insured in respect of the perils insured against by this policy on the property to which this extension is applicable shall be on the basis of replacement cost as defined herein.
- 2.3.5 any reference to actual cash value in a Co-insurance clause in this policy is deemed to be a reference to replacement cost of the property insured.

In this extension,

- 2.3.6 **replacement cost** means the cost of replacing or repairing (whichever is the least) the property with new property of like kind and quality and for like occupancy without deduction for depreciation, and
- 2.3.7 **replacement** includes repair, with new property of like kind and quality.

In the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this extension.

### 2.3.8 Exclusions

This extension does not apply to:

- 2.3.8.1 stock;
- 2.3.8.2 patterns, dies, moulds;
- 2.3.8.3 paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glass-ware, bric-a-brac or other articles of art, rarity or antiquity.
- 2.3.8.4 manuscripts and records meaning books of account, drawings, card index systems and other records, media, data storage devices and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment.
- 2.3.8.5 any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

### 2.4 Inflation protection

It is agreed that:

- 2.4.1 the amount of insurance shown on the Declarations will automatically be increased as determined by the Company based on available inflation data.
- 2.4.2 on renewal or anniversary date, the amount of insurance will be automatically increased accordingly and the premium adjusted.

## LIMITATIONS

### 1. TENANT'S IMPROVEMENTS

The liability of the Insurer shall be as follows:

If not repaired or replaced with due diligence and dispatch after the loss, that portion of the original cost of the damaged or destroyed tenant's improvements which the unexpired term of the lease at the time of the loss bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease.

### 2. RECORDS CLAUSE

Except as provided under paragraph 1.4 of the Extensions of Coverage, the liability of the Insurer for loss to:

- 2.1 Books of account, drawings, card index systems and other records, other than as described in 2.2 below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labour for actually transcribing or copying said records.

- 2.2 Media, data storage devices and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, shall not exceed the cost of reproducing such media, data storage devices and programme devices from duplicates or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or data for such reproduction

Whichever is applicable of 2.1 or 2.2 above shall be the basis to be adopted for the purpose of applying the Co-insurance clause

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## DEFINITIONS

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Wherever used in this form

1. **Office contents** means manuscripts, furniture, fixtures, equipment and all other office contents, the property of the Insured or of others for which the Insured is legally liable, subject to the exclusions and limitations stipulated herein, all while on the premises, or in or on vehicles within 100 meters of the premises
2. **Tenant's Improvements** means building improvements, alterations and betterments made at the expense of the Insured to a building occupied by the Insured and which are not otherwise insured, provided the Insured is not the owner of such building, if the Insured purchased the use interest in tenant's improvements made by a predecessor tenant, this form applies as though such tenant's improvements had been made at the expense of the Insured
3. **Extra expense** means the excess (if any) of the total cost during the period of restoration for the purpose of continuing the Insured's business over and above the total cost that would normally have been incurred to conduct the office activities during the same period had no loss occurred, the cost in each case to include expense of using other property or facilities of other concerns or other similar necessary emergency expenses. In no event, however, shall the Insurer be liable under this form for loss of income nor for extra expense in excess of that necessary to continue as nearly as practicable the normal conduct of the Insured's office activities, nor for the cost of repairing any of the described property that has been damaged or destroyed by the perils insured against, except cost in excess of the normal cost of such repairs or replacements necessarily incurred for the purpose of reducing the total amount of extra expense; liability for such excess cost shall not exceed the amount by which the total extra expense otherwise payable under this form is reduced. The Insurer shall also be liable for extra expense incurred in obtaining property for temporary use during the period of restoration necessarily required for the conduct of the Insured's office activities, any salvage value of such property remaining after resumption of normal operations shall be taken into consideration in the adjustment of any loss hereunder.
4. **Malicious acts** means all acts of a malicious nature except theft or attempt thereof
5. **Perils specified** means fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, strike, vandalism, malicious acts, smoke, leakage from fire protective equipment, windstorm or hail, provided such perils are not excluded in Clause 2 (Perils excluded) hereof

# BUSINESS INTERRUPTION INSURANCE EXTRA EXPENSE FORM

## 1. INDEMNITY AGREEMENT

This form insures the necessary extra expense incurred by the Insured in order to continue as nearly as practicable the normal conduct of the Insured's business following damage to or destruction by the perils insured against to the building(s) or additions thereto or contents thereof, for not exceeding such length of time, herein referred to as the period of restoration, commencing with the date of the loss and not limited by the date of expiration of this policy, as shall be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the described building(s) or additions thereto or contents thereof as may be destroyed or damaged.

## 2. AMOUNT OF INSURANCE

The liability shall in no event exceed that percentage of the amount of this insurance (at the time of loss) which is stated in the Declarations for the determined period of restoration.

In the event that extra expense incurred by the Insured during the longest period of restoration for which provision is made in the Declarations does not exhaust the insurance hereby provided, then such unexhausted insurance shall apply for the remainder of the period of restoration.

## 3. RESUMPTION OF OPERATIONS

As soon as practicable after any loss, the Insured shall resume complete or partial business operations of the property described and, in so far as practicable, reduce or dispense with such extra expenses as are being incurred.

## 4. INTERRUPTION BY CIVIL AUTHORITY

This form is extended to include the actual loss as insured hereunder during the period of time, not exceeding 2 weeks, while access to the premises is prohibited by order of civil authority but only when such order is given as a direct result of damage to neighbouring premises by a peril insured against.

## SPECIAL EXCLUSIONS

The Insurer shall not be liable for:

1. Any increase of loss directly or indirectly, proximately or remotely, resulting from, or contributed to by, the operation of any by-law, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures unless the liability is otherwise specifically assumed by endorsement hereon;

2. Any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the premises interfering with the rebuilding, repairing, or replacing the property damaged or destroyed or the resumption or continuation of business or free access to or control of the premises or due to the action of sympathetic strikers elsewhere;
3. Loss due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of whatever nature;
4. Loss due to the suspension, lapse or cancellation of any lease or license, contract or order;
5. The cost of compiling books of account, abstracts, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing.

## ADDITIONAL DEFINITIONS

1. Extra expense means the excess (if any) of the total cost during the period of restoration for the purpose of continuing the Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. The cost in each case to include expense of using other property or facilities of other concerned or other similar necessary emergency expenses. In no event, however, shall the Insurer be liable under this form for loss of income nor for extra expense in excess of that necessary to continue as nearly as practicable the normal conduct of the Insured's business, nor for the cost of repairing or replacing any of the described property that has been damaged or destroyed by the perils insured against, except cost in excess of the normal cost of such repairs or replacements necessarily incurred for the purpose of reducing the total amount of extra expense; liability for such excess cost however, shall not exceed the amount by which the total extra expense otherwise payable under this form is reduced. The Insurer shall also be liable for extra expense incurred in obtaining property for temporary use during the period of restoration necessarily required for the conduct of the Insured's business. Any salvage value of such property remaining after resumption of normal operations shall be taken into consideration in the adjustment of any loss hereunder.
2. Month means 30 consecutive days.
3. Normal means the condition which would have existed had no loss occurred.



# COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION POLICY

The Insurer, in consideration of the payment of the premium, the General Agreements, Conditions and Limitations and other terms of this policy, agrees with the Insured, in accordance with such of the Coverages hereof as are specifically designated by the insertion of an amount of insurance in the Declarations, to pay the Insured for

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## INSURING AGREEMENTS

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### COVERAGE 110.1e (Version 5)

#### Employee Dishonesty (Form A)

Loss of money, securities and other property which the Insured shall sustain, to an amount not exceeding in the aggregate the amount stated in the Declarations applicable to this Coverage 110.1e, Form A, resulting directly from one or more fraudulent or dishonest acts committed by an employee, acting alone or in collusion with others

#### Employee Dishonesty (Form B)

Loss of money, securities and other property which the Insured shall sustain resulting directly from one or more fraudulent or dishonest acts committed by an employee, acting alone or in collusion with others, the amount of insurance on each of the employees being the amount stated in the Declarations applicable to this Coverage 110.1e, Form B

### COVERAGE 110.2e (Version 4)

#### Loss inside the Premises

1. Loss of money and securities by the actual destruction, disappearance or wrongful abstraction thereof within the premises or within any banking premises or similar recognized places of safe deposit
2. Loss of
  - Other property by safe burglary or robbery within the premises or attempt thereat, and
  - A locked cash drawer, cash box or cash register by felonious entry into such container within the premises or attempt thereat or by felonious abstraction of such container from within the premises or attempt thereat
3. Damage to the premises by such safe burglary, robbery or felonious abstraction, or by or following burglarious entry into the premises or attempt thereat, provided with respect to damage to the premises the Insured is the owner thereof or is liable for such damage

### Coverage 110.3e (Version 4)

#### Loss outside the Premises

Loss of money and securities by the actual destruction, disappearance or wrongful abstraction thereof outside the premises while being conveyed by a messenger or any armoured motor vehicle company, or while within the living quarters in the home of any messenger.

Loss of other property by robbery or attempt thereat outside the premises while being conveyed by a messenger or any armoured motor vehicle company, or by theft while within the living quarters in the home of any messenger.

### COVERAGE 110.4e (Version 4)

#### Money Orders and Counterfeit Paper Currency

Loss due to the acceptance in good faith, in exchange for merchandise, money or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit Canadian or United States paper currency

### COVERAGE 110.5e (Version 4)

#### Depositors Forgery

Loss which the Insured or any bank which is included in the Insured's proof of loss and in which the Insured carries a checking or saving account, as their respective interests may appear, shall sustain through forgery or alteration of, on or in any cheque, draft, promissory note, bill of exchange or similar written promise, order or direction to pay a sum certain in money, made or drawn by or drawn upon the Insured, or made or drawn by one acting as agent of the Insured or purporting to have been made or drawn as hereinbefore set forth, including

1. Any cheque or draft made or drawn in the name of the Insured payable to a fictitious payee and endorsed in the name of such fictitious payee,
2. Any cheque or draft procured in a face to face transaction with the Insured or with one acting as agent of the Insured, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated, and
3. Any payroll cheque, payroll draft or payroll order made or drawn by the Insured, payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee

whether or not any endorsement mentioned in 1, 2 and 3 be a forgery within the law of the place controlling the construction thereof

Mechanically reproduced facsimile signatures are treated the same as handwritten signatures

The Insured shall be entitled to priority of payment over loss sustained by any bank aforesaid. Loss under this Coverage, whether sustained by the Insured or such bank, shall be paid directly to the Insured in its own name, except in cases where such bank shall have already fully reimbursed the Insured for such loss. The liability of the Company to such bank for such loss shall be a part of and not in addition to the amount of insurance applicable to the Insured's office to which such loss would have been allocated had such loss been sustained by the Insured

If the Insured or such bank shall refuse to pay any of the foregoing instruments made or drawn as hereinbefore set forth, alleging that such instruments are forged or altered, and such refusal shall result in suit being brought against the Insured or such bank to enforce such payment and the Company shall give its written consent to the defense of such suit, then any reasonable attorneys' fees, court costs, or similar legal expenses incurred and paid by the Insured or such bank in such defense shall be construed to be a loss under this Coverage and the liability of the Company for such loss shall be in addition to any other liability under this Coverage

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## GENERAL AGREEMENTS

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### 1. CONSOLIDATION - MERGER

If, through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become employees or if the Insured shall thereby acquire the use and control of any additional premises the insurance afforded by this policy shall also apply as respects such employees and premises, provided the Insured shall give the Insurer written notice thereof within 30 days thereafter and shall pay the Insurer an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period

## GENERAL AGREEMENTS (continued)

### 2. JOINT INSURED

If more than one Insured is covered under this policy, the Insured first named shall act for itself and for every other Insured for all purposes of this policy. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Sections 7, 8 and 15 constitute knowledge possessed or discovery made by every Insured. Cancellation of the insurance hereunder as respects any employee as provided in Section 15 shall apply to every Insured. If, prior to the cancellation or termination of this policy, this policy or any Coverage hereof is cancelled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancellation or termination or as respects Coverage 110.1e, Form B, within two years therefrom. Payment by the Insurer to the Insured first named of any loss under this policy shall fully release the Insurer on account of such loss. If the Insured first named ceases for any reason to be covered under this policy, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of this policy.

### 3. LOSS UNDER PRIOR BOND OR POLICY

If the Coverages of this policy, other than Coverage 110.5e, is substituted for any prior bond or policy of insurance carried by the Insured or by any predecessor in interest of the Insured, which prior bond or policy is terminated, cancelled or allowed to expire as of the time of such substitution, the Insurer agrees that such Coverage applies to loss which is discovered as provided in Section 1 of the Conditions and Limitations and which would have been recoverable by the Insured or such predecessor under such prior bond or policy, except for the fact that the time within which to discover loss thereunder had expired; provided:

- 3.1 The insurance under this general agreement 3 shall be a part of and not in addition to the amount of insurance afforded by the applicable insuring agreement of this policy.
- 3.2 Such loss would have been covered under such Coverage had such Coverage with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or events causing such loss were committed or occurred, and
- 3.3 Recovery under such Coverage on account of such loss shall in no event exceed the amount which would have been recoverable under such Coverage in the amount for which it is written as of the time of such substitution, had such Coverage been in force when such acts or events were committed or occurred, or the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss, if the later amount be smaller.

Coverage 110.5e shall also cover loss sustained by the Insured at any time before the termination or cancellation of Coverage 110.5e, which would have been recoverable under the Coverage of some similar form of forgery insurance (exclusive of fidelity insurance) carried by the Insured or any predecessor in interest of the Insured, had such prior forgery insurance given all the Coverage afforded under Coverage 110.5e; provided, with respect to loss covered by this paragraph:

1. Coverage 110.5e is substituted on or after the date hereof for such prior forgery Coverage and the Insured of such predecessor, as the case may be, carried such prior forgery Coverage on the office at which such loss was sustained continuously from the time such loss was sustained to the date Coverage 110.5e was substituted therefor.
2. At the time of discovery of such loss, the period for discovery of loss under all such prior forgery insurance has expired; and
3. If the amount of insurance carried under Coverage 110.5e applicable to the office at which such loss is sustained is larger than the amount applicable to such office under such prior forgery insurance, and in force at the time such loss is sustained, then liability hereunder for such loss shall not exceed the smaller amount.

## CONDITIONS AND LIMITATIONS

The foregoing Insuring Agreements and General Agreements are subject to the following conditions and limitations:

### 1. POLICY PERIOD, TERRITORY, DISCOVERY

Loss is covered under this policy only if discovered not later than one year from the date of cancellation or termination of this policy, except that under Coverage 110.1e, Form B, loss is covered only if discovered not later than two years from the end of this policy.

### Subject to General Agreement 3:

- 1.1 This policy, except under Coverages 110.1e and 110.5e, applies only to loss which occurs during the policy period within Canada and the United States of America.
- 1.2 Coverage 110.1e applies only to loss sustained by the Insured through fraudulent or dishonest acts committed during the policy period by any of the employees engaged in the regular service of the Insured within the territory designated above or while such employees are elsewhere for a limited period.
- 1.3 Coverage 110.5e applies only to loss sustained during the policy period.

### 2. EXCLUSIONS

This policy does not apply:

- 2.1 To loss due to any fraudulent, dishonest or criminal act by any Insured or a partner therein, whether acting alone or in collusion with others;
- 2.2 Under Coverage 110.1e, to loss, or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation;
- 2.3 Under Coverages 110.2e and 110.3e, to loss due to any fraudulent, dishonest or criminal act by an employee, director, trustee or authorized representative of any Insured, while working or otherwise and whether acting alone or in collusion with others; provided, this exclusion does not apply to safe burglary or robbery or attempt thereof;
- 2.4 Under Coverages 110.2e and 110.3e, to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- 2.5 Under Coverages 110.2e and 110.3e, to loss:
  - 2.5.1 due to the giving or surrendering of money or securities in exchange or purchase;
  - 2.5.2 due to accounting or arithmetical errors or omissions; or
  - 2.5.3 of manuscripts, books of account or records, except for blank value;
- 2.6 Under Coverage 110.2e, to loss of money contained in coin operated amusement devices or vending machines, unless the amount of money deposited within the device or machine is recorded by a continuous recording instrument therein;
- 2.7 Under Coverage 110.3, to loss of Insured property while in the custody of any armoured motor vehicle company, unless such loss is in excess of the amount recovered or received by the Insured under:
  - 2.7.1 the Insured's contract with said armoured motor vehicle company;
  - 2.7.2 insurance carried by said armoured motor vehicle company for the benefit of users of its service; and
  - 2.7.3 all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armoured motor vehicle company's service, and then this policy shall cover only such excess;
- 2.8 Under Coverages 110.2e and 110.3e, to loss due to any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- 2.9 Under Coverage 110.2e, to loss, other than to money, securities, a safe or vault, by fire whether or not such fire is caused by, contributed to by or arises out of the occurrence of a hazard insured against;
- 2.10 To loss due to the surrender of money, securities or other property away from the premises as a result of a threat to do:
  - 2.10.1 bodily harm to any person; or
  - 2.10.2 damage to the premises or property owned by the Insured or held by the Insured in any capacity;provided, however, these exclusions do not apply:
  - to Coverage 110.1e, if coverage is afforded thereunder; or
  - under Coverage 110.3e, if Coverage is afforded thereunder, to loss of money, securities or other property while being conveyed by a messenger when there was no knowledge by the Insured of any such threat at the time the conveyance was initiated;
- 2.11 To the defense of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Insured covered by this policy, except as may be specifically stated to the contrary in this policy;

## CONDITIONS AND LIMITATIONS (continued)

- 2.12. To potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this policy;
- 2.13. To all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a loss covered under this policy;
- 2.14. To all costs, fees and other expenses incurred by the Insured in establishing the existence of, or amount of loss covered under this policy;
- 2.15. Under Coverage 110.2e, to loss of money, securities and other property which has been transferred by any computer to a person or to a place outside the covered premises on the basis of unauthorized electronic instructions.

### 3. DEFINITIONS

The following terms, as used in this policy, shall have the respective meanings stated in this section

**Banking Premises** means the interior of that portion of any building which is occupied by a banking institution in conducting its business

**Custodian** means the Insured or a partner of the Insured or any employee who is duly authorized by the Insured to have the care and custody of the insured property within the premises, excluding any person while acting as a watchman, porter or janitor

**Employee** means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business, including persons hired through an intervening employment agency or employer, during the policy period and whom the Insured compensates directly or indirectly by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. As applied to loss under Coverage 110 1e, the above words "while in the regular service of the Insured" shall include the first 30 days thereafter, subject however, to Sections 15 and 16

**Fraudulent or Dishonest Acts** shall mean only fraudulent or dishonest acts committed by such employee with the manifest intent

1. To cause the Insured to sustain such loss; and
2. To obtain financial benefit for the employee, or for any other person or organization intended by the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment

This definition of "fraudulent or dishonest acts" does not apply to sections 7 or 15 of this policy

**Loss**, except under Coverages 110.1e and 110.5e, includes damage

**Messenger** means the Insured or a partner of the Insured or any employee who is duly authorized by the Insured to have the care and custody of the insured property outside the premises.

**Money** means currency, coins, bank notes and bullion; and travellers cheques, registered cheques and money orders held for sale to the public

**Premises** means the interior of that portion of any building which is occupied by the Insured in conducting its business. As respects robbery only, the premises shall also include the space immediately surrounding such building

**Robbery** means the taking of insured property

1. By violence inflicted upon a messenger or a custodian;
2. By putting him in fear of violence,
3. By any other overt felonious act committed in his presence and of which he was actually cognizant provided such other act is not committed by a partner or employee of the Insured,
4. From the person or direct care and custody of a messenger or custodian who has been killed or rendered unconscious or
5. Under Coverage 110 2e
  - 5.1 From within the premises by means of compelling a messenger or custodian by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress into the premises; or
  - 5.2 From a showcase or show window within the premises while regularly open for business by a person who has broken the glass thereof from outside the premises.

**Safe Burglary** means:

1. The felonious abstraction of insured property from within a vault or safe, the door of which is equipped with a combination lock, located within the premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence of which force and violence there are visible marks upon the exterior of
  - 1.1 All said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors or
  - 1.2 The top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or
2. The felonious abstraction of such safe from within the premises.

**Securities** means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.

### 4. LOSS CAUSED BY UNIDENTIFIABLE EMPLOYEES

If a loss is alleged to have been caused by the fraudulent or dishonest acts of any one or more of the employees and the Insured shall be unable to designate the specific employee or employees causing such loss, the Insured shall nevertheless have the benefit of Coverage 110 1e subject to the provisions of Section 2.2 of this policy, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraudulent or dishonest acts of one or more of the said employees, and provided further, that the aggregate liability of the Insurer for any such loss shall not exceed the limit of liability applicable to Coverage 110 1e

### 5. OWNERSHIP OF PROPERTY; INTERESTS COVERED

The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable, provided Coverages 110.2e, 110.3e and 110.4e apply only to the interest of the Insured in such property, including the Insured's liability to others, and do not apply to the interest of any other person or organization in any of said property unless included in the Insured's proof of loss, in which event the third paragraph of Section 8 is applicable to them

### 6. BOOKS AND RECORDS

The Insured shall keep records of all the insured property in such manner that the Insurer can accurately determine therefrom the amount of loss.

### 7. PRIOR FRAUD, DISHONESTY OR CANCELLATION

Coverage 110.1e shall not apply to any employee from and after the time that the Insured or any partner or officer thereof not in collusion with such employee shall have knowledge or information that such employee has committed any fraudulent or dishonest act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured

If, prior to the issuance of this policy, any fidelity insurance in favour of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's employees shall have been cancelled as to any of such employees by reason of the giving of written notice of cancellation by the Insurer issuing such fidelity insurance, whether the Insurer or not, and if such employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Insurer shall not be liable on account of such employees unless the Insurer shall agree in writing to include such employees within Coverage 110 1e

### 8. LOSS-NOTICE - PROOF-ACTION AGAINST THE INSURER

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the Insured shall (a) give notice thereof as soon as practicable to the Insurer or any of its authorized agents and except under Coverages 110 1e and 110 5e, also to the police if the loss is due to a violation of law, (b) file detailed proof of loss, duly sworn to, with the Insurer within four months after the discovery of loss.

Proof of loss under Coverage 110 5e shall include the instrument which is the basis of claim for such loss, or if it shall be impossible to file such instrument, the affidavit of the Insured or the Insured's bank of deposit setting forth the amount and cause of loss shall be accepted in lieu thereof

Upon the Insurer's request, the Insured shall submit to examination by the Insurer, subscribe the same, under oath if required, and produce for the Insurer's examination all pertinent records, all at such reasonable times and places as the Insurer shall designate, and shall cooperate with the Insurer in all matters pertaining to loss or claims with respect thereto

## CONDITIONS AND LIMITATIONS (continued)

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until 90 days after the required proofs of loss have been filed with the Insurer, nor at all unless commenced within two years from the date when the Insured discovered the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

### 9. VALUATION - PAYMENT - REPLACEMENT

In no event shall the Insurer be liable as respects securities for more than the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered nor, as respects other property, for more than the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the Insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the Insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The Insurer may, with the consent of the Insured, settle any claim for loss of property with the owner thereof. Any property for which the Insurer has made indemnification shall become the property of the Insurer.

In case of damage to the premises or loss of property other than securities, the Insurer shall not be liable for more than the actual cash value of such property, or for more than the actual cost of repairing such premises or property or of replacing same with property or material of like quality and value. The Insurer may, at its election, pay such actual cash value, or make such repairs or replacements. If the Insurer and the Insured cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration.

### 10. RECOVERIES

If the Insured shall sustain any loss covered by this policy to which a deductible amount applies and such loss exceeds the applicable amount of insurance hereunder plus such deductible amount, the Insured shall be entitled to all recoveries made after payment by the Insurer of loss covered by this policy (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Insurer) by whomsoever made, less the actual cost of effecting such recoveries, until reimbursed for such excess loss, and any remainder, or, if there be no such excess loss, any such recoveries shall be applied first in reimbursement of the Insurer and thereafter in reimbursement of the Insured for that part of such loss within the deductible amount.

### 11. LIMITS OF LIABILITY

Payment of loss under Coverages 110.1e or 110.5e shall not reduce the Insurer's liability for other losses under the applicable Coverage whenever sustained. The Insurer's total liability:

- 11.1 under Coverage 110.1e, Form A, for all loss caused by any employee or in which such employee is concerned or implicated, or
- 11.2 under Coverage 110.1e, Form B, as to each employee; or
- 11.3 under Coverage 110.5e for all loss by forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments, is limited to the applicable amount of insurance specified in the Declarations or endorsement amendatory thereto. The liability of the Insurer for loss sustained by any or all of the Insureds shall not exceed the amount for which the Insurer would be liable had all such loss been sustained by any one of the Insureds.

Except under Coverages 110.1e and 110.5e, the applicable limit of liability stated in the Declarations is the total limit of the Insurer's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

Regardless of the number of years, this policy shall continue in force and the number of premiums which shall be payable or paid, the limit of the Insurer's liability as specified in the Declarations shall not be cumulative from year to year or period to period.

The limits of liability as expressed in the policy are in Canadian currency.

### 12. LIMITS OF LIABILITY UNDER THIS POLICY AND PRIOR INSURANCE

This section shall apply only to Coverages 110.1e and 110.5e.

With respect to loss caused by any person (whether one of the employees or not) or in which such person is concerned or implicated or which is chargeable to any employee as provided in Section 4 and which occurs partly during the policy period and partly during the period of other bonds or policies issued by the Insurer to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Insurer under this policy and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under the applicable Coverage of this policy on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

### 13. OTHER INSURANCE

Except in the province of Quebec, if there is available to the Insured any other insurance or indemnity covering any loss covered by Coverages 110.1e or 110.5e, the Insurer shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity, except that if such other insurance or indemnity is a bond or policy of fidelity insurance, any loss covered under both such fidelity insurance and Coverage 110.5e shall first be paid under Coverage 110.5e. If this policy is governed by the law of Quebec, each of the Insurers under its respective contract is liable to the Insured for its rateable proportion of the loss. The Insurer waives any right of contribution which it may have against any forgery insurance earned by any depository bank which is indemnified under Coverage 110.5e.

Under any other Coverage, if there is any other valid and collectible insurance which would apply in the absence of such Coverage, the insurance under this policy shall apply only as excess insurance over such other insurance, except in the province of Quebec where each of the Insurers under its respective contract is liable to the Insured for its rateable proportion of the loss, provided the insurance shall not apply.

13.1 To property which is separately described and enumerated and specifically insured in whole or in part by any other insurance, or

13.2 To property otherwise insured unless such property is owned by the Insured.

### 14. SUBROGATION

In the event of any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

### 15. CANCELLATION AS TO ANY EMPLOYEE

Coverage 110.1e shall be deemed cancelled as to any employee immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such employee, of any fraudulent or dishonest act on the part of such employee; or except in the province of Quebec, at 12.01 a.m. standard time as aforesaid, upon the effective date specified in a written notice mailed to the Insured. Such date shall be not less than 15 days after the date of mailing. The mailing by the Insurer of notice as aforesaid to the Insured at the address shown in this policy shall be sufficient proof of notice. Delivery of such written notice by the Insurer shall be equivalent to mailing. In the province of Quebec, cancellation shall be made by endorsement only.

### 16. CANCELLATION OF POLICY OR COVERAGES

This policy or any Coverage may be cancelled by the Insured by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective. This policy or any Coverage may be cancelled by the Insurer by mailing to the Insured at the address shown in this policy written notice stating when not less than 15 days thereafter such cancellation shall be effective except in the province of Quebec where the notice of cancellation takes effect 15 days after receipt by the Insured of the notice at the last known address. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period for any affected Coverage. Delivery of such written notice either by the Insured or by the Insurer shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Insurer cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

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## CONDITIONS AND LIMITATIONS (continued)

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### 17. DEDUCTIBLE

The Insurer shall not be liable under any Coverage on account of any loss except to the extent such loss is in excess of the deductible amount stated in the Declarations for each Coverage

It is understood that under Coverages 110 1e, Form B, such deductible amount shall apply to each employee concerned or implicated in the loss.

### 18. NO BENEFIT TO BAILEE

This Section shall apply only to Coverages 110 2e and 110 3e

The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire

### 19. ASSIGNMENT

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon; if, however, the Insured shall die, or in the province of Quebec be declared bankrupt, this policy shall cover the Insured's legal representative, or in the province of Quebec the trustee in bankruptcy, as Insured, provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy

### 20. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Insurer from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by an authorized representative of the Insurer

By acceptance of this policy, the Insured agrees that it embodies all agreements existing between the Insured and the Insurer or any of its agents relating to this insurance

# COMMERCIAL GENERAL LIABILITY POLICY – CIVICA STANDARD

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Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under Paragraph 3 of Section II – Who Is An Insured. The words "we", "us" and "our" refer to the company providing this insurance.

The word "Insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Words and phrases that appear in bold have special meaning. Refer to Section IV – Definitions.

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

## SECTION I – COVERAGES

### COVERAGE A

#### BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. INSURING AGREEMENT

- 1.1 We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of bodily injury or property damage to which this insurance applies. We will have the right and duty to defend the Insured against any action seeking those compensatory damages. However, we will have no duty to defend the Insured against any action seeking compensatory damages for bodily injury or property damage to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or action that may result. But

1.1.1 The amount we will pay for compensatory damages is limited as described in Section III – Limits of Insurance and Deductibles; and

1.1.2 Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.

- 1.2 This insurance applies to bodily injury and property damage only if:
- 1.2.1 The bodily injury or property damage is caused by an occurrence that takes place in the coverage territory; and
- 1.2.2 The bodily injury or property damage occurs during the policy period; and
- 1.2.3 Prior to the policy period, no Insured listed under Paragraph 1 of Section II – Who Is An Insured and no employee authorized by you to give or receive notice of an occurrence or claim, knew that the bodily injury or property damage had occurred, in whole or in part. If such a listed Insured or authorized employee knew, prior to the policy period, that the bodily injury or property damage occurred, then any continuation, change or resumption of such bodily injury or property damage during or after the policy period will be deemed to have been known prior to the policy period.
- 1.3 Bodily injury or property damage which occurs during the policy period and was not, prior to the policy period, known to have occurred by any Insured listed under Paragraph 1 of Section II – Who Is An Insured or any employee authorized by you to give or receive notice of an occurrence or claim, includes any continuation, change or resumption of that bodily injury or property damage after the end of the policy period.
- 1.4 Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1 of Section II – Who Is An Insured or any employee authorized by you to give or receive notice of an occurrence or claim:
- 1.4.1 Reports all, or any part, of the bodily injury or property damage to us or any other insurer;
- 1.4.2 Receives a written or verbal demand or claim for compensatory damages because of the bodily injury or property damage; or
- 1.4.3 Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.

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

##### 2. EXCLUSIONS

This insurance does not apply to:

###### 2.1. Expected or Intended Injury

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

###### 2.2. Contractual Liability

Bodily injury or property damage for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages:

2.2.1. That the Insured would have in the absence of the contract or agreement; or

2.2.2. Assumed in a contract or agreement that is an insured contract, provided the bodily injury or property damage occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an insured contract, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be compensatory damages because of bodily injury or property damage, provided:

2.2.2.1. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same insured contract; and

2.2.2.2. Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which compensatory damages to which this insurance applies are alleged.

###### 2.3. Workers' Compensation and Similar Laws

Any obligation of the Insured under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.

###### 2.4. Employer's Liability

Bodily injury to:

An employee of the Insured arising out of and in the course of:

2.4.1. Employment by the Insured; or

2.4.2. Performing duties related to the conduct of the Insured's business.

This exclusion applies:

- Whether the Insured may be liable as an employer or in any other capacity; and
- 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 to:

- Liability assumed by the Insured under an insured contract; or
- A claim made or an action brought by a Canadian resident employee on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.



## COVERAGE A (continued)

### 2.5. Aircraft or Watercraft

Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any Insured of:

- 2.5.1. Any aircraft, air cushion vehicle or watercraft owned or operated by or rented or loaned to any Insured; or
- 2.5.2. Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto. This exclusion also applies to bodily injury or property damage arising out of any work involving construction, installation, repairs or maintenance performed on such premises by or on behalf of the Insured.

Use includes operation and loading or unloading.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the occurrence which caused the bodily injury or property damage involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to:

- 2.5.3. A watercraft while ashore on premises you own or rent;
- 2.5.4. A watercraft you do not own that is less than 8 metres long and not being used to carry persons or property for a charge;
- 2.5.5. Bodily injury to an employee of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the bodily injury results from an occurrence involving watercraft.

### 2.6. Automobile

Bodily injury or property damage arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any automobile owned or operated by, or on behalf of, or rented or loaned to any Insured.

This exclusion also applies to any motorized snow vehicle or its trailers and any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

This exclusion also applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the occurrence which caused the bodily injury or property damage involved the ownership, maintenance, use or entrustment to others of any automobile that is owned or operated by, or on behalf of, or rented or loaned to any Insured.

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

This exclusion does not apply to:

- 2.6.1. Bodily injury to an employee of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any Canadian provincial or territorial workers' compensation law.
- 2.6.2. Bodily injury or property damage arising out of a defective condition in, or improper maintenance of, any automobile owned by the Insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the automobile is insured.
- 2.6.3. Bodily injury or property damage arising out of 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.

### 2.7. Damage to Property

Property damage to:

- 2.7.1. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- 2.7.2. Premises you sell, give away or abandon, if the property damage arises out of any part of those premises;

- 2.7.3. Property loaned to you;

- 2.7.4. Personal property in your care, custody or control;

- 2.7.5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the property damage arises out of those operations, or

- 2.7.6. That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraph 2.7.2. of this exclusion does not apply if the premises are your work and were never occupied, rented or held for rental by you

Paragraphs 2.7.3., 2.7.4., 2.7.5. and 2.7.6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 2.7.6. of this exclusion does not apply to property damage included in the products-completed operations hazard.

### 2.8. Damage to your Product

Property damage to your product arising out of it or any part of it. This exclusion is replaced by exclusion 2.8.1., but only in respect to your operations related to the business of selling, repairing, or servicing automobiles:

- 2.8.1. Property damage to your product arising out of it or any part of it if caused by a defect existing at the time it was sold or transferred to another.

### 2.9. Damage to your Work

Property damage to the defective portion of your 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 your behalf by a subcontractor.

### 2.10. Damage to Impaired Property or Property not Physically Injured

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

- 2.10.1. A defect, deficiency, inadequacy or dangerous condition in your product or your work; or
- 2.10.2. A delay or failure by you or anyone acting on your behalf to perform a contract or 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 your product or your work after it has been put to its intended use.

### 2.11. Recall of Products, Work or Impaired Property

Compensatory damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 2.11.1. Your product;
- 2.11.2. Your work; or
- 2.11.3. Impaired property;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### 2.12. Electronic Data

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

### 2.13. Personal and Advertising Injury

Bodily injury arising out of personal and advertising injury.

### 2.14. Professional Services

Bodily injury (other than incidental medical malpractice injury), or property damage due to the rendering of or failure to render by you or on your behalf of any professional services for others, or any error or omission, malpractice or mistake in providing those services

## COVERAGE A (continued)

### 2.15. Abuse

- 2.15.1 Claims or actions arising directly or indirectly from abuse committed or alleged to have been committed by an Insured, including the transmission of disease arising out of any act of abuse.
  - 2.15.2 Claims or actions based on your practices of employee hiring, acceptance of volunteer workers or supervision or retention of any person alleged to have committed abuse.
  - 2.15.3 Claims or actions alleging knowledge by an Insured of, or failure to report, the alleged abuse to the appropriate authority(ies).
- 2.16. Asbestos – see Common Exclusions
- 2.17. Fungi or Spores – see Common Exclusions
- 2.18. Nuclear – see Common Exclusions
- 2.19. Pollution – see Common Exclusions
- 2.20. Terrorism – see Common Exclusions
- 2.21. War Risks – see Common Exclusions
- 2.22. Pyrite or Pyrrhotite – see Common Exclusions

## COVERAGE B

### PERSONAL AND ADVERTISING INJURY LIABILITY

#### 1. INSURING AGREEMENT

- 1.1 We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of personal and advertising injury to which this insurance applies. We will have the right and duty to defend the Insured against any action seeking those compensatory damages. However, we will have no duty to defend the Insured against any action seeking compensatory damages for personal and advertising injury to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or action that may result. But
- 1.1.1 The amount we will pay for compensatory damages is limited as described in Section III – Limits Of Insurance and Deductibles, and
- 1.1.2 Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.
- 1.2 This insurance applies to personal and advertising injury caused by an offense arising out of your business but only if the offense was committed in the coverage territory during the policy period.

#### 2. EXCLUSIONS

This insurance does not apply to:

- 2.1. **Knowing Violation of Rights of Another**  
Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury.
- 2.2. **Material Published with Knowledge of Falsity**  
Personal and advertising injury arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity.
- 2.3. **Material Published Prior to Policy Period**  
Personal and advertising injury arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- 2.4. **Criminal Acts**  
Personal and advertising injury arising out of a criminal act committed by or at the direction of the Insured.

#### 2.5. Contractual Liability

Personal and advertising injury for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.

#### 2.6. Breach of Contract

Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your advertisement.

#### 2.7. Quality or Performance of Goods – Failure to Conform to Statements

Personal and advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your advertisement.

#### 2.8. Wrong Description of Prices

Personal and advertising injury arising out of the wrong description of the price of goods, products or services stated in your advertisement.

#### 2.9. Infringement of Copyright, Patent, Trademark or Trade Secret

Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your advertisement, of copyright, trade dress or slogan.

#### 2.10. Insureds in Media and Internet Type Businesses

Personal and advertising injury committed by an Insured whose business is:

2.10.1. Advertising, broadcasting, publishing or telecasting.

2.10.2. Designing or determining content of web-sites for others; or

2.10.3. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 21.1., 21.2 and 21.3. of personal and advertising injury under the Definitions Section.

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

#### 2.11. Electronic Chatrooms or Bulletin Boards

Personal and advertising injury arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.

#### 2.12. Unauthorized Use of Another's Name or Product

Personal and advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

#### 2.13. Asbestos – see Common Exclusions

#### 2.14. Fungi or Spores – see Common Exclusions

#### 2.15. Nuclear – see Common Exclusions

#### 2.16. Pollution – see Common Exclusions

#### 2.17. Terrorism – see Common Exclusions

#### 2.18. War Risks – see Common Exclusions

#### 2.19. Pyrite or Pyrrhotite – see Common Exclusions

## COVERAGE C

### MEDICAL PAYMENTS

#### 1. INSURING AGREEMENT

- 1.1 We will pay medical expenses as described below for bodily injury caused by an accident
- 1.1.1 On premises you own or rent,
  - 1.1.2 On ways next to premises you own or rent, or
  - 1.1.3 Because of your operations
- provided that
- 1.1.4 The accident takes place in the coverage territory and during the policy period.

## COVERAGE C (continued)

- 1.1.5 The expenses are incurred and reported to us within one year of the date of the accident, and
- 1.1.6 The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require
- 1.2 We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section III - Limits of Insurance and Deductibles. We will pay reasonable expenses for:
  - 1.2.1 First aid administered at the time of an accident,
  - 1.2.2 Necessary medical, surgical, x-ray and dental services including prosthetic devices, and
  - 1.2.3 Necessary ambulance, hospital, professional nursing and funeral services

### 2. EXCLUSIONS

We will not pay expenses for bodily injury:

- 2.1. Any Insured -  
To any Insured, except volunteer workers.
- 2.2. Hired Person  
To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- 2.3. Injury on Normally Occupied Premises  
To a person injured on that part of premises you own or rent that the person normally occupies.
- 2.4. Workers Compensation and Similar Laws  
To a person, whether or not an employee of any Insured, if benefits for the bodily injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- 2.5. Athletics Activities  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- 2.6. Products-Completed Operations Hazard  
Included within the products-completed operations hazard.
- 2.7. Coverage A Exclusions  
Excluded under Coverage A.

## COVERAGE D

### TENANTS' LEGAL LIABILITY

#### 1. INSURING AGREEMENT

- 1.1 We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of property damage to which this insurance applies. This insurance applies only to property damage to premises of others rented to you or occupied by you. We will have the right and duty to defend the Insured against any action seeking those compensatory damages. However, we will have no duty to defend the Insured against any action seeking compensatory damages for property damage to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or action that may result. But:
  - 1.1.1 The amount we will pay for compensatory damages is limited as described in Section III - Limits of Insurance and Deductibles, and
  - 1.1.2 Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B and D.
- 1.2 This insurance applies to property damage only if:
  - 1.2.1 The property damage is caused by an occurrence that takes place in the coverage territory;
  - 1.2.2 The property damage occurs during the policy period, and

- 1.2.3 Prior to the policy period, no Insured listed under Paragraph 1 of Section II - Who Is An Insured and no employee authorized by you to give or receive notice of an occurrence or claim knew that the property damage had occurred, in whole or in part. If such a listed Insured or authorized employee knew, prior to the policy period, that the property damage occurred, then any continuation, change or resumption of such property damage during or after the policy period will be deemed to have been known prior to the policy period.

- 1.3 Property damage which occurs during the policy period and was not prior to the policy period, known to have occurred by any Insured listed under Paragraph 1. of Section II - Who Is An Insured or any employee authorized by you to give or receive notice of an occurrence or claim, includes any continuation, change or resumption of that property damage after the end of the policy period.
- 1.4 Property damage will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1 of Section II - Who Is An Insured or any employee authorized by you to give or receive notice of an occurrence or claim:
  - 1.4.1 Reports all, or any part, of the property damage to us or any other insurer,
  - 1.4.2 Receives a written or verbal demand or claim for compensatory damages because of the property damage; or
  - 1.4.3 Becomes aware by any other means that property damage has occurred or has begun to occur

### 2. EXCLUSIONS

This insurance does not apply to:

- 2.1. Expected or Intended Injury  
Property damage expected or intended from the standpoint of the Insured.
- 2.2. Contractual Liability  
Property damage for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.
- 2.3. Asbestos - see Common Exclusions
- 2.4. Fungi or Spores - see Common Exclusions
- 2.5. Nuclear - see Common Exclusions
- 2.6. Pollution - see Common Exclusions
- 2.7. Terrorism - see Common Exclusions
- 2.8. War Risks - see Common Exclusions
- 2.9. Pyrite or Pyrrhotite - see Common Exclusions

## COMMON EXCLUSIONS COVERAGES A, B, C and D

This insurance does not apply to:

### 1. ASBESTOS

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

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

### 2. FUNGI OR SPORES

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



## COMMON EXCLUSIONS

### COVERAGES A, B, C and D (continued)

2.2 Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with 2.1. above, or

2.3 Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in 2.1. or 2.2. above.

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

For the purpose of the following exception:

Property damage means physical injury to animals.

Product-completed operations hazard means all bodily injury and property damage that arises out of your product provided the bodily injury or property damage occurs after you have relinquished physical possession of your product.

This exclusion does not apply to bodily injury or property damage included in the products-completed operations hazard arising directly or indirectly from fungi or spores that are found in or on, or are, your product, and are intended to be:

- applied topically to humans or animals; or
- ingested by human or animals.

#### LIMITED COVERAGE

Subject to an Each Occurrence Limit of \$250,000 and subject to the Aggregate Limit per policy period, this exclusion does not apply to any other bodily injury or property damage which results directly from a products-completed operations hazard not otherwise excluded by this form.

### 3. NUCLEAR ENERGY LIABILITY

3.1. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;

3.2. Bodily injury, property damage or personal and advertising injury 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 of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;

3.3. Bodily injury, property damage or personal and advertising injury resulting directly or indirectly from the nuclear energy hazard arising from:

- 3.3.1. The ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
- 3.3.2. 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;
- 3.3.3. The possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

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

### 4. POLLUTION

4.1. Bodily injury, property damage or personal and advertising injury arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:

4.1.1. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this subparagraph does not apply to:

4.1.1.1. Bodily injury if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

4.1.1.2. Bodily injury or property damage for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional Insured with respect to your ongoing operations performed for that additional Insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Insured, other than that additional Insured; or

4.1.1.3. Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire;

4.1.2. At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;

4.1.3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

4.1.3.1. Any Insured; or

4.1.3.2. Any person or organization for whom you may be legally responsible; or

4.1.4. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this subparagraph does not apply to:

4.1.4.1. Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;

4.1.4.2. Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

4.1.4.3. Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.

4.1.5. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

4.2. Any loss, cost or expense arising out of any:

4.2.1. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

4.2.2. Claim or action by or on behalf of a governmental authority for compensatory damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

## COMMON EXCLUSIONS COVERAGES A, B, C and D (continued)

However, this Section 4.2 does not apply to liability for compensatory damages because of property damage that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or action by or on behalf of a governmental authority.

### 5. TERRORISM

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

### 6. WAR RISKS

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

### 7. PYRITE OR PYRRHOTITE

Bodily injury, property damage or personal and advertising injury arising directly or indirectly, in whole or in part, from any reactive aggregate or granular substance, including those containing pyrite, pyrrhotite, ferrous sulfide and any materials containing such reactive aggregates or granular substances, in any form and in any quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury, property damage or personal and advertising injury.

## SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

1. We will pay, with respect to any claim we investigate or settle, or any action against an Insured we defend

- 1.1 All expenses we incur
- 1.2 The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds
- 1.3 All reasonable expenses you incur at our request to assist us in the investigation or defense of the claim or action, including actual loss of earnings up to \$250 a day because of time off from work
- 1.4 All costs assessed or awarded against you in the action.
- 1.5 Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance

These payments will not reduce the limits of insurance.

2. If we defend an Insured against an action and an indemnitee of the Insured is also named as a party to the action, we will defend that indemnitee if all of the following conditions are met

- 2.1 The action against the indemnitee seeks compensatory damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an insured contract;
- 2.2 This insurance applies to such liability assumed by the Insured
- 2.3 The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same insured contract;
- 2.4 The allegations in the action and the information we know about the occurrence are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee.
- 2.5 The indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such action and agree that we can assign the same counsel to defend the Insured and the indemnitee, and
- 2.6 The indemnitee

#### 2.6.1 Agrees in writing to

- 2.6.1.1 Cooperate with us in the investigation, settlement or defense of the action;
- 2.6.1.2 Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the action;
- 2.6.1.3 Notify any other insurer whose coverage is available to the indemnitee, and
- 2.6.1.4 Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

#### 2.6.2 Provides us with written authorization to

- 2.6.2.1 Obtain records and other information related to the action; and
- 2.6.2.2 Conduct and control the defense of the indemnitee in such action.

So long as the above conditions are met, legal fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.2.2 of Section I – Coverage A – Bodily Injury and Property Damage Liability, such payments will not be deemed to be compensatory damages for bodily injury and property damage and will not reduce the limits of insurance.

Our obligation to defend an Insured's indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when

- We have used up the applicable limit of insurance in the payment of judgments or settlements, or
- The conditions set forth above, or the terms of the agreement described in Paragraph 2.6 above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. IF YOU ARE DESIGNATED IN THE DECLARATIONS AS:

- 1.1 An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner
- 1.2 A partnership, limited liability partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business
- 1.3 A limited liability company, you are an Insured. Your members are also Insureds, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers

- 1.4 An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your shareholders are also Insureds, but only with respect to their liability as shareholders
- 1.5 A trust, you are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees.

## 2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

- 2.1 Your volunteer workers only while performing duties related to the conduct of your business, or your employees, other than either your executive officers (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees or volunteer workers are insureds for:
- 2.1.1 Bodily injury or personal and advertising injury:
- 2.1.1.1 To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other volunteer workers while performing duties related to the conduct of your business;
- 2.1.1.2 For which there is any obligation to share compensatory damages with or repay someone else who must pay compensatory damages because of the injury described in Paragraph 2.1.1.1 above;
- 2.1.1.3 Arising out of his or her providing or failing to provide professional health care services; or
- 2.1.1.4 To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
- 2.1.2 Property damage to property:
- 2.1.2.1 Owned, occupied or used by;
- 2.1.2.2 Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
- you, any of your employees, volunteer workers, any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member (if you are a limited liability company).
- 2.2 Any person (other than your employee or volunteer worker) or any organization while acting as your real estate manager.

- 2.3 Any person or organization having proper temporary custody of your property if you die, but only:
- 2.3.1 With respect to liability arising out of the maintenance or use of that property; and
- 2.3.2 Until your legal representative has been appointed
- 2.4 Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- 2.5 Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's of the tenant's possession, occupation or use of property designated for exclusive use.
3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- 3.1 Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- 3.2 Coverage A and D does not apply to bodily injury or property damage that occurred before you acquired or formed the organization; and
- 3.3 Coverage B does not apply to personal and advertising injury arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an Insured with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
4. SEPARATION OF INSURED, CROSS LIABILITY
- Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
- 4.1 As if each Named Insured were the only Named Insured, and
- 4.2 Separately to each Insured against whom claim is made or action is brought.

## SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- 1.1 Insureds;
- 1.2 Claims made or actions brought; or
- 1.3 Persons or organizations making claims or bringing actions.
2. The General Aggregate Limit is the most we will pay for the sum of:
- 2.1 Compensatory damages under Coverage A, except compensatory damages because of bodily injury or property damage included in the products-completed operations hazard;
- 2.2 Compensatory damages under Coverage B; and
- 2.3 Medical expenses under Coverage C.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for compensatory damages because of bodily injury and property damage included in the products-completed operations hazard.
4. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- 4.1 Compensatory damages under Coverage A; and
- 4.2 Medical expenses under Coverage C
- because of all bodily injury and property damage arising out of any one occurrence.
5. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all compensatory damages because of all personal and advertising injury sustained by any one person or organization.
6. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for compensatory damages because of property damage to any one premises.
7. Subject to 4. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person.
- The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- "Policy period" means each consecutive period of 12 months included in the policy period shown on the Declaration. The first twelve-month period starts on the inception date of the policy and the subsequent period starts at the expiry of the first twelve-month period.
8. DEDUCTIBLES
- 8.1 Our obligation under Property Damage Liability and Tenants' Legal Liability to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of any deductible amounts stated in the Declarations as applicable to such coverages, and the limits of insurance applicable to each occurrence for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.

8.2 The deductible amount applies as follows

8.2.1. Under Coverage A, to all compensatory damages because of property damage as the result of any one occurrence, regardless of the number of persons or organizations who sustain compensatory damages because of that occurrence.

8.2.2. Under Coverage D, to all compensatory damages because of property damage as the result of any one occurrence, regardless of the number of persons or organizations who sustain compensatory damages because of that occurrence.

8.3 The terms of this insurance, including those in respect to

8.3.1 our right and duty to defend any action seeking those compensatory damages; and

8.3.2 your duties in the event of an occurrence, claim or action; apply irrespective of the application of the deductible amount

8.4 We may pay any part or all of the deductible amount to effect settlement of any claim or action and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us

## SECTION IV – DEFINITIONS

1. Abuse means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse

2. Action means a civil proceeding in which compensatory damages because of bodily injury, property damage or personal and advertising injury to which this insurance applies are alleged. Action includes

2.1. An arbitration proceeding in which such compensatory damages are claimed and to which the Insured must submit or does submit with our consent, or

2.2. Any other alternative dispute resolution proceeding in which such compensatory damages are claimed and to which the Insured submits with our consent

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

3.1. Notices that are published include material placed on the Internet or on similar electronic means of communication, and

3.2. 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

4. Automobile means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment

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

6. Compensatory damages means damages due or awarded in payment for actual injury or economic loss. Compensatory damages does not include punitive or exemplary damages or the multiple portion of any multiplied damage award

7. Coverage territory means

7.1. Canada and the United States of America (including its territories and possessions)

7.2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in 7.1. above, or

7.3. All other parts of the world if the injury or damage arises out of

7.3.1. Goods or products made or sold by you in the territory described in 7.1. above,

7.3.2. The activities of an insured person whose home is in the territory described in 7.1. above, but is away for a short time on your business, or

7.3.3. Personal and advertising injury offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay compensatory damages is determined in an action on the merits, in the territory described in 7.1. above or in a settlement we agree to

8. Employee includes a leased worker and a temporary worker.

9. Executive officer means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document

10. Fissionable substance means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission

11. 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

12. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be

13. Impaired property means tangible property, other than your product or your work, that cannot be used or is less useful because

13.1 It incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous, or

13.2 You have failed to fulfill the terms of a contract or agreement,

if such property can be restored to use by

- The repair, replacement, adjustment or removal of your product or your work; or

- Your fulfilling the terms of the contract or agreement

14. Incidental medical malpractice injury means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

14.1 medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith, or

14.2 the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

by any Insured or any indemnitee causing the incidental medical malpractice injury who is not engaged in the business or occupation of providing any of the services described in 14.1 and 14.2 above

15. Insured contract means:

15.1 A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract;

15.2 A sidetrack agreement;

15.3 An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade.

15.4 Any other easement agreement;

15.5 An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality.

15.6 An elevator maintenance agreement.

15.7 a declaration of co-ownership

15.8 That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for compensatory damages because of bodily injury or property damage to a third person or organization, provided the bodily injury or property damage is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement

Paragraph 15.8 does not include that part of any contract or agreement

15.8.1 That indemnifies an architect, engineer or surveyor for injury or damage arising out of

15.8.1.1 Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

15.8.1.2 Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage, or

15.8.2 Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in 15.8.1 above and supervisory, inspection, architectural or engineering activities

16. **Leased worker** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. Leased worker does not include a temporary worker.
17. **Loading or unloading** means the handling of property
- 17.1 After it is moved from the place where it is accepted for movement into or onto an aircraft or watercraft,
- 17.2 While it is in or on an aircraft or watercraft, or
- 17.3 While it is being moved from an aircraft or watercraft to the place where it is finally delivered,
- but loading or unloading does not include the movement of property by means of a mechanical device that is not attached to the aircraft or watercraft
18. **Nuclear energy hazard** means the radioactive, toxic, explosive, or other hazardous properties of radioactive material
19. **Nuclear facility** means
- 19.1 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,
- 19.2 any equipment or device designed or used for
- 19.2.1 separating the isotopes of plutonium, thorium and uranium or any one or more of them,
- 19.2.2 processing or packaging waste,
- 19.3 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,
- 19.4 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
20. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions
21. **Personal and advertising injury** means injury, including consequential bodily injury, arising out of one or more of the following offenses
- 21.1 False arrest, detention or imprisonment;
- 21.2 Malicious prosecution;
- 21.3 The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- 21.4 Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- 21.5 Oral or written publication, in any manner, of material that violates a person's right of privacy;
- 21.6 The use of another's advertising idea in your advertisement; or
- 21.7 Infringing upon another's copyright, trade dress or slogan in your advertisement.
22. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed
23. **Products-completed operations hazard:**
- 23.1 Includes all bodily injury and property damage occurring away from premises you own or rent and arising out of your product or your work except
- 23.1.1 Products that are still in your physical possession, or
- 23.1.2 Work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times
- 23.1.2.1 When all of the work called for in your contract has been completed
- 23.1.2.2 When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site
- 23.1.2.3 When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed
- 23.2 Does not include bodily injury or property damage arising out of the existence of tools, uninstalled equipment or abandoned or unused materials
24. **Professional services** shall include but not be limited to
- 24.1 Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith,
- 24.2 Any professional service or treatment conducive to health
- 24.3 Professional services of a pharmacist,
- 24.4 The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances
- 24.5 The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures,
- 24.6 Any cosmetic, body piercing, tonsonal or hairdressing, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments,
- 24.7 The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications,
- 24.8 Supervisory, inspection, architectural, design or engineering services
- 24.9 Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
- 24.10 Any computer programming or re-programming, consulting, advisory or related services; or
- 24.11 Claim, investigation, adjustment, appraisal, survey or audit services
25. **Property damage** means:
- 25.1 Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it, or
- 25.2 Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it
- For the purposes of this insurance, electronic data is not tangible property
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment
26. **Radioactive material** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
27. **Spores** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.
28. **Temporary worker** means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.
29. **Terrorism** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public
30. **Volunteer worker** means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you
31. **Your product:**
- 31.1 Means
- 31.1.1 Any goods or products, other than real property manufactured, sold, handled, distributed or disposed of by
- You,
  - Others trading under your name, or
  - A person or organization whose business or assets you have acquired, and



31 1 2 Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

31 2 Includes

31 2 1 Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and

31 2 2 The providing of or failure to provide warnings or instructions.

31 3 Does not include vending machines or other property rented to or located for the use of others but not sold

32. Your work:

32 1 Means

32 1 1 Work or operations performed by you or on your behalf, and

32 1 2 Materials, parts or equipment furnished in connection with such work or operations

32 2 Includes

32 2 1 Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work; and

32 2 2 The providing of or failure to provide warnings or instructions

**Q.P.F. No. 6**  
**QUÉBEC AUTOMOBILE INSURANCE POLICY**  
**NON-OWNED FORM**

Words and phrases in bold have special meaning as defined in Definitions Section

**INSURING AGREEMENT**

Now, therefore, subject to the limits, terms and conditions, provisions, definitions and exclusions herein stated

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**SECTION A – CIVIL LIABILITY**

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The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives against the pecuniary consequences of civil liability the Insured may incur for loss or damage arising from the use or operation in the business described in the Declarations of any automobile not owned (in whole or in part) by or registered in the name of the Insured, and resulting from bodily injury to or death of others or damage to property of others not in the care, custody or control of the Insured. However, where the loss exceeds the amounts of insurance, the indemnity shall be applied first to the pecuniary consequences of civil liability incurred by the Named Insured

**EXCLUSIONS**

The Insurer shall not be liable under this section:

- (1) except where the *Automobile Insurance Act* does not apply, for bodily injury or death covered under the said Act, the *Act respecting industrial accidents and occupational diseases* or the *Crime Victims Compensation Act*;
- (2) 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;
- (3) for any liability imposed by any workmen's compensation law upon any person insured by this section;
- (4) for loss or damage sustained by the Insured or any employee, shareholder, officer, member, partner or mandatary of the Insured while engaged in the business of the Insured, except as provided under a Direct Compensation Agreement established in accordance with the aforementioned *Automobile Insurance Act*;
- (5) for any liability assumed voluntarily by any person insured by this section under any contract or agreement except for private passenger vehicles rented or leased by an Insured for a period of less than thirty (30) days;
- (6) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this section or to any property owned or rented by, or in the care, custody or control of any such person;
- (7) for any sum in excess of the amount stated in the Declarations, and expenditures provided for in the Additional Agreements of this section, irrespective of the number of persons or interests insured;
- (8) for any loss or damage resulting from bodily injury to or death of any person or damage to property arising out of a nuclear energy hazard and in excess of the compulsory amount of liability insurance prescribed by the *Automobile Insurance Act* or the *Act respecting off-highway vehicles*, depending on the type of vehicle involved.

See also General Provisions, Definitions, Exclusions and Conditions.

**ADDITIONAL AGREEMENTS**

Where indemnity is provided by this section the Insurer further agrees

- (a) immediately upon receipt of notice of loss to serve any person insured by this section by such investigation thereof, or by such transactions with the claimant, or by such settlement of any resulting claims as may be deemed expedient by the Insurer;
- (b) to take up the interest of any person entitled to the benefit of the insurance and assume his defense in any action which may be brought against him;
- (c) bear, over and above the proceeds of the insurance, costs and expenses resulting from actions against the Insured, including those of the defense, and interest on the proceeds of the insurance;
- (d) if the injury is to a person, to reimburse any person insured by this section for expenses incurred for such medical aid as may be immediately necessary at the time of such injury;
- (e) to be liable up to the minimum amount(s) of liability insurance prescribed by any legislation respecting Automobile Insurance and applying in that province or territory of Canada or in that State of the United States of America in which the accident occurred, if that amount(s) is higher than the amount(s) stated in the Declarations;
- (f) not to 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 or in the state of the United States of America in which the accident occurred

**AGREEMENTS OF INSURED**

Where indemnity is provided by this section, every person insured

- (a) empowers the Insurer as their representative to appear and defend in any province or territory of Canada or in any State of the United States of America 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) renounces his right to unilaterally revoke such mandate;
- (c) 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 section.

# GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

## 1. TERRITORY

Unless extended by endorsement, insurance provided by this contract applies only within Canada, the United States of America and upon a vessel and/or aircraft serving ports of airports of those countries.

## 2. PERSONNEL OF OTHER GARAGES EXCLUDED

No person who is engaged in a garage business, shall be entitled to indemnity or payment under this contract for any loss, damage, injury or death sustained while using, operating or working upon the automobile in the course of that business or while so engaged is an occupant of or enters or gets onto or alights from such automobile, unless the person is the Insured or the Insured's employee, shareholder, member, partner or mandatary or is actually driving the automobile in Québec.

## 3. DEFINITIONS

In this policy:

- (a) The term **garage business** includes any business involving the custody, selling, equipping, repairing, maintaining, storing, parking, moving or servicing of automobiles;
- (b) The term **hired automobiles** means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or registered in the name of the Named Insured or any employee, shareholder, officer, member, partner or mandatary of the Insured;
- (c) The term **automobiles operated under contract** shall mean automobiles operated in the business of the Insured stated in the Declarations 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 registered in the name of the Named Insured or any employee, shareholder, officer, member, partner or mandatary of the Insured;
- (d) The words **nuclear energy hazard** mean the radioactive, toxic, explosive or other hazardous properties of prescribed substances under the *Atomic Energy Control Act* (Canada).

## 4. TWO OR MORE AUTOMOBILES

- (a) When two or more automobiles are insured hereunder the terms of this contract shall apply separately to each, but a motor vehicle and one or more trailer or trailers or semi-trailers attached thereto shall be held to be one automobile with respect to the amounts of insurance under Section A. Where two or more automobiles are insured under one or more contracts issued by the same insurer, only one amount of insurance, the highest, shall apply in the event of loss under section A.
- (b) If section B is included in this policy through endorsement Q E F No. 6-94, Civil Liability for damage to hired automobiles and/or automobiles operated under contract, such automobiles shall be held to be separate automobiles with respect to the amount(s) of insurance, including any deductible provisions, under section B.
- (c) Section A shall apply to the Insured's liability for damage caused to a non-owned trailer, other than a trailer designed or used to carry passengers or for demonstration, sale, office or dwelling purposes while
  - attached to an automobile of the private passenger type insured under said section;
  - not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under said section.

**Automobile of the private passenger type** commercial vehicles of 4 500 kg (10 000 lb) gross vehicle weight or less while used for private or pleasure purpose shall be deemed to be of the private passenger type.

## 5. ADDITIONAL INSURED

This contract also insures every employee, shareholder, officer, member, partner or mandatary of the Named Insured, who, with the consent of the owner of the automobile involved

- (a) and in the business of the Named Insured stated in the Declarations, personally drives any automobile not owned in whole or in part by or registered in the name of (1) the Named Insured, or (2) such additional insured person, or (3) any person having the same domicile as the Named Insured or such additional insured person;
- (b) any automobile rented or hired in the name of the Named Insured and not owned in whole or in part by or registered in the name of such additional insured person.

## 6. PREMIUM ADJUSTMENT

The advance premiums stated in the Declarations and in Q E F No. 6-94, if applicable, are computed on the estimated total "cost of hire" or "contract cost", as the case may be, for the contract period. The words "cost for 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 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 contract period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for "cost of hire" and "contract cost" during the contract period based on the provisions contained in Q E F No. 6-100. Final adjustment of premium computation statement.

## 7. AUDIT

Provided the Insured has authorized the Insurer in writing, the Insurer may at any time during regular business hours and upon fourteen (14) days' prior notice examine the books and records of the Insured insofar as they relate to the subject matter of the contract.

## 8. CROSS LIABILITY

Every Named Insured sustaining loss or damage because of another Named Insured shall, in respect of such loss or damage, be deemed to be a third party under this contract, provided that this provision shall not operate to increase the limit of the Insurer's liability.

## 9. EXCLUDED USES

Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract while:

- (a) the automobile is rented or leased to another;
- (b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;
- (c) the automobile is used as a taxicab, bus, livery or sightseeing conveyance.

## CONDITIONS

This contract is subject to the *Civil Code of Québec*, the *Code of Civil Procedure of Québec*, the *Automobile Insurance Act* and its regulations and the *Act respecting off-highway vehicles* if applicable

### 1. REPRESENTATION OF RISK

The client and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries

The client means the person submitting an insurance application

### 2. MATERIAL CHANGE IN RISK

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it

On being notified of any material change in the risk, the Insurer may, under Condition 21, cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty (30) days of the proposal, the policy ceases to be in force

If the Insurer continues to accept the premiums or if he pays an indemnity after a loss, he is deemed to have acquiesced in the change notified to him

### 3. MISREPRESENTATIONS OR CONCEALMENT

Section A of the policy may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition 1 and in the first paragraph of Condition 2 which are likely to materially influence a reasonable insurer in the decision to cover the risk. Unless such misrepresentation or concealment is established, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected

Sections B of endorsement Q E F No 6-94 may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition 1 and in the first paragraph of Condition 2 which are likely to materially influence a reasonable insurer, even in respect of losses not connected with the risk so misrepresented or concealed. Unless the bad faith of the Insured or the client is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected

### 4. BREACH OF WARRANTY

A breach of warranty aggravating the risk suspends the coverage. The suspension ceases upon the acquiescence of the Insurer or the remedy of the breach.

### 5. PROHIBITED USE

The Insured shall not drive or operate the automobile nor permit the use of the automobile by others

- (a) unless the driver is for the time being authorized by law or qualified to drive or operate the automobile, or while he is under sixteen (16) years of age or under such other age as is prescribed by law to drive an automobile;
- (b) for any illicit trade or transportation;
- (c) in any race or speed test

### 6. INSPECTION OF AUTOMOBILE

The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment

### 7. NOTICE OF LOSS

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice

The failure to fulfil the obligation set out in the preceding paragraph entails forfeiture of the right to indemnity where such failure has caused prejudice to the Insurer

### 8. INFORMATION TO BE PROVIDED

At request of the Insurer, the Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance. He shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, summons or proceeding received in connection with a claim

### 9. DECEITFUL REPRESENTATION

Any deceitful representation relating to a loss entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates

However, if the occurrence of the event insured against entails the loss of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates

### 10. ABANDONMENT, SAFEGUARDING AND EXAMINATION OF PROPERTY

The Insured may not abandon the damaged property if there is no agreement to that effect with the Insurer.

The Insured shall facilitate the salvage and inspection of the insured property by the Insurer. He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured automobile and its equipment.

In addition, the Insured shall at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the Insurer, except such repairs as are immediately necessary for the protection of the automobile from further loss or damage, or until the Insurer has had a reasonable time to make the examination provided for in Condition 6

### 11. ADMISSION OF LIABILITY AND COOPERATION

No transaction made without the consent of the Insurer may be set up against him

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own cost.

The Insured shall cooperate with the Insurer in the processing of all claims

### 12. VALUATION AND MANNER OF PAYMENT

The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of original equipment manufacturer parts at the time of loss or damage not exceeding the manufacturer's latest list price

For the purpose of the above coverage, the value of damages caused to the automobile shall be based on original equipment manufacturer parts where the age of the automobile and mileage are less than two (2) years and forty thousand (40 000) kilometres or less than one (1) year in the case of an automobile used for commercial purposes. Where the age and mileage are greater, such value may be based on similar automobile parts. However, the Insured may opt for original equipment manufacturer, if available, by communicating such option to the Insurer at the time of the notice of loss. The Insurer shall then specify the applicable conditions and additional costs that the Insured shall assume as a result of such option

In the event of a total or constructive total loss, the Insurer agrees, at the option of the Insured and subject to supporting evidence to cover reasonable expenses incurred to restore the automobile to the same condition as it was before the loss

Except where an arbitration has been made and subject to the rights of preferred and hypothecary creditors, the Insurer, instead of making payment may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven (7) days after the receipt of the proofs of loss

In all cases, the salvage, if any, shall revert to the Insurer

### 13. ARBITRATION

Arbitration may take place in the event of a disagreement as to the nature, extent or amount of the loss or damage, or the adequacy of the repairs or the replacement and independently of all other questions respecting the validity of the contract

The party seeking arbitration must notify the other party of his intention in writing, specifying the matter in dispute. The Insured's request for arbitration must be granted. The Insurer's request for arbitration may be granted subject to the Insured's consent

If the Insured requests arbitration, the Insurer must send the Insured an acknowledgement of receipt no later than fifteen (15) clear days after receipt of this notice. If the Insurer so requests, the Insured must confirm acceptance or refusal within the same amount of time

Each party shall name an expert and the two (2) experts shall work jointly to estimate damage (establishing the actual cash value and the damage separately) or to assess the adequacy of the repairs or the replacement. Failing to agree, they shall submit their differences to a disinterested arbitrator they have appointed

If either party fails to appoint an expert within thirty (30) clear days of the date of the notice or if the experts fail to agree upon an arbitrator within fifteen (15) days of their appointment, or if an expert or the arbitrator refuses to act or is unavailable, the vacancy thus created must be filled, on the request of one of the parties, by a court with jurisdiction in the place of the arbitration.

Notwithstanding the arbitration procedure and if the validity or application of the contract is not being contested, the Insurer shall pay the uncontested portion of the damage amount. This payment must be made not later than sixty (60) days after receipt of notice of loss or receipt of the information or supporting documents required by the Insurer.

Subject to this clause, the arbitration shall follow the procedure in sections 940 to 951.2 of the *Code of Civil Procedure of Québec*, taking into account any required modifications. In accordance with section 944.1 of this Code, the arbitration may proceed according to a procedure determined by the arbitrator, insofar as this procedure does not contravene the above sections. The arbitration proceedings shall be held at a place in accordance with the domicile of the Insured.

The arbitrator shall settle the dispute in accordance with the applicable laws in the province of Québec. The arbitrator and the parties may use the language of their choice during the arbitration proceedings. Measures must be taken to ensure that all the participants understand the language used

The arbitration award shall be made in writing by the arbitrator. It must indicate the date and place where it has been made. It must state the reasons on which it is based and be signed by the arbitrator, then sent to the parties within thirty (30) days of the date on which it has been made.

Each party shall pay the expenses and fees of its expert and half the fees and expenses of the arbitration proceedings. The arbitrator is authorized to award the fees and expenses of the arbitration if he deems that the sharing method established by this clause is not justified or fair for each of the parties in the circumstances.

### 14. NON-WAIVER

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this contract by any act relating to arbitration or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.

### 15. TIME OF PAYMENT

Claims under Section B shall be paid within sixty (60) days after receipt of notice of loss or of information or proof of loss required by the Insurer or, where an arbitration is held, within fifteen (15) days after award is accepted by the Insured

### 16. CONTINUATION OF COVERAGE

Coverage is maintained after a loss

### 17. PRESCRIPTION

Every action against the Insurer under this contract is prescribed by three (3) years from the date the right of action has arisen

### 18. SUBROGATION

The Insurer shall be subrogated to the extent of the amount paid under this contract to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household

The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated

### 19. OTHER LIABILITY INSURANCE

Insurance under a contract evidenced by a valid owner's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the policy and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only

However, insurance evidenced by a valid garage policy, not describing the specific automobile(s) insured, shall in respect to non-owned or customers' automobiles while being used, operated or worked upon in the course of the policyholder's business as a garage be a first loss insurance and insurance attaching under any other valid motor vehicle policy shall be excess insurance only

### 20. RENEWAL OF CONTRACT

This contract shall be renewed of right, for the same premium and for the same period, at expiry, unless notice to the contrary is given by the Insurer or the Insured, if given by the Insurer, the notice of non-renewal or of a change in the premium must be sent to the Insured, at his last known address, not later than the thirty (30) days preceding the date of expiry, counting that date

Where the Insured deals through a broker, the notice provided for in the first paragraph is sent by the Insurer to the broker, the latter being entrusted to remit it to the Insured

### 21. CANCELLATION

This contract may be cancelled at any time:

(a) by each of the Named Insureds giving mere written notice to the Insurer. Cancellation takes effect upon receipt of the notice by the Insurer and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the premium earned for the time the contract has been in force, on the basis of the Cancellation Table herein,

(b) within sixty (60) days after its coming into force, by the Insurer giving written notice to each Named Insured. Cancellation takes effect fifteen (15) days following receipt of such notice by the Named Insured at his last known address

At the expiry of such period of sixty (60) days, the contract shall not be cancelled by the Insurer except in the case of an aggravation of risk which is likely to materially influence a reasonable insurer in the decision to continue to insure, or when the premium has not been paid. The Insurer so wishing to cancel the contract shall notify each Named Insured in writing, cancellation takes effect thirty (30) days following receipt of such notice by the Named Insured at his last known address or, if the Described Automobile, with the exception of a school bus, is an automobile contemplated in Title VIII.1 of the *Highway Safety Code*, fifteen (15) days after receipt of the notice.

The Insurer shall refund the excess of the premium actually paid over the earned premium computed on a day to day basis

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds

In this Condition, the words premium actually paid mean the premium actually paid by the Insured to the Insurer or its agent, but do not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the Insured

### 22. NOTICE

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address

# EXTENSIONS OF COVERAGE – CIVICA SUPERIOR

## COMMERCIAL GENERAL LIABILITY POLICY

It is agreed that the following extensions of coverage are added to form 091 0e,  
– Commercial General Liability Policy

### 1. AMENDMENT TO THE POLICY

#### Mental Injury

It is agreed that this insurance is extended to cover mental injury and therefore, form 091 0e is amended by substituting the expression "bodily injury" by the expression "bodily injury or mental injury", except as otherwise provided herein

For purposes of this endorsement, mental injury means shock, fright, anguish and any other mental injury.

### 2. AMENDMENTS TO SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY, MENTAL INJURY AND PROPERTY DAMAGE LIABILITY

The following exclusions under Item 2. EXCLUSIONS of COVERAGE A are amended as follows:

##### 2.1 Expected or Intended Injury

It is agreed that this exclusion is deleted and replaced by the following

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

##### 2.4 Employer's Liability

It is agreed that the last sub-paragraph of this exclusion is deleted and replaced by the following

A claim made or an action brought by a Canadian resident employee, because of bodily injury sustained in Canada or while he is temporarily out of the country, in the course of performing duties on your behalf and on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial worker's compensation law.

##### 2.5 Aircraft or Watercraft

It is agreed that the last paragraph of this exclusion is deleted and replaced by the following

This exclusion does not apply to

2.5.3 A watercraft while ashore on premises you own or rent.

2.5.4 A watercraft you do not own that is less than eight metres long and not being used to carry persons or property for a charge.

2.5.5 A watercraft owned by the Insured that is less than eight metres long and where the total maximum engine power does not exceed 38 Kw (50 HP).

2.5.6 Bodily injury to an employee of the Insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the bodily injury results from an occurrence involving watercraft.

##### 2.6 Automobile

It is agreed that the second paragraph of this exclusion is deleted and replaced by the following

**This exclusion applies to any motorized snow vehicle or its trailers, except when being used by an Insured in his operations, and to any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.**

##### 2.14 Professional Services

It is agreed that this exclusion is amended by adding the following paragraph

Paragraphs 24.7 and 24.8 of the "professional services" definition do not apply where such services performed by an architect or an engineer in their capacity as an employee of the Named Insured are an integral part of your work or your product.

##### 2.15 Abuse

It is agreed that this exclusion is deleted

### COVERAGE C – MEDICAL PAYMENTS

It is agreed that Section 1. INSURING AGREEMENT is amended as follows

1. The words "and medical equipment" are added to subparagraph 1.2.2 which now reads

1.2.2 Necessary medical, surgical, X-ray and dental services, including prosthetic devices and medical equipment, and

2. Sub-paragraph 1.2.4 is added to paragraph 1.2.

1.2.4 Travel and babysitting expenses.

### COVERAGE D – TENANTS' LEGAL LIABILITY

It is agreed that the coverage also applies to fixed structures on premises rented or occupied by the Insured

### COMMON EXCLUSIONS – POLLUTION

It is agreed that paragraph 4.2 of Common Exclusion 4. POLLUTION is deleted and replaced by the following

4.2. Any loss, cost or expense arising out of any claim or action for compensatory damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants unless such loss, cost or expense arises from an occurrence covered under this policy.

### SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

It is agreed that paragraph 1.3 of item 1 is deleted and replaced by the following

1.3 All reasonable expenses you incur at our request to assist us in the investigation of defense of the claim or action, including actual loss of earnings because of time off from work.

### 3. AMENDMENTS TO SECTION II – WHO IS AN INSURED

It is agreed that the following paragraph is added to Item 1

1.6 An association, each member of the association is an Insured but solely in respect of the liability arising out of his actions as a member and his participation in the activities of the association. This insurance shall only apply as excess coverage to the extent of any amount not paid due to the exhaustion of the personal General Liability policy of a member. This insurance does not apply to loss, damage or injury to a member caused by another member of the association

It is also agreed that the following paragraph is added to Item 2

2.6 Agents acting on behalf of the Insured but solely in respect of any liability arising out of the performance of their duties on behalf of the Insured

### 4. AMENDMENTS TO SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES

It is agreed that Section III is amended as follows.

4.1 Item 2 is deleted.

4.2 Item 4 is amended as follows

Subject to 3. above, the Each Occurrence Limit is the most the Insurer will pay for the sum of

4.1 Compensatory damages under Coverage A and

4.2. Medical expenses under Coverage C,

because of all bodily injury, mental injury and property damage arising out of any one occurrence.

4.3 Item 5 is amended as follows

The Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all compensatory damages because of all personal and advertising injury sustained by any one person or organization

## 5. AMENDMENTS TO SECTION IV - DEFINITIONS

- 5 1 It is agreed that the "coverage territory" definition 7 is deleted and replaced by the following

Coverage territory means any part of the world provided the Insured's responsibility to pay compensatory damages is determined in an action on the merits in Canada or the United States of America (including their territories and possessions) or in an out-of-court settlement to which the Insurer has agreed

- 5 2 It is agreed that paragraphs 24 4, and 24 5 under the "professional services" definition are deleted. It is also agreed that the word "tonsonal" is deleted from paragraph 24 6 which now reads as follows

24 6 Any cosmetic, body piercing, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments.

## ADDITIONAL COVERAGES

In the event a more specific coverage elsewhere in the policy applies to the risk insured by one of these extensions, only the specific coverage will apply.

### GOODS IN CUSTOMER'S CARS

The Insurer agrees with the Insured to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay for damage (including burglary and theft) to property of the Insured's customers whilst contained within or upon automobiles when such automobiles are accepted for servicing or repair at the premises described in the Declarations

There shall be deducted, from each claim hereunder, the sum of \$50

### LIABILITY COVERAGE - EMPLOYEE BENEFIT PROGRAMS

#### 1. INSURING AGREEMENT

Up to \$2,000,000 for any one loss and for each policy period, we will pay those sums that the Insured becomes legally obligated to pay as compensatory damages on account of any claim made against any Insured because of a wrongful act in the administration of your employee benefit programs, provided that the claim is first made during the policy period within Canada, its territories or possessions

A claim by a person or organization seeking compensatory damages will be deemed to have been made when notice of such claim is received and recorded by any Insured or by us, whichever comes first

The amount we will pay for compensatory damages is limited as described hereinafter

#### 2. EXCLUSIONS

This insurance does not apply to:

##### 2.1. any claim based upon:

- 2.1.1. The failure of performance of contract by any Insurer;
- 2.1.2. The Insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security, disability benefits or any similar law;
- 2.1.3. Failure of any investment plan to perform as represented by an Insured;
- 2.1.4. Advice given by an Insured to an employee to participate or not to participate in any investment plan;

2.2. Claims made against the Insured for wrongful acts known to any Insured before the effective date of this insurance. If this policy is part of a series of consecutive renewals issued by us, then before the effective date of the first policy issued by us;

#### 3. EXTENDED REPORTING PERIOD

If this policy is cancelled or not renewed for any reason except non-payment of the premium, we will provide an automatic extended reporting period of 60 days.

A claim first made during the extended reporting period will be deemed to have been made on the last day of the policy period provided that claim occurred before the end of the policy period of this policy and that we are notified not later than 60 days after the end of the policy period of this policy

#### 4. SPECIAL PROVISIONS

##### 4 1 Limit of Insurance

The limit of insurance stated in the Declarations and the rules below fix the most we will pay regardless of the number of Insureds, claims made or suits brought, or persons or organizations making claims or bringing suits

4 1 1 The Aggregate Limit is the most we will pay for all compensatory damages with respect to all claims covered by this insurance and made during the policy period;

4 1 2 Subject to 1.1 above, the Each Loss Limit is the most we will pay for all compensatory damages arising out of any loss. Claims based on or arising out of the same act, interrelated acts, or one or more series of similar acts, of one or more Insured shall be considered a single loss

##### 4 2 Deductible

Our obligation to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of the deductible amount stated in the Declarations

The terms of this insurance, including those with respect to our right and duty to defend any suit seeking those damages, and your duties in the event of an occurrence, apply irrespective of the application of the deductible amount

We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by the Insurer

##### 4 3 Definitions

Wherever used in this form

##### 4 3 1 Administration means

- 4 3 1 1 Giving counsel to employees with respect to the employee benefit programs;
- 4 3 1 2 Interpreting the employee benefit programs;
- 4 3 1 3 Handling of records in connection with the employee benefit programs;
- 4 3 1 4 Effecting enrollment, termination or cancellation of employees under the employee benefit programs;

provided all such acts are authorized by the named Insured;

4 3 2 Employee benefit programs means group life insurance, group health insurance, pension plans, investment plans, workmen's compensation, unemployment insurance, social security and disability benefits

##### 4 3 3 Insured means

4 3 3 1 If the named Insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;

4 3 3 2 If the named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

4 3 3 3 If the named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

4 3 3 4 Any employee of the named Insured while acting in the administration of the employee benefit programs.



- 4.3.4 Loss means any event which gives rise to one or more claims
- 4.3.5 Policy period means the period of one year following the effective date of this policy or any anniversary thereof, or if the time between the effective date or any anniversary and the termination of the policy is less than one year, such lesser period. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limit of Insurance
- 4.3.6 Wrongful act means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or other act done or wrongfully attempted by an Insured or any matter claimed, against an Insured, by reason of or in connection with the administration of the employee benefit programs.

## EMPLOYMENT PRACTICES LIABILITY INSURANCE

### 1. INSURING AGREEMENT

- 1.1 Up to \$10,000 for any one loss and for each policy period, we will pay those sums that the Insured becomes legally obligated to pay as compensatory damages further to a loss caused by a wrongful act related to employment practices committed during the policy period. We will have the right and duty to defend the Insured against any action seeking those compensatory damages. However, we will have no duty to defend the Insured against any action seeking compensatory damages for a loss to which this insurance does not apply
- We may, at our discretion, investigate any loss and settle any claim or action that may result. But
- 1.1.1 The amount we will pay for compensatory damages is limited as described in Section 2 LIMITS OF INSURANCE AND DEDUCTIBLE; and
- 1.1.2 Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements
- 1.2 For the purpose of determining the applicability of this insurance, all wrongful acts related to employment practices involving the same Insured, regardless of the number or type of wrongful acts, shall be deemed to have occurred on the date of the first wrongful act.

### 2. LIMITS OF INSURANCE AND DEDUCTIBLE

- 2.1 The General Aggregate Limit is the most we will pay under this insurance during the policy period for the sum of compensatory damages arising out of any one loss to which this insurance applies
- 2.2 The Each Loss Limit is the most we will pay under this insurance for the sum of compensatory damages arising out of any one loss.
- 2.3 Our obligation to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of any deductible amount stated in the Declarations
- 2.4 Claims or actions arising out of interrelated circumstances shall be considered a single loss.

### 3. EXCLUSIONS

This Insurance shall not apply to:

#### 3.1. losses, other than defense costs, which constitute:

- 3.1.1. Benefits due, or to become due, or the equivalent value of such benefits except where such loss is based upon a claim or action for actual or alleged wrongful dismissal, discharge or termination of employment;
- 3.1.2. Salary, wages, benefits or any other cost or expense you shall incur or be required to pay as economic relief if the Named Insured is ordered, pursuant to a judgment or final adjudication, but fails to reinstate the claimant as an employee;
- 3.1.3. The costs of compliance with or the satisfaction or remedy of an undertaking, a direction, an order, a violation, a determination or a certificate negotiated, issued, made or committed under the *Employment Equity Act* of Canada, or any costs associated with any accommodation or affirmative action programme required by, pursuant to or ordered under the *Canadian Human Rights Act*; or
- 3.1.4. The costs of compliance with any order for or grant of or agreement to provide injunctive or non-pecuniary relief;

- 3.2. Claims or actions arising out of any violation of an obligation imposed by any act or regulation related to pay equity, workers' compensation, industrial accidents and occupational disease, occupational health and safety, employment insurance, welfare and social welfare, social security or old age security, retirement benefits or pension plan benefits, disability benefits. However, this exclusion shall not apply to any claim or action:

- 3.2.1. For actual or alleged discrimination or employment-related; or
- 3.2.2. Arising out of any actual or alleged retaliatory treatment against the claimant by you on account of the claimant's exercise of rights pursuant to any such law;

- 3.3. Claims or actions arising out of any arrangement or plan related to the value of the stock, shares or security of the Insured including any stock purchase, stock-based awards, stock option plans, phantom stock, stock appreciation rights or any stock-based compensation plan;
- 3.4. Claims or actions arising out of any act committed by or at the direction of an Insured with the intent of contravening any law or any governmental or administrative order or regulation;
- 3.5. Claims or actions arising out of the assumption of liability by you in an oral or written contract, but this exclusion does not apply to liability that you would have in the absence of the contract;
- 3.6. Claims or actions for bodily injury (except mental anguish and emotional distress), sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof;
- 3.7. Claims or actions based upon, arising out of any lock-out, strike, picket line, replacement workers, actual or alleged unfair practices or other similar actions resulting from labour disputes or labour negotiations;
- 3.8. Claims or actions arising out of:
- 3.8.1. Your insolvency; or
- 3.8.2. The closure of a business operation or location by you; or
- 3.8.3. Any re-organization of employees which results, within any sixty-day period, in the termination of the employment of 25% or more of your total workforce;
- 3.9. Claims made or actions brought by relatives of an employee or by members of the household of an employee;

### 4. COVERAGE TERRITORY

This policy shall only cover claims made or actions brought in Canada in respect of wrongful acts committed in Canada and based on Canadian law

### 5. OTHER INSURANCE

Notwithstanding what is provided for in Form 240 0 - General Conditions if the Insured has other valid insurance against compensatory damages covered by this policy, the policy that applies most specifically to the claim or the action shall be primary and the other insurance shall be excess

### 6. DEFINITIONS

Whenever used in this Form

- 6.1 Action means a civil proceeding in which damages because of employment practices to which this insurance applies are alleged. Action includes an arbitration proceeding to which you must submit or does submit with our consent
- 6.2 Benefits means perquisites, fringe benefits, payments in connection with an employee benefit plan and any other payment, other than salary or wages, to or for the benefit of an employee arising out of the employment relationship
- 6.3 Employee means an individual who was, now is or shall be employed by you
- 6.4 Employee benefit plan means any retirement, pension, supplemental pension, savings, retirement saving, profit sharing, deferred compensation, change of control, insurance, medical, hospital, dental, vision care, drug, sick leave, short term or long term disability, salary continuation, vacation pay or other employee benefit, plan, program, arrangement, policy or practice whether written or oral, formal or informal, funded or unfunded, registered or unregistered that is maintained or otherwise contributed to or required to be contributed to for the benefit of an employee.
- 6.5 Employment practices means
- Wrongful dismissal, discharge or termination of employment
  - Breach of any oral or written employment contract
  - Violation of any law concerning discrimination in employment



- Employment-related harassment, including sexual harassment or other harassment in the workplace,
  - Wrongful deprivation of employment or promotion,
  - Wrongful discipline,
  - Employment-related invasion of privacy,
  - Employment-related defamation,
  - Employment-related wrongful infliction of emotional distress,
  - Employment-related misrepresentation
- 6.6 Insolvency means
- The financial position of the Insured as a debtor as that term is defined and used within the provisions of the Bankruptcy and Insolvency Act, R.S. (1985), c. B-3 and, without limiting the generality of the foregoing, shall occur when any receiver, conservator, liquidator, trustee, sequestrator, court or similar provincial or federal official or a creditor takes control of, supervises, manages or liquidates the Insured,
  - A reorganization proceeding of the Insured under the Companies' Creditors Arrangement Act, R.S. (1985), c. C-36
- 6.7 Loss means compensatory damages and defense costs which you become legally obligated to pay on account of any claims made or actions brought against you for a wrongful act.
- 6.8 Wrongful act means any negligent act, error, omission, negligence, breach of duty or misleading statement related to employment practices actually or allegedly committed or commenced by you

## ELEVATOR COLLISION

### 1. INSURING AGREEMENT

The Insurer will pay to the Insured for damages caused to any elevator or to property insured carried thereon caused by an accidental collision of the elevator with another object

### 2. LIMIT OF LIABILITY

The maximum amount we will pay for compensatory damages is limited to \$50,000 for each collision and subject to the actual cash value of the property at the time any damage occurs

### 3. EXCLUSIONS

This insurance does not apply to:

- 3.1. Loss of use in respect of property owned by the Insured;
- 3.2. Property damage resulting directly or indirectly from the breaking, burning out or disrupting of any electrical machine not located within the elevator;
- 3.3. Property damage by fire, however caused.

### 4. DEFINITIONS

#### 4.1 Elevator means

- 4.1.1 Any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include
  - 4.1.1.1 Any bearing platform not exceeding nine square feet used exclusively for carrying property,
  - 4.1.1.2 Hod or material hoists used in connection with alterations, construction or demolition operations,
  - 4.1.1.3 Inclined conveyers used exclusively for carrying property
- 4.1.2 Any hoist used for raising or lowering automobiles for lubricating and servicing

#### 4.2 Property insured means

- 4.2.1 Any elevator owned, rented, occupied or used by the Named Insured, or in his care, custody or control,
- 4.2.2 Property carried on an elevator, other than any hydraulic or mechanical hoist used for raising or lowering automobiles for lubricating or servicing, being owned, leased or used by or in the care, custody or control of the Named Insured

All other terms and conditions of the policy remain unchanged.

# EARTHQUAKE SHOCK ENDORSEMENT

Words and phrases that appear in bold type have special meaning as defined in section 5 Definitions. Definitions of certain additional words are found in the General Conditions (form 240 0).

This endorsement applies separately to each location for which Earthquake Shock is specified on the Declarations Page.

## 1. INSURED PERIL

This insurance is extended to include **earthquake**.

## 2. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by **earthquake** exceeds the amount of the deductible specified on the Declarations Page for this endorsement in any **earthquake occurrence**.

If a percentage deductible is specified, the amount of the deductible shall be that percentage of the amount of insurance for each item separately as specified on the Declarations Page.

This deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the policy.

## 3. EXCLUSIONS

This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to **earthquake**:

- 3.1. fire, explosion, or smoke;
- 3.2. leakage from fire protective equipment;
- 3.3. theft, or vandalism and malicious acts;
- 3.4. flood, including **surface water**, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water, waterborne objects or ice.

## 4. EXTENSION OF COVERAGE

The Insurer shall be liable for loss or damage to the insured property caused by wind, hail, rain or snow entering a **building** through an opening in the roof or walls directly resulting from an **earthquake**.

## 5. DEFINITIONS

- 5.1. **Earthquake**: includes snowslide, landslide, or other earth movements occurring concurrently with and directly resulting from an **earthquake shock**.
- 5.2. **Earthquake occurrence**: means all **earthquake shocks** which occur within 168 consecutive hours, commencing during the policy period on or after the effective date of this endorsement. The expiration of this policy will not reduce the 168 hour period.
- 5.3. **Surface water**: means water or natural precipitation temporarily diffused over the surface of the ground.

All other terms and conditions of the policy to which this endorsement applies remain unchanged.

# FLOOD INSURANCE

Subject to the limit of liability stated in the Declarations, this insurance is hereby extended to include loss or damage caused directly by the peril of flood subject to the following conditions.

## 1. FLOOD

For the purpose of this coverage, flood shall mean the rising of, the breaking out or the overflow of any body of water whether natural or man-made and includes waves, tides and tidal waves. Each loss caused by

flood shall constitute a single claim hereunder, provided that more than one flood occurring within any period of 168 consecutive hours during the term of this policy shall be deemed a single flood within the meaning hereof.

## 2. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by flood exceeds the sum stated in the Declarations in any one occurrence.

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

# SEWER BACKING UP COVERAGE

1. The buildings and contents are also insured against direct loss or damage caused by backing up or escape of water from:

- Sewers,
- Sumps,
- Septic tanks,
- Drains

For a limit not exceeding the amount stated in the Declarations for this coverage

2. **DEDUCTIBLE**

The insurer is liable for the amount by which the loss or damage caused by sewer backing up exceeds the sum stated in the Declarations in any one occurrence

3. **EXCLUSIONS**

We do not insure loss or damage:

Caused by continuous or repeated seepage or leakage;

Caused by backing up or escape of water from a sewer if said backing up or escape results from the rising of, breaking out or overflow of any body of water;

Occurring while the buildings are under construction or vacant, even if we have given permission for construction or vacancy.

All other terms and conditions of the policy remain unchanged.

# COMMON EXCLUSIONS

## APPLICABLE TO ALL COVERAGES

If the exclusions contained in this form are also found elsewhere in this policy, the latter take precedence.

### DATA PROBLEM

#### 1. EXCLUSIONS

- 1.1. This policy does not insure data;
- 1.2. This policy does not insure loss or damage caused directly or indirectly by a data problem, notably the business interruption. This exclusion (1.2) does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from fire protective equipment, unless otherwise excluded elsewhere in this policy.

#### 2. LIMITATION

For Business Interruption coverages, with respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which the Insurer shall be liable hereunder shall not exceed 30 consecutive calendar days or the length of time that would be required to rebuild, repair or replace such other property herein specified as has been damaged or destroyed, whichever in the greater length of time

#### 3. BASIS OF SETTLEMENT

The liability of the Insurer for loss or damage to media, data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, except in presence of a specific coverage, shall not exceed the cost of reproducing such media, data storage devices, and programme devices from duplicates or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or data for such reproduction

#### 4. DEFINITIONS

Data means representations of information or concepts, in any form

Data Problem means:

- erasure, destruction, corruption, misappropriation, misinterpretation of data;
- error in creating, amending, entering, deleting or using data; or
- inability to receive, transmit or use data.

### FUNGI AND SPORES

#### 1. EXCLUSIONS

This policy does not insure:

- 1.1. loss or damage consisting of or caused directly or indirectly, in whole or in part, by any fungi or spores. This exclusion does not apply:
  - 1.1.1. if the fungi or spores are directly caused by a peril not otherwise excluded by this policy; or
  - 1.1.2. to loss or damage caused directly by a resultant peril not otherwise excluded by this policy;
- 1.2. the cost or expense for any testing, monitoring, evaluating or assessing of fungi or spores.

#### 2. DEFINITIONS

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

Spores includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any fungi.

### TERRORISM

#### 1. EXCLUSION

This policy does not insure:

loss or damage caused 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 whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

#### 2. DEFINITION

Terrorism means an ideologically motivated unlawful act or acts including but not limited to the use of violence or force or threat of violence or force committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public

All other terms and conditions of the policy remain unchanged.

# DECLARATION OF EMERGENCY ENDORSEMENT EXTENSION OF TERMINATION OR EXPIRY DATE

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an emergency is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The emergency must have a direct effect or impact on
  - 1.1 the Insured, the insured site or insured property located in the declared emergency area, or
  - 1.2 the operations of the Insurer or its agent/broker located in the declared emergency area
2. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the emergency is terminated plus the lesser of
  - 2.1 30 days, or
  - 2.2 the number of days equal to the total time the emergency order was in effect
3. If this policy is due to expire during an emergency, it will continue in force until the emergency is terminated plus the lesser of
  - 3.1 30 days, or
  - 3.2 the number of days equal to the total time the emergency order was in effect
4. In no event shall the total term of this extension exceed 120 consecutive days
5. The Insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above

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## DEFINITION

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Emergency means the first statutory declaration of an emergency

- 1.1 with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise, or

- 1.2 as provided for by the relevant governing legislation if different from 1.1 above

but does not include any subsequent statutory declaration(s) that may be issued relating to the same event

All other terms and conditions of the policy to which this endorsement applies remain unchanged.

## **DIFFERENCE IN COVERAGES**

1. Except as provided in paragraph 2. and notwithstanding any contrary provision in the renewal documents, the coverage granted by this policy shall not be more restrictive than the coverage in force at the expiration of the preceding policy period.
2. This coverage does not apply to amendments made to this policy:
  - at the request of the Insured;
  - required by law;
  - for which specific notice has been given to the Insured.

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





**MCGILL LAW STUDENTS' ASSOCIATION**

**FINANCIAL STATEMENTS**

**APRIL 30, 2013**

**MCGILL LAW STUDENTS' ASSOCIATION  
FINANCIAL STATEMENTS  
APRIL 30, 2013**

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Statement of Operations	4
Statement of Changes in Net Assets	5
Statement of Cash Flows	6
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## INDEPENDENT AUDITOR'S REPORT

To the Directors of  
McGill Law Students' Association

We have audited the accompanying financial statements of McGill Law Students' Association, which comprise the balance sheet as at April 30, 2013, and the statements of operations, changes in net assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

### *Basis for Qualified Opinion*

In common with many not-for-profit organizations, the McGill Law Students' Association derives cash from program revenues, the completeness of which is not susceptible to satisfactory audit verification. Accordingly, our verification of these revenues was limited to the amounts recorded in the records of the McGill Law Students' Association and we were not able to determine whether any adjustments might be necessary to program revenues, excess (deficiency) of revenues over expenses, assets and net asset balances and cash flows for the year ended April 30, 2013 and 2012, assets as at April 30, 2013 and 2012, and net asset balances as at May 1 and April 30 for both the 2013 and 2012 years. Our audit opinion on the financial statements for the year ended April 30, 2012 was modified accordingly because of the possible effects of this limitation in scope.

### *Qualified Opinion*

In our opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion paragraph, the financial statements present fairly, in all material respects, the financial position of McGill Law Students' Association as at April 30, 2013, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

### *Comparative Information*

Without modifying our opinion, we draw attention to Note 2 to the financial statements which describes that McGill Law Students' Association adopted Canadian accounting standards for not-for-profit organizations on May 1, 2012 with a transition date of May 1, 2011. These standards were applied retrospectively by management to the comparative information in these financial statements, including the balance sheets as at April 30, 2012 and May 1, 2011, and the statements of operations, changes in net assets and cash flows for the year ended April 30, 2012 and related disclosures. We were not engaged to report on the restated comparative information, and as such, it is unaudited.

Fuller Landau LLP

Montreal, September 8, 2013


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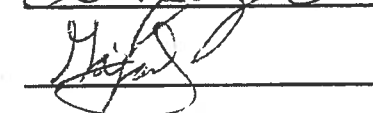
<sup>1</sup> CPA auditor, CA, public accountancy permit No. AI18902

**MCGILL LAW STUDENTS' ASSOCIATION  
BALANCE SHEET  
AS AT APRIL 30, 2013**

	2013 \$	2012 \$	As at May 1, 2011 \$
<b>ASSETS</b>			
Current			
Cash	98,084	82,144	19,433
Cash held in trust (Note 5)	12,000	-	-
Term deposits (Note 4)	60,000	80,000	91,089
Accounts receivable	41,152	28,263	62,865
Prepaid expenses	2,227	2,227	2,227
Current portion of print credit contribution receivable (Note 5)	12,000	12,000	12,000
	<b>225,463</b>	<b>204,634</b>	<b>187,614</b>
Print credit contribution receivable (Note 5)	24,000	36,000	48,000
	<b>249,463</b>	<b>240,634</b>	<b>235,614</b>
<b>LIABILITIES</b>			
Current			
Accounts payable and accrued liabilities (Note 6)	51,048	24,848	33,632
Current portion of deferred print credit contribution (Note 7)	12,000	12,000	12,000
	<b>63,048</b>	<b>36,848</b>	<b>45,632</b>
Deferred print credit contribution (Note 7)	24,000	36,000	48,000
	<b>87,048</b>	<b>72,848</b>	<b>93,632</b>
<b>NET ASSETS</b>			
Unrestricted	162,415	167,786	141,982
	<b>249,463</b>	<b>240,634</b>	<b>235,614</b>

On behalf of the Board,

 , Director **PRESIDENT**

 , Director **VP Finance**

**MCGILL LAW STUDENTS' ASSOCIATION  
STATEMENT OF OPERATIONS  
FOR THE YEAR ENDED APRIL 30, 2013**

	2013	2012
	\$	\$
<b>Revenues</b>		
Student fees	66,527	62,568
Print credits contribution (Note 7)	12,000	12,000
Investment income	1,322	283
	<b>79,849</b>	<b>74,851</b>
<b>Programs</b>		
Sponsorship	91,131	77,404
Revenues (Note 8)	85,941	70,906
Expenses (Note 8)	(153,661)	(127,059)
	<b>23,411</b>	<b>21,251</b>
<b>Net revenues before expenses</b>	<b>103,260</b>	<b>96,102</b>
<b>Expenses</b>		
Administrative	27,927	7,028
Clubs (Note 9)	50,469	28,926
Insurance	2,227	2,227
Office and general	5,637	6,499
Student fees	22,371	25,618
	<b>108,631</b>	<b>70,298</b>
<b>Excess (deficiency) of revenue over expenses</b>	<b>(5,371)</b>	<b>25,804</b>

**MCGILL LAW STUDENTS' ASSOCIATION  
STATEMENT OF CHANGES IN NET ASSETS  
FOR THE YEAR ENDED APRIL 30, 2013**

	<b>2013</b>	<b>2012</b>
	<b>\$</b>	<b>\$</b>
Balance, beginning of year	<b>167,786</b>	<b>141,982</b>
Deficiency of revenues over expenses	<b>(5,371)</b>	<b>25,804</b>
Balance, end of year	<b>162,415</b>	<b>167,786</b>

**MCGILL LAW STUDENTS' ASSOCIATION  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED APRIL 30, 2013**

	2013 \$	2012 \$
Operating activities		
Excess (deficiency) of revenue over expenses	(5,371)	25,804
Net change in non-cash working capital items	1,311	25,818
	(4,060)	51,622
Investing activities		
Proceeds from disposition of term deposits	80,000	91,089
Acquisition of term deposits	(60,000)	(80,000)
	20,000	11,089
Increase in cash and cash equivalents	15,940	62,711
Cash and cash equivalents, beginning of year	82,144	19,433
Cash and cash equivalents, end of year	98,084	82,144

Cash and cash equivalents consist of cash.



**MCGILL LAW STUDENTS' ASSOCIATION  
NOTES TO FINANCIAL STATEMENTS  
APRIL 30, 2013**

**1. Statutes of incorporation and nature of activities**

The McGill Law Students' Association is a student-run not-for-profit organization, incorporated under Part III of Quebec Companies' Act. The Association's objective is to promote and represent the welfare and interests of the students of the faculty of Law at McGill University by providing activities and services to enhance the educational, cultural, environmental and social conditions of its members.

**2. Impact of the change in the basis of accounting**

The Association has elected to apply the standards in Part III of the CICA Handbook - Accounting, Canadian accounting standards for not-for-profit organizations.

These financial statements are the first financial statements prepared in accordance with Canadian accounting standards for not-for-profit organizations, hereafter referred to as "ASNFPPO".

The financial statements for the year ended April 30, 2013 were prepared in accordance with the accounting principles described and the provisions set out in Section 1501, First-time Adoption by not-for-profit organizations, of CICA Handbook - Accounting for first-time adopters of this basis of accounting.

The adoption of this new basis of accounting had no impact on the excess (deficiency) of revenues over expenses of the Association for the year ending April 30, 2012, nor the fund balances at the date of transition being May 1, 2011.

**3. Significant accounting policies**

The Association has elected to apply Canadian accounting standards for not-for-profit organizations in Part III of the CICA Accounting Handbook.

**Financial instruments**

**Measurement of financial instruments**

The Association initially measures its financial assets and financial liabilities at fair value, except for certain non-arm's length transactions.

The Association subsequently measures all its financial assets and financial liabilities at amortized cost.

Financial assets measured at amortized cost include cash, cash held in trust, term deposits and accounts receivable.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities.

**MCGILL LAW STUDENTS' ASSOCIATION  
NOTES TO FINANCIAL STATEMENTS  
APRIL 30, 2013**

**3. Significant accounting policies (continued)**

**Revenue recognition**

McGill Law Students' Association follows the deferral method of accounting for contributions.

Restricted print credit contributions are recognized as income in the period where the related expenses are incurred.

Program revenues are recognized as revenue in the period that the program occurred.

Sponsorship revenue is recognized by the Association when received or when collection is reasonably assured.

Student fees are collected from students by McGill University and are recognized as revenues by the Association when the funds are collected by the University.

Investment income is recorded as revenue in the period in which it is earned.

**Cash and cash equivalents**

The Association's policy is to disclose bank balances under cash and cash equivalents.

**Use of estimates**

The preparation of these financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known.

**Contributed services**

Volunteers contribute many hours per year to the Association to ensure service delivery. Because of the difficulty of determining the fair value of contributed services, they are not recognized in the financial statements.

The Association receives free rental of office space from McGill University, however, the value of this rent is difficult to estimate, and is therefore not included in the financial statements.

**4. Term deposits**

Consists of a \$30,000 term deposit bearing interest at 0.95% and maturing September 19, 2013 and a \$30,000 term deposit bearing interest at 1.15% and maturing September 21, 2015.

**MCGILL LAW STUDENTS' ASSOCIATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**APRIL 30, 2013**

**5. Print credit contribution receivable**

The print credit contribution receivable represents restricted contributions to cover the Association's fixed operating costs and will be received from the McGill Faculty of Law from their Print Credit Fund. The amount totals \$60,000 and an annual disbursement of \$12,000 will be made by the McGill Faculty of Law over the next five years beginning on July 1, 2011.

During the year, the Association requested that the current year disbursement of \$12,000 not be transferred by the McGill Faculty of Law and have the funds held in trust. The Association has the right to demand the disbursement of the funds held in trust from the McGill Faculty of Law.

	2013	2012
	\$	\$
Print credit contribution receivable	36,000	48,000
Less: Current portion of print credit contribution receivable	(12,000)	(12,000)
	24,000	36,000

**6. Accounts payable and accrued liabilities**

	2013	2012
	\$	\$
Trade and accrued liabilities	47,071	20,897
Sales taxes	3,977	3,951
	51,048	24,848

**7. Deferred print credit contribution**

	2013	2012
	\$	\$
Beginning balance	48,000	60,000
Amount recognized as income during the year	(12,000)	(12,000)
	36,000	48,000
Less: Current portion of deferred contribution	12,000	12,000
Ending balance	24,000	36,000

**MCGILL LAW STUDENTS' ASSOCIATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**APRIL 30, 2013**

**8. Programs**

	Revenues \$	Expenses \$	2013 Net \$	2012 Net \$
Academics	-	1,040	(1,040)	(760)
Agenda	-	3,088	(3,088)	(4,841)
Class presidents	1,906	4,164	(2,258)	(1,445)
Clothing sales	5,490	8,482	(2,992)	(3,022)
Coffee house	7,150	19,285	(12,135)	(13,803)
Committees and administration	-	11,172	(11,172)	(5,175)
Dean's discretionary fund	8,290	11,545	(3,255)	4,215
Fashion show	-	-	-	(2,500)
Grad ball	1,485	4,379	(2,894)	978
Law games	24,224	27,828	(3,604)	(285)
Malpractice cup	430	737	(307)	79
Orientation	20,617	30,561	(9,944)	(3,174)
Other internal	1,155	8,198	(7,043)	(5,980)
Other programs	1,268	70	1,198	(2,228)
Public relations	-	5,587	(5,587)	(3,453)
Quid Novi	6,600	5,619	981	(7,087)
Ski trip	757	4,038	(3,281)	(946)
Skit night	5,769	6,952	(1,183)	(4,291)
Website	800	-	800	-
Welcome back party	-	916	(916)	(2,435)
	85,941	153,661	(67,720)	(56,153)

**MCGILL LAW STUDENTS' ASSOCIATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**APRIL 30, 2013**

11

**9. Clubs**

	<b>2013</b>	<b>2012</b>
	<b>\$</b>	<b>\$</b>
Aboriginal Law Students' Association	<b>1,275</b>	629
Asia Pacific Law Association	<b>901</b>	1,318
Black Law	<b>2,857</b>	1,383
Criminal Law	<b>2,710</b>	437
Environmental Law McGill	<b>930</b>	1,727
Human Rights Working Group	<b>9,411</b>	2,533
IPIT	<b>1,167</b>	-
Journal for Sustainable Development Law & Policy	<b>1,275</b>	1,810
MAM	<b>1,656</b>	-
McGill Arbitration Society	<b>3,685</b>	896
McGill Business Law Association	<b>1,058</b>	-
McGill International Foosball Association	<b>1,820</b>	1,232
McGill International Law Society	<b>2,327</b>	1,242
McGill UN Model	<b>3,921</b>	4,752
Outlaw	<b>1,532</b>	118
Radical Law	<b>3,415</b>	38
Other Clubs	<b>10,529</b>	10,811
	<b>50,469</b>	28,926

**10. Financial instruments**

**Risks and concentration**

The Association is exposed to various risks through its financial instruments, without being exposed to concentrations of risk. The following analysis provides a measure of the Association's risk exposure at the balance sheet date of April 30, 2013.

**Credit risk**

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Association's main credit risks relate to its trade accounts receivables. The Association provides credit to its clients in the normal course of its operations.

**Market risk**

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency risk, interest rate risk and other price risk. The Association is mainly exposed to interest rate risk.

**MCGILL LAW STUDENTS' ASSOCIATION  
NOTES TO FINANCIAL STATEMENTS  
APRIL 30, 2013**

**10. Financial instruments (continued)**

**Interest rate risk**

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Association is exposed to interest rate risk on its fixed interest rate term deposits which subject it to a fair value risk.

**11. Comparative figures**

Certain figures for 2012 have been reclassified to make their presentation identical to that adopted in 2013.

## APPENDIX D

**The Association's approved logo and trademark.**



If other trademarks or logos are developed and/or registered, their use and inclusion here is subject to the prior express approval of the Deputy Provost (Student Life and Learning).





**MCGILL LAW  
STUDENTS' ASSOCIATION**

**LSA**

**AEØ**

**ASSOCIATION DES ÉTUDIANT-E-S  
EN DROIT DE MCGILL**



## APPENDIX E

### List of On-Campus and of Off-Campus Locations for Distribution of Publications in accordance with Article 13 of this Agreement

#### 1. List of On-Campus Locations

The Publication, *Quid Novi*, the *Agenda and the Bottin* shall be distributed in specified locations on the Montreal campus in the following buildings:

The **Quid Novi**:- Chancellor Day Hall Basement and Ground floor

The **Agenda** and **Bottin**:- Chancellor Day Hall Basement

#### 2. List of Off-Campus Locations

The Publication will not be distributed off-campus.



## **APPENDIX F**

### **University space and/or facilities granted to the Association in accordance with Article 14 and Article 15**

#### **1. In accordance with Article 14**

No space has been granted to the Association for revenue-generating activities.

As of June 1, 2003, the Association ceased operation of the LSA bookstore; consequently no space is designated to the Associations pursuant to Article 14 of this Agreement.

#### **2. In accordance with Article 15**

In accordance with article 15.1, the University grants the Association the following rooms at no charge. The rooms shall constitute an office from which to conduct its activities and shall constitute the Association's principal premises.

Room 002, 002A

Chancellor Day Hall

In accordance with article 15.2, the University further grants to the Association the use of the following University space and/or facilities at no charge for the term of this Agreement and for the stated purpose:

Room 003, 004, 005, 005A

Chancellor Day Hall

#### **3. Conditions Governing the Use of University space:**

- The Association must receive the University's prior written approval from the Deputy Provost (Student Life and Learning) for changes in the use of University space.
- The Association shall conform to i) all federal and provincial laws and regulations ii) municipal rules and regulations, iii) its charter documents, by-laws and constitution, and iv) all applicable University regulations and policies which apply to the use of the buildings.
- The Association shall undertake no alternation to the premises without the express consent of the university and shall affix no new signs.
- All costs, taxes and fees associated with the use of the space and/or facilities by the Association that may become due is the responsibility of the Association.



## APPENDIX G

### List of Association Groups in accordance with Article 6 of this Agreement

#### **PART 1: RECITALS**

##### **A. Definitions:**

All groups, clubs, services, activities of the Association granted club or service status by the Association shall be referred to collectively herein as “Groups”

##### **B. The Association confirms:**

- i. that the list below represents the **full list of the Association Groups** as of June 1, 2013;
- ii. that names appearing in the first column entitled “Names” are the **Names approved by the Association**;
- iii. that the **Description of Purpose** is the purpose approved by the Association for the stated Group; and
- iv. that the dates appearing in the column entitled **Year Approved** are the dates of the creation of the Groups by the Association.

##### **C. The Association acknowledges and accepts that going forward (effective June 1, 2013) all new Groups shall adopt one of the following **Approved Forms for Group Names**, subject to the category of activity:**

###### **Category I: For Groups other than those affiliated or affiliating with external organizations**

- LSA or McGill (Law) Students [*insert e.g. Investment Club*], or
- LSA or McGill [*insert e.g. Pakistani*] Students’ Association, or
- [*insert e.g. Pakistani*] Students’ Society, or
- LSA [*insert*], or
- [*insert e.g. Korean Martial Arts Club*] – LSA

###### **Category II: For Groups affiliated or affiliating with an external organization including political parties**

- McGill (Law) Students for [e.g. Make a Wish], or
- McGill (Law) Students Supporting [e.g. Make a Wish], or
- McGill Students’ Chapter of [e.g. Make a Wish, or
- LSA - [e.g. Make a Wish, Cystic Fibrosis etc.] or
- [e.g. Make a Wish, Cystic Fibrosis etc.] - LSA





**Category III For Sports Clubs or Teams**

The Department of Athletics and Recreations shall have exclusive use of the name "McGill" in relation to any sport or team, except where permission is granted in writing by the Deputy Provost (Student Life and Learning).

**Category IV: For Association Services and Media**

- McGill (Law) Students [*insert e.g. Marketing Club*], or
- LSA [*insert*], or
- [*insert*] – LSA

- D.** The Association shall ensure that all Clubs, whether or not permission to use the McGill name in their names has been granted, are made aware of the conditions for the use of the McGill name, word mark, crest and shield, as outlined in **Section 6 and Appendix G** and the Association correct any misuse within two (2) weeks from the Association becoming made aware of the misuse.

**Examples of misuse include, but are not limited to:** a Club incorporating the McGill name in its name without permission, incorporating the McGill word mark, crest or shield in its name, logo or website, or on the club's sites, materials, or publications.

- E.** Only one email address for each club may be requested and shall take the form:  
[club initials].lsa@mail.mcgill.ca

- F.** Any changes to the list (including any additions or deletions), to the name of a club, or to its activity shall be brought to the University's attention and shall be confirmed by the Deputy Provost (Student Life and Learning). McGill reserves the right to withdraw its permission for any club at any time and for whatever reason.



## **PART II: GROUPS**

### **Category I: Groups other than those affiliated or affiliating with external organizations**

<b>NAME</b>	<b>DATE</b>	<b>DESCRIPTION OF ACTIVITY</b>
Aboriginal Law Association of McGill (ALAM)	2009	The Aboriginal Law Association of McGill University, whose membership includes both native and non-native law students, seeks to raise awareness of aboriginal issues within the student population and among the public at large. The association also seeks to provide a support network for First Nations, Inuit and Metis students attending the Faculty of Law.
Asia Pacific Law Association of McGill	2003	The Asia Pacific Law Association is a club having been started in 2003 by people who share a common interest in the Asia-Pacific region and the law.
Arab Law Students Association of McGill ALSA	2009	The Arab Law Students' Association is a new club founded in January 2006. We aim to create a space for those at the faculty who share an interest in the Arab world. We will work towards promoting consciousness and understanding about Arab cultural, political and legal issues. We also aim to provide a link between the faculty and the Arab communities both in Canada and abroad.
Black Law Students Association of McGill	2009	The BLSAM is a member group of the Black Law Student's Association of Canada (BLSAC). With chapters throughout Canada and the U.S., the Black Law Students' Association is the largest student-run network in North America. The main goal of the McGill Chapter is to encourage and support Black law students in the pursuit of academic excellence. We also work to promote cultural enlightenment and awareness about the different issues affecting the Black community. Our recent activities include: holding an area practice dinner with prominent local Black attorneys and volunteering at the Black Youth in Action's Drop-in Clinic. This coming year we plan on working with the LSA's Education and Equity Working Group, expanding our network of contacts by meeting with students at other Montreal law faculties and attending the BLSAC National Conference.
Environmental Law McGill	1989	Founded in 1989, Environmental Law McGill (ELM) is made up of students with an interest in all aspects of environmental law and environmental awareness. ELM is a gathering point for big and little projects that impact the Faculty and often the wider community.
Innocence McGill	2009	Innocence McGill is a student-led endeavor centered at the

		Faculty of Law of McGill university. It is run under the supervision of faculty members and prominent criminal lawyers, and is dedicated to researching and investigating claims of wrongful conviction in the province of Quebec
Legale McGill Outlaw	2009	OutLaw is the Faculty of Law's queer students group. The students, ranging from first year to graduate programs, organize and participate in a number of events throughout the year. On the social front, it has sponsored films at the Faculty of Law and held a number of parties or outings in members' homes and at various locations in the Village. As part of its efforts to promote continued awareness of queer students in the Faculty of Law, LEGALE-OutLaw members write regularly in the Faculty's internal publications and newsletters. It is also working with Admissions and the Administration to ensure that prospective and current queer students feel welcomed.
McGill Business Law Association	2009	The McGill Business Law Association (MBLA) is committed to increasing the profile of business law at McGill. We work to expose law students to opportunities to develop their business law interests. In particular, the MBLA organizes educational sessions at members of the business law community. MBLA events enable students to learn about relevant areas of law directly from practitioners. Past events have focused on discussions on mergers and acquisitions, intellectual property, bankruptcy and insolvency, competition law, real estate, and securities.
McGill International Law Society	2009	The McGill International Law Society (MILS) aims to provide a forum for the exchange of ideas of students, leading practitioners, and scholars of international law. Its stated purpose is three-fold: first, to promote the study and analysis of international law in its various domains (public and private); second, to facilitate dialogue and debate on matters of international law; and third, to promote and advertise the different professional and educational opportunities that international law affords.
McGill Law Women's Caucus	2009	The Women's Caucus seeks to promote the interests of women within the legal community. Events sponsored by the Women's Caucus focus on both women in the legal profession and on legal issues that affect the interests and status of women, both locally and internationally. Meetings and outings are held on a regular basis throughout the school year.
McGill Radical Law Community	2001	The McGill Radical Law Community exists since 2001. It was originally initiated to support Libertas, a Montreal area legal collective. Today, members continue to support social movements and are involved in a variety of projects on and off campus. We resist liberal legal discourse and challenge accepted norms in legal theory and practice in so far as they maintain and re-create relationships of domination and subordination in society. We embrace modes of social

		organization based on direct and participatory democracy that provide the means for self-determination and grassroots empowerment.
McGill Entertainment and Sports Law Association	2009	The mission of MESLA is to provide a forum for students exploring career opportunities in entertainment and sports law. This objective is pursued in two ways. First, MESLA seeks to cultivate important connections with practitioners and industry leaders. Second, it seeks to investigate important developments in the law of music, motion picture, TV and radio, sports and various intellectual-property-based fields. By cultivating the viewpoint that entertainment and sports law comprises a broad array of legal issues, our members hold a broad array of diverse interests. Such interests result in a comprehensive approach to entertainment and sports law. MESLA facilitates a variety of professional, academic and recreational activities including: * Guest speaker forums featuring practitioners, industry representatives, academics, public policy experts and legislators * Networking events, including area-practice dinners and alumni outreach program
McGill Muslim Law Students Association	2008	The MLSA provides a forum in which law students can discuss Islamic issues and also promote Islamic issues to the greater student body here at the faculty.
McGill <u>Law Students</u> Arbitration Society	2010	The McGill Arbitration Society is a student organization at the McGill Faculty of Law. The Society aims at promoting an interest in, and a better understanding of, alternative dispute resolution mechanisms, including arbitration and mediation, that are gaining popularity in the private and public sectors around the world. Please contact us to find out how you can get involved.
Club de botanique	2012	Le Club de Botanique vise à faire fleurir la vie festive estudiantine en regroupant des épicuriens de divers horizons. C'est en cultivant les jardins de notre faculté que tous sont invités à s'évader du coquillage qui nous cloître au haut de la colline mcgilloise. Prenant exemple sur un de nos alumni, Wilfrid Laurier, nous nous intéresserons autant à la croissance politique de notre monde qu'aux romances que nous apportent les aléas de la vie. The Botanical Club of the Faculty of Law welcomes anyone who shares the joy of gardening. Help us grow the young shoots of student life in law school.
Droits linguistiques McGill	2011	Linguistic Rights McGill is a Faculty of Law student-operated working group whose primary aim is to promote, study, and advance the rights and freedoms of Canada's linguistic minority communities. The group's primary emphasis is on Francophone linguistic minorities outside the

		<p>province of Quebec, with an attentive eye to issues such as access to justice, the enforcement of the federal Official Languages Act and of provincial French Services Acts, bilingualism requirements for certain positions, as well as emerging issues affecting Canada's Francophone linguistic minority communities. McGill Law students will surely come across some of these issues as future lawyers, especially if they choose to practice law outside the province of Quebec, where the number of Francophones and Francophiles is increasing at impressive rates. The needs and profile of these communities must be closely monitored, considering the assimilative forces, cuts in services and the constant injustices they face.</p>
<u>LSA</u> Mediation at McGill	2012	<p>Mediation at McGill promotes the use of conflict coaching and peer mediation to help individuals resolve their conflicts. Le club offre aux étudiants de l'Université McGill des services gratuits et confidentiels de médiation et des séances de « conflict coaching ». It also seeks to promote and prepare McGill Law students to perform these services.</p>
Trassymphonics	2010	<p>Considérant que les étudiants de tous niveaux de la Faculté de droit de l'Université McGill ont exprimé leur désir de contracter une Union Fédérale pour ne former qu'une seule et même puissance vocale, avec une constitution reposant sur les mêmes principes que celle de l'illustre œuvre télévisuelle «Glee», nous vous présentons les Transsymphoniques, la toute première chorale de la Faculté. Exploding onto the law student club scene in early 2011 with a hit Grease-inspired musical and thrilling the Law Skit Nite crowd with the 2013 hit musical "Chancellor Day Hall", the Transsymphonics are looking to continue their pulmonary expansion into 2013-2014.</p>
Actus Reus	2009	<p>Groupe d'étudiants organisant une pièce de théâtre au mois de février de chaque année.</p>
Human Rights Working Group	2009	<p>Le Groupe d'action en matière de droits de la personne   The Human Rights Working Group (HRWG) est un collectif éclectique de militants étudiants qui a pour objectif d'éduquer et de sensibiliser la population étudiante de la Faculté de droit et de l'Université McGill aux enjeux liés aux droits humains, de contribuer à réduire les violations des droits humains et de soutenir les étudiants désirant poursuivre une carrière dans le domaine des droits de la personne et de la justice sociale. The Human Rights Working Group is divided into a number of portfolios and also includes court accompaniment and bursary programs. The portfolios are run collectively by the student members of the portfolio. New members are always welcome. For more information, please visit <a href="http://hrwg-mcgill.com">hrwg-mcgill.com</a>.</p>

McGill South Asian Law <u>Students Association</u>	2012	Student club composed of students with south Asian roots.
Intellectual Property, Information Technology and Policy <u>Club</u>	2009	IPITPOL, McGill's Intellectual Property, Information Technology and Policy Club, aims to enhance familiarity with, and promote discussion about, innovations and challenges in technology and law. IPITPOL's mandate is to focus on intellectual property and information technology law, the relationship between these two areas, as well as current policy initiatives. Through collaboration with McGill Law Faculty members, the Centre for Intellectual Property Policy (CIPP), other faculties, universities and legal professionals in the field, we have established a nexus between current law students interested in IP and/or IT and the exigencies of this growing legal industry.
Christian Law Students Association	2009	Group of students gathering for discussion on the Christian faith.
McGill Law Model United Nations Club	2011	Group of students participating to various simulations of the United Nations general assembly.
Student Animal Legal Defense <u>Fund Club</u>	2010	Group of students interested in advocating for the protection of animal rights.
Criminal Law McGill	2011	Group of students interested in criminal law and organising events to promote careers in the field.
Feminist Collective	2013	<p>The Feminist Collective at McGill Law will see its first year of activities in 2013-2014! We are a non-hierarchical group that envisions a world without patriarchy, sexism, violence, and the continued oppression, domination and devaluation of women. Through education and activism both within our faculty and in the greater community, we will empower ourselves and others to resist these things in all their forms.</p> <p>Nous allons également continuer l'excellent travail du « Women's Caucus » en créant pour les étudiantes en droit des possibilités d'apprentissage, un réseau de connaissances ainsi que des possibilités de formation, le tout axé sur la femme. Dans le passé, les activités ont inclus un « speed-meet » avec des femmes qui travaillent dans le domaine du droit ainsi que l'envoi d'une délégation d'étudiants à New York afin d'assister à la conférence mondiale sur les femmes des Nations Unies.</p>
McGill Women <u>Students</u> and the Criminal Law	2013	To be inserted
Women of Colour Collective	2013	The Women of Color Collective (WOCC) provides a supportive space for women from racialized backgrounds, Indigenous women, and trans people of color at McGill's Faculty of Law. By providing cultural, social, professional, educational, and community service programs, the WOCC advances the needs of women and trans people of color, thereby enriching the educational experience at McGill

		Law. Le but de ce réseau est aussi de favoriser les échanges à la Faculté de droit de McGill entre les femmes au sujet d'enjeux qui concernent des femmes issues de minorités.
McGill Law <u>Students</u> Cares	2013	McGill Law Cares is a new initiative at the Faculty to promote community outreach involvement locally, and in the broader global community. Nous allons soutenir beaucoup de programmes, de partenaires et d'initiatives au long de l'année scolaire. Some of our events this year will include volunteering at soup kitchens, after-school tutoring, and hosting charity dinner events.
Law and Popular Culture	2013	Group of students interested in discussing the interrelations of law and popular culture.
Comité souverainiste des étudiants en droit de McGill	2013	Group of students interested in advancing the separatist cause and to discuss its impacts.
Association of Students for Children Rights	2013	Group of students interested in advocating for the defense of children's rights and organizing activities to the benefit of charitable organizations.
McGill International Foosball Association Club	2009	The McGill International Foosball Club Association (MIFA) seeks to foster a positive and collegial learning environment in the Law Faculty by enabling ALL law students to participate in a fun, social and stress-relieving activity regardless of skill, experience or coordination. Venez jouer sur l'une de nos tables de baby-foot dans le cadre des tournois continus en simple et en double pour tous les niveaux, lors du tournoi bénéfice au profit de Right To Play ou encore juste pour le plaisir, entre deux jugements de la Cour Suprême!
Old Chancellor Football Club	2012	McGill Law's Soccer Clubs, representing the Faculty of Law at McGill's Athletics intramural competitions.
McGill Law Squash Club	2013	The McGill Law Squash Club is dedicated to assisting students find opportunities to play against partners of various skill levels and to meeting others with a passion or burgeoning interest in the sport. The Club provides an ongoing ladder and organizes tournaments for students, faculty members and alumni. Nous prévoyons également d'accueillir plusieurs cliniques de compétences et d'organiser des rencontres sociales tout au long de l'année. Nous invitons débutants et experts à se joindre à nous.
Yoga club	2013	The McGill Law Students' Yoga Club seeks to bring the fantastic yoga instructors of Montreal to the rooms of New Chancellor Day Hall to teach us some funky and fun poses that will help us improve our balance and bring joy within ourselves. Qu'importe votre niveau, le Club de yoga des étudiant(e)s en droit de McGill est pour tous ceux et celles qui souhaitent faire du yoga en toute simplicité et dans le respect mutuel. Namaste!
McGill Law Games Club	2013	Every year, 30 students from McGill's Faculty of Law participate to Law Games, a 4 day sports competition against law faculties from across Canada.



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**Category II: For Groups affiliated or affiliating with an external organization including political parties**

NAME	DATE	DESCRIPTION OF ACTIVITY
Probono Students Canada		Pro Bono Students Canada (PBSC) provides volunteer law students with opportunities to develop their legal skills and be involved in their communities by working with and providing legal services to over 30 community organizations in Montreal. PBSC is committed to creating a positive impact on the legal profession through the promotion of pro bono services and to increasing access to justice in Canada. Volunteering with PBSC may include doing legal research, drafting documents, delivering seminars, performing client intake and providing legal information.
Canadian Civil Liberties Association	2010	CCLAML is a campus chapter of the Canadian Civil Liberties Association, a national law reform and advocacy organization. The Canadian Civil Liberties Association at McGill Law is dedicated to promoting civil liberties on the McGill campus. We will host events relating to the CCLA's major programs: fundamental freedoms, equality, public safety, and national security.
Canadian Lawyers Abroad		Group of students working with the Canadian organisation.
Avocats Sans Frontières	2010	
Iraqi Refugee Assistance Project	2012	McGill's new chapter of the Iraqi Refugee Assistance Project will give law students the opportunity to provide legal representation and assistance to Iraqi Refugees seeking resettlement to Canada under the supervision of lawyers from Norton Rose and Professor François Crépeau. IRAP McGill will also be engaging in efforts to heighten awareness of the plight of Iraqi refugees at the Faculty and beyond.

**Category III    For Sports Clubs or Teams**

NAME	DATE	DESCRIPTION OF ACTIVITY
<u>McGill</u> Law Games Club	2013	Every year, 30 students from McGill's Faculty of Law participate to Law Games, a 4 day sports competition against law faculties from across Canada.

**Category IV:    For Association Services and Media**

NAME	DATE	DESCRIPTION OF ACTIVITY
Quid Novi	1980	Le Quid Novi est le journal étudiant de la Faculté de droit de l'Université McGill. Depuis 1979, il est le théâtre de débats animés sur des sujets d'actualité touchant la vie facultaire et la société en général. Il est aussi l'hôte de poèmes, de caricatures, d'oeuvres d'art, de textes d'opinion, de conseils, d'humour et de réconfort pour les étudiants et le personnel de la Faculté.
Contours Magazine	2013	Feminist publication written by a student club and distributed once a year at the Faculty of Law.
Forum	2013	Critical thinking publication written by a student club and distributed once a year at the Faculty of Law.
Point de fuite	2012	Point de fuite is an online journal encouraging the exchange of political ideas among Québec's youth. A good debate is characterized by solid arguments upheld through a nuanced standard of thought. The sources are cited, the writing is clear, stripped of deceptive qualities, and rid of fallacies that only weaken the discussion. Point de fuite distinguishes itself from other blogs and social networks because it exercises an intellectual rigour and approach to publishing its articles. Consequently, each text is revised by a team of editors who work in conjunction with the author of the text. The comments allow the writer the opportunity to hone their writing skills and refine their argument.

### **PART III: LSA EXECUTIVE EMAILS**

**President: [president.lsa@mail.mcgill.ca](mailto:president.lsa@mail.mcgill.ca)**