

Markel Canada Limited

Combined Insurance Policy Declarations





LLOYD'S

Sport Fitness Liability Insurance

Effected with Certain Lloyd's Underwriters "the Insurer" through Lloyd's Approved Coverholder ("the Coverholder"):

MARKEL

200 Wellington Street West, Suite 800, Toronto, ON M5V 3C7

Declarations

SUMMARY OF POLICY

Policy Number:	CAS834571-01
Policy Type:	Renewal
Policy Period:	From: September 6, 2023 To: September 6, 2024 12:01 a.m. Standard Time at the address of the Named Insured as stated below.
Named Insured:	Alberta Amateur Boxing Association
Mailing Address:	11759 Groat Rd, Edmonton, Alberta, CANADA, T5M 3K6
Business of the Insured:	Boxing Activities
Premium:	\$31,734.00
Minimum Retained Premium:	75%
Currency:	Canadian Dollars
Broker:	AON REED STENHOUSE INC.
Brokerage Address:	1200 - 401 WEST GEORGIA STREET, VANCOUVER, British Columbia, CANADA, V6B 5A1
Cancellation Notice:	30 Days

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

In return for payment of the premium, and subject to all the terms of this insurance, we agree with you to provide the insurance as stated in the attached policy documents. The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears below. All inquiries and disputes are also to be addressed to this Coverholder.

This insurance is issued subject to the Declarations, limits, coverage agreements, exclusions, definitions, stipulations, policy terms and conditions contained in the forms attached, including any endorsements to the policy which may from time to time be added to form part of the policy.

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder:

In witness whereof this policy has been signed as authorized by the Underwriters, by the Coverholder **MARKEL CANADA LIMITED, 200 Wellington Street West, Suite 800, Toronto, ON, M5V3C7**

Per:



David A. Crozier,
President & Managing Director
Markel Canada Limited

DECLARATIONS (Continued)**Named Insured:** Alberta Amateur Boxing Association**Broker:** AON REED STENHOUSE INC.**Policy Number:** CAS834571-01**COMMERCIAL GENERAL LIABILITY****Premium Adjustment Rate:** Flat

Coverages	Limits of Insurance		Retroactive date (if applicable)	Premium
Bodily Injury and Property Damage	\$5,000,000	Each Occurrence	Not Applicable	Included
Products and Completed Operations	\$5,000,000	Aggregate Limit	Not Applicable	Included
Personal and Advertising Injury	\$5,000,000	Any One Person or Business Entity	Not Applicable	Included
	\$5,000,000	Aggregate Limit	Not Applicable	Included
Medical Payments	\$2,500	Any One Person	Not Applicable	Included
Tenants' Legal Liability	\$500,000	Any One Premises	Not Applicable	Included
Employers' Liability	\$1,000,000	Each Accident	Not Applicable	Included
	\$1,000,000	Aggregate Limit	Not Applicable	Included
S.P.F. No. 6 - Standard Non-Owned Automobile Liability Policy	\$2,000,000	Each Accident	Not Applicable	Included
S.E.F. No. 94 - Legal Liability For Damage To Non-Owned Automobiles	\$50,000	Each Accident	Not Applicable	Included
Injury To Participant Coverage	\$2,000,000	Each Occurrence	Not Applicable	Included
Errors and Omissions Liability With Coverage for Directors and Officers	\$2,000,000	Each Occurrence	Not Applicable	Included
	\$2,000,000	Aggregate Limit	Not Applicable	Included

CGL SPORTS PREMIUM TOTAL: \$31,734.00

Coverages	Deductibles / Retention
Bodily Injury and Property Damage	\$1,000 Each Occurrence
Personal and Advertising Injury	\$1,000 Any One Person or Business Entity
Tenants' Legal Liability	\$1,000 Any One Premises
Employers' Liability	\$1,000 Each Accident
S.E.F. No. 94 - Legal Liability For Damage To Non-Owned Automobiles	\$1,000 Any One Accident
Injury To Participant Coverage	\$1,000 Each Occurrence

Note:

DECLARATIONS (Continued)**Named Insured:** Alberta Amateur Boxing Association**Broker:** AON REED STENHOUSE INC.**Policy Number:** CAS834571-01

Forms and Endorsements	Form Number
Commercial General Liability Policy (Occurrence Form)	WCGE102101
Policy Notices	WMCE902102
Employers' Liability	CGE1012102
Additional Insured	CGE1172012
Sanctioned Events Limitation	CGE2092211
Virus, Bacteria, Disease And Contagion Exclusion	CGE1272012
Schedule of Named Insureds	CGE2312103
Total Liquor and Marijuana Liability Exclusion	CGE1302012
Injury To Participant Coverage (Sublimit)	CGE2252104
Who Is An Insured Amendment Sports Clubs & Associations	CGE2042211
Errors and Omissions Liability With Coverage For Directors And Officers (Occurrence, Defence Expenses Included In Limit)	CGE3212111
Neurodegenerative Injury Exclusion	CGE2432104
S.P.F. No. 6 - Standard Non-Owned Automobile Liability Policy	CGE1392012
S.E.F. No. 94 - Legal Liability For Damage To Non-Owned Automobiles	CGE1402012
S.E.F. No. 96 - Contractual Liability Endorsement	CGE1412012
S.E.F. No. 99 - Excluding Long-Term Leased Vehicle	CGE1422012

DECLARATIONS (Continued)

Named Insured: Alberta Amateur Boxing Association
Broker: AON REED STENHOUSE INC.
Policy Number: CAS834571-01

SUBSCRIPTION POLICY

In consideration of the Insured having undertaken to pay to each of the Companies named in the List of Subscribing Companies forming part hereof, or to Companies whose names are substituted therefor or added thereto by Endorsement, hereinafter called "The Company" its proportion of the agreed premium as set forth elsewhere, the Companies severally and not jointly agree, each for its proportion shown hereunder, to indemnify the Insured in accordance with the Terms and Conditions contained herein or endorsed hereon.

It is understood and agreed that the liability of the Companies individually shall be limited to the said Proportion of the Limit(s) of Liability shown elsewhere herein, and to the same Proportion of any loss, claim or expense paid or payable hereunder.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", "This Company", "we", "us", or "our", reference shall be deemed to be made to each of the Insurers severally.

IN WITNESS WHEREOF THE COMPANIES, through their representative duly authorized by them for this purpose, have executed and signed this Policy on the face hereof.

LIST OF SUBSCRIBING COMPANIES

COVERAGE	COMPANY	PROPORTION	PREMIUM
All Other Coverages	Certain Underwriters at Lloyd's, Under Agreement No. MKL2023001; UMRB6027MKL2023001	100%	\$31,734.00

Total Policy Premium **\$31,734.00**
(excluding any applicable taxes)



Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #1

EMPLOYERS' LIABILITY COVERAGE

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM

A. PART I - COVERAGES is amended by adding the following:

COVERAGES - EMPLOYERS' LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** to which this Endorsement applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under PART II - SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D.
- b. This Endorsement applies to **bodily injury** only if:
 - i. The **bodily injury** takes place in the **coverage territory**; and
 - ii. The **bodily injury** arises out of, and in the course of, the injured **employee's** employment by You in Canada; and
 - iii. The **employee**, at the time of the injury, was not covered or entitled to be covered under a statutory Canadian Provincial, territorial or federal worker's compensation, disability benefits or similar law; and
 - iv. The **bodily injury**:
 - (a) is caused by an accident that occurs during the **policy period**; or
 - (b) if a disease, is caused by or aggravated by conditions of employment by You, and the injured **employee's** last day of last exposure to the conditions causing or aggravating such **bodily injury** occurs during the **policy period**.
- c. The **bodily injury** will be deemed to have been known to have occurred at the earliest time when any Insured or any **employee** authorized by any Insured to give or receive notice of an

accident or claim:

- i. Reports all, or any part, of the **bodily injury** to Us or any other insurer;
 - ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury**; or
 - iii. Becomes aware by any means that the **bodily injury** has occurred or has begun to occur.
 - iv. Becomes aware of an accident or a circumstance which may give rise to an **occurrence**, claim or **suit**.
- d. The **compensatory damages** We will pay, where recovery is permitted by applicable law, include **compensatory damages**:
- i. For which You are liable to a third party by reason of a claim or **suit** against You by that third party to recover the **compensatory damages** claimed against such third party as a result of injury to Your **employee**;
 - ii. For care and loss of services; and
 - iii. For consequential **bodily injury** to a spouse, common law partner, child, parent, brother or sister of the injured **employee**; provided that these damages are the direct consequence of **bodily injury** that arises out of and in the course of the injured **employee's** employment by You; and
 - iv. Because of **bodily injury** to Your **employee** that arises out of and in the course of employment, claimed against You in a capacity other than as employer.
- e. We will have the right and duty to defend any **suit** seeking those **compensatory damages**, however:
- i. We will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** to which this Endorsement does not apply;
 - ii. The amount We will pay for **compensatory damages** is limited as described in PART IV - LIMITS OF INSURANCE;
 - iii. We may investigate and settle any claim or suit at Our discretion; and
 - iv. Our right and duty to defend ends when We have incurred the limits of insurance available under this Endorsement in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

Bodily injury intentionally caused or aggravated by You or **bodily injury** resulting from an act

which is determined to have been committed by You if it was reasonable to believe that an injury was substantially likely to occur.

b. Contractual Liability

Liability assumed by You under any contract or agreement;

c. Fines or Penalties

Any assessment, penalty or fine levied by any regulatory agency or authority.

d. Punitive Damages

Multiple, exemplary or punitive damages.

e. Vessels, Aircraft and Automobiles

Bodily injury arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others by or on behalf of any Insured of:

- i. Any **aircraft**, air cushion vehicle or **watercraft** owned or operated by or rented or loaned to any Insured'
- ii. Any premises for the purpose of an airport or **aircraft** landing area and all operations necessary or incidental thereto; or
- iii. Any **automobile** 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**.

This exclusion 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 applies even if the **suit(s)** against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **bodily injury** 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.

f. Violation Of Law

Bodily injury suffered or caused by any **employee** while employed in violation of law with Your actual knowledge or the actual knowledge of any of Your executive officers.

g. Violation Of Age Laws Or Employment Of Minors

Bodily injury suffered or caused by any person:

- i. Knowingly employed by You in violation of any law as to age; or
- ii. Under the age of 14 years, regardless of any such law.

h. Personal and Advertising Injury

Bodily injury arising out of **personal and advertising injury**.

- B. For the purposes of the coverage provided by this Endorsement, PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D shall also apply to COVERAGE - EMPLOYERS' LIABILITY.
- C. For the purposes of the coverage provided by this Endorsement, PART II - SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D shall also apply to COVERAGE - EMPLOYERS' LIABILITY.
- D. For the purposes of the coverage provided by this Endorsement, PART III - WHO IS AN INSURED, paragraphs 2. and 3. are deleted in their entirety.
- E. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE, A. LIMITS is amended by adding the following:
 - 1. The Employers' Liability Each Accident Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** covered by this Endorsement because of **bodily injury** to one or more **employees** in any one accident or disease; and
 - 2. The Employers' Liability Aggregate Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** covered by this Endorsement because of **bodily injury** to one or more **employees**. Such aggregate limit applies 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 of the policy to which this Endorsement is attached, unless the **policy period** is extended after the 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 Aggregate Limit.
- F. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE, B. DEDUCTIBLE ON CLAIMS - COVERAGES A, B AND D shall also apply to COVERAGE - EMPLOYERS' LIABILITY.
- G. For the purposes of the coverage provided by this Endorsement, paragraph 9. of PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding the following:

9. Duties In The Event of Accident or Injury

- f. You must furnish complete information on any claim or **suit** arising out of **bodily injury** or any claim or **suit** involving any of the following:
 - i. Death;
 - ii. Quadriplegia or Paraplegia;
 - iii. Brain damage;

Endorsement



- iv. Loss of vision or loss of hearing;
 - v. Loss of limb;
 - vi. Hospitalization for more than thirty (30) days;
 - vii. Second or Third degree burns;
 - viii. Massive internal injuries affecting body organ(s);
 - ix. Pollution claims and/or allegations of sexual abuse or sexual assault; or
 - x. Class actions, representative proceedings or any single proceeding with more than 5 named plaintiffs
- H. For the purposes of the coverage provided by this Endorsement, definitions 6. and 11. of PART VI - DEFINITIONS, are deleted in their entirety and replaced by the following:
- 6. **Bodily injury** means **bodily injury** by accident or disease.
 - 11. **Coverage territory** means:
 - a. Canada; or
 - b. All other parts of the world if the **bodily injury** arises out of the activities of a person whose home is in Canada, but is away for a short time on Your business; provided the Insured's responsibility to pay **compensatory damages** is determined in a **suit** on the merits in Canada, or in a settlement We agree to in writing.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' shape with a loop, written over a horizontal line.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #2

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

SCHEDULE

Name of Additional Insured person(s) or business entity(ies)

"As required by written contract"

A. PART III - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or **business entity(ies)** shown in the Schedule above, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by Your acts or omissions or the acts or omissions of those acting on Your behalf:

- a. In the performance of Your ongoing operations; or
- b. In connection with Your premises owned by or rented to You;

However:

- c. The insurance afforded to such additional Insured only applies to the extent permitted by law; and
- d. If coverage provided to the additional Insured is required by a contract or agreement, the insurance afforded to such additional Insured will not be broader than that which You are required by the contract or agreement to provide for such additional Insured.

B. With respect to the insurance afforded to these additional Insureds, the following is added to PART IV - LIMITS OF INSURANCE:

If coverage provided to the additional Insured is required by a contract or agreement, the most We will pay on behalf of the additional Insured is the amount of insurance:

Endorsement



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- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'Z' shape, positioned above a horizontal line.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #3

SANCTIONED EVENTS LIMITATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

A. The following is added to PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS:

With respect to the playing of or taking part in practicing or training for sports, this Policy only applies to liability arising out of **sanctioned events**.

B. For the purposes of this Endorsement, the following is added to PART VI - DEFINITIONS:

Sanctioned events means practices, events, tournaments, matches, training and/or instruction conducted by an authorized event organizer that has received formal approval by You or an **employee** authorized by You to give such approval. Approval must either be by way of a written procedure manual or a specific agreement in writing.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line, positioned above a solid horizontal line.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #4

VIRUS, BACTERIA, DISEASE AND CONTAGION EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

The following exclusion is added to PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D:

Virus, Bacteria, Disease And Contagion

This Insurance Policy provides no coverage for any claim in any way caused by, arising out of or resulting from any virus, bacteria, disease or contagion, including that designated as such by any of the following:

1. a Federal, Provincial, Territorial or Municipal authority or agency;
2. a Minister of the Federal, Provincial or Territorial Crown;
3. a person occupying the position of Chief Medical Officer of Health (or similar position) of a Province, Territory or Municipality;
4. the World Health Organization;
5. the Center for Disease Control/Centre for Disease Control of
 - i. Canada or any Canadian Province or Territory;
 - ii. the United Kingdom of Great Britain and Northern Ireland; or
 - iii. of the United States of America and any American State or Territory.

For purposes of this Endorsement, virus, bacteria, disease or contagion so designated shall include:

- a) any derivative, mutation or variation of the virus, bacteria, disease or contagion;
- b) any fear or threat of the spread of the virus, bacteria, disease or contagion;

Endorsement



c) any failure to prevent, contain or eradicate the virus, bacteria, disease or contagion.

For purposes of greater clarity the following are examples of virus, bacteria, disease or contagion that are excluded by this Endorsement:

- 1) Coronavirus disease (COVID-19);
- 2) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- 3) Ebola;
- 4) Avian Influenza (Avian Bird Flu); and,
- 5) Legionella (Legionnaire's Disease).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be a cursive or semi-cursive name.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #5

SCHEDULE OF NAMED INSUREDS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM
UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY

The entities scheduled below are included as **Named Insureds** under this Policy:

SCHEDULE OF NAMED INSUREDS:

- 1) Airdrie AMAC Boxing Club
- 2) Airdrie Humble Boxing Academy
- 3) Airdrie Amplified Athletics Inc.
- 4) Atikameg Whitefish Lake Warrior Spirit Boxing Club
- 5) Bonnyville K.A. Boxing
- 6) Calgary Bowmont
- 7) Calgary Calgary Boxing Club
- 8) Calgary Dynamite Boxing
- 9) Calgary Grizzly Cage Boxing
- 10) Calgary Impact Boxing & Fitness
- 11) Calgary Legacy Boxing
- 12) Calgary Neutral Corner Boxing Gym
- 13) Calgary Olympus Boxing Club

Endorsement



14) Calgary	Southpaw/Goldenstars
15) Calgary	Teofista Boxing
16) Calgary	Undisputed Boxing Club
17) Calgary	Elite Martial Arts Academy
18) Calgary	Unity Boxing Club
19) Calgary	Warden MMA and Fitness
20) Chestermere	Olympus Chestermere Boxing Club
21) Cold Lake	Titans Boxing Club
22) Drayton Valley	Derrick Boxing
23) Edmonton	Alliance Boxing
24) Edmonton	Avenue Boxing
25) Edmonton	Cougar Boxing
26) Edmonton	Marshall Boxing
27) Edmonton	Panther Boxing
28) Edmonton	South Side
29) Edmonton	South Side Legion
30) Edmonton	Westchester
31) Edmonton	Wolfhouse Boxing
32) Edmonton	WC Boxing Club
33) Edmonton	Kamikaze Boxing Club
34) Fort McMurray	Fort McMurray Boxing Club
35) Fort Saskatchewan	K+ Boxing Club
36) Grande Prairie	Champion Gym
37) Grande Prairie	Beatty Boxing
38) Grande Prairie	Swan City Boxing Club
39) Hinton	Hinton Boxing Club
40) Lacombe	The Shadowbox

Endorsement



-
- | | |
|------------------|------------------------------|
| 41) Lac La Biche | Lac La Biche Boxing Club |
| 42) Leduc County | Glen Park Boxing Club |
| 43) Lethbridge | Lethbridge Boxing |
| 44) Lethbridge | Sik-Ooh-Kotoki Boxing Club |
| 45) Medicine Hat | Medicine Hat Boxing Club |
| 46) Okotoks | Built Strong Athletics |
| 47) Red Deer | Black Rock Boxing Club |
| 48) Red Deer | RDD |
| 49) Red Deer | Red Deer Boxing Club |
| 50) Slave Lake | Slave Lake Boxing Club |
| 51) Spruce Grove | The Boxing Club Spruce Grove |
| 52) Taber | Bam Bam Boxing |

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'Z' shape with a horizontal line extending to the right, positioned above a solid horizontal line.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #6

TOTAL LIQUOR AND MARIJUANA LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

PART I - COVERAGES, Coverage A., Liquor and Marijuana Liability Exclusion is deleted and replaced by the following:

This Policy does not apply to:

Total Liquor and Marijuana Liability

Bodily injury or **property damage** for which any Insured may be held liable by reason of:

- i. Causing or contributing to the intoxication of any person;
- ii. The furnishing of alcoholic beverages or marijuana to a person under the legal consumption age or under the influence of alcohol or marijuana; or
- iii. Violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages or marijuana.

This exclusion extends to claims against any Insured that allege negligence or other wrongdoing in:

- iv. The supervision, hiring, employment, training or monitoring of others by any Insured; or
- v. Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol or marijuana;

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in Paragraph i., ii. or iii. above.

Endorsement



All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused
this Endorsement to be signed by
an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'Z' shape, positioned above a horizontal line.

Endorsement



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ENDORSEMENT #7

INJURY TO PARTICIPANT COVERAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM

- A. For the purposes of coverage provided by this Endorsement, the following is added to PART IV - LIMITS OF INSURANCE:

Subject to Paragraph 2. of PART IV - LIMITS OF INSURANCE, A. LIMITS, The Injury to Participant Each Occurrence limit is the most We will pay under Coverage A for the sum of all **compensatory damages** because of all **bodily injury** to a **participant** sustained by any one person and in the aggregate. Such aggregate limit applies 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 of the policy to which this Endorsement is attached, unless the **policy period** is extended after the 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 aggregate limit.

- B. For the purposes of coverage provided by this Endorsement, the following is added to PART VI - DEFINITIONS:

Participant means any one person while practicing for, instructing, or participating in any event or competition sanctioned, sponsored, conducted or directed by the Insured.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. _____

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

Endorsement



Policy Number: CAS834571-01
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Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #8

WHO IS AN INSURED AMENDMENT - SPORTS CLUBS & ASSOCIATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

A. PART III - WHO IS AN INSURED, paragraph 2., sub-paragraph a. is deleted and replaced with the following:

2. Each of the following is also an Insured:

a. Your

- i. **Member clubs**, including their **employees** and **volunteer workers**, but only while preparing for, participating in, or conducting a **sanctioned event**; or
- ii. **Volunteer workers**, including coaches, instructors or referees, only while performing duties related to the conduct of Your business, or their duties assigned by you; or
- iii. **Member participants**, but only while participating in a **sanctioned event**; or
- iv. Your **employees**, other than either Your **executive officers** (if You are a **business entity** other than a partnership, limited liability partnership, limited liability company or joint venture) 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**, other than coaches, instructors or referees, are Insureds for:

v. **Bodily injury** or **personal and advertising injury**:

- (a) 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),

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to a **co-employee** while in the course of their 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;

- (b) To the spouse, child, parent or sibling of that **co-employee** or **volunteer worker** as a consequence of Paragraph iv. (a) above;
- (c) 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 Paragraphs iv. (a) or iv. (b);
- (d) Arising out of their providing or failing to provide professional health care services; or
- (e) 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.

vi. **Property damage** to property:

- (a) Owned, occupied, used by; or
- (b) 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**, members, coaches, instructors or referees, 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).

B. For the purposes of this Endorsement, the following is added to PART VI - DEFINITIONS:

Member club means a club who is an active member of the governing bodysports association listed in the Declarations, and whose name is on file with the governing bodysports association listed in the Declarations as being insured under this Policy.

Member participant means an individual who is an active member of the governing bodysports association listed in the Declarations, and whose name is on file with the governing bodysports association listed in the Declarations as being insured under this Policy.

Sanctioned events means practices, events, tournaments, matches, training and/or instruction conducted by an authorized event organizer that has received formal approval by You, or an **employee** authorized by You, to give such approval. Approval must either be by way of a written procedure manual or a specific agreement in writing.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, written over a horizontal line.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #9

ERRORS AND OMISSIONS LIABILITY WITH COVERAGE FOR DIRECTORS AND OFFICERS (OCCURRENCE, DEFENCE EXPENSES INCLUDED IN LIMIT)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM

A. PART I - COVERAGES is amended by adding the following:

COVERAGE - ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of a **wrongful act** to which this Endorsement applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under PART II - SUPPLEMENTARY PAYMENTS.
- b. This Endorsement applies to **wrongful acts** only if:
 - i. The **wrongful act** is committed by a negligent act, omission, neglect or breach of duty arising out of Your business;
 - ii. The **wrongful act** is committed in the **coverage territory**; and
 - iii. The **wrongful act** is committed during the **policy period**.
- c. A **wrongful act** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured or any **employee** authorized by any Insured to give or receive notice of a **wrongful act** or claim, includes any continuation of that **wrongful act** after the end of the **policy period**.
- d. All claims arising out of the same **wrongful act** or any combination of **interrelated wrongful acts** shall be considered a single **wrongful act**, and will be deemed to have been known to have occurred at the earliest time when any Insured or any **employee** authorized by any Insured to give or receive notice of **wrongful act** or claim:

- i. Reports all, or any part, of the **wrongful act** to Us or any other insurer;
 - ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **wrongful act**; or
 - iii. Becomes aware by any means that the **wrongful act** has occurred or has begun to occur.
- e. We will have the right and duty to defend any claim or **suit** seeking those **compensatory damages**, however:
- i. We will have no duty to defend the Insured against any claim or **suit** seeking damages for **wrongful acts** to which this Endorsement does not apply;
 - ii. The amount We will pay for **compensatory damages** and **defence expenses** is limited as described in PART IV - LIMITS OF INSURANCE;
 - iii. We may investigate and settle any claim or **suit** at Our discretion; and
 - iv. Our right and duty to defend ends when We have incurred the limits of insurance available under this Endorsement in the payment of judgments, settlements or **defence expenses**.

2. Exclusions

This insurance does not apply to:

a. Bodily Injury, Property Damage And Personal And Advertising Liability

Any liability arising out of **bodily injury, property damage, or personal and advertising liability**.

b. Damages Other Than Money

- i. Any claim or **suit** seeking relief, or redress, in any form other than money damages;
- ii. Fees or expenses relating to any claim, demand or **suit** seeking relief or redress, in any form other than money damages.

c. Failure To Maintain Insurance

Any liability arising out of the Insured's part to effect and maintain insurance.

d. Fraud Or Dishonesty

Any liability that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from any dishonest, fraudulent, criminal or malicious act or omission of the Insured, or any person at any time employed by the Insured.

e. Gaining In Fact Or Personal Profit

Any liability that in any way, in whole or in part, directly or indirectly, arises out of, relates to or

Endorsement



results from any Insured gaining in fact or personal profit or advantage to which the Insured is not legally entitled.

f. Insured Versus Insured

Any claim for **compensatory damages**, loss, cost, or expense brought or maintained by or on behalf of any Insured against any other Insured.

- B. For the purposes of the coverage provided by this Endorsement, PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D shall apply to COVERAGE - ERRORS AND OMISSIONS LIABILITY, and shall also apply to **wrongful acts**.
- C. For the purposes of the coverage provided by this Endorsement, PART II - SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D is deleted and replaced by the following:

PART II - SUPPLEMENTARY PAYMENTS

We will pay **defence expenses** with respect to any claim We investigate or settle or any suit against an Insured We defend. Unless prevented by law, these payments will reduce the Limits of Insurance.

- D. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE is deleted and replaced by the following:

A. LIMITS

1. The Limits of Insurance stated in the Declarations and the rules below fix the most We will pay regardless of the number of:
 - a. Insureds;
 - b. **Wrongful acts, occurrences**, claims made or **suits** brought;
 - c. Persons or **business entities** making claims or bringing **suits**;
2. The Errors And Omissions Aggregate Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** and **defence expenses** covered by this Endorsement because of **wrongful acts** to which this insurance applies. Such aggregate limit applies 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 of the policy to which this Endorsement is attached, unless the **policy period** is extended after the 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 Aggregate Limit.
3. Subject to paragraph 2. above, the Errors And Omissions Each Occurrence Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** and **defence expenses** covered by this Endorsement because of **wrongful acts** to which this insurance applies.

B. DEDUCTIBLE ON CLAIMS

1. Our obligation to pay **compensatory damages** on Your behalf applies only to the amount of **compensatory damages** and **defence expenses** in excess of any deductible amounts stated in

the Policy Declarations, as applicable to such coverages, and the Limits of Insurance applicable to each claim or **suit** as shown in the policy Declarations will be reduced by the amount of such deductible. The aggregate limit for such coverages shall not be reduced by the application of such deductibles.

2. The deductible amount applies as the result of any one **wrongful act**, regardless of the number of persons or **business entities** which sustain damages because of that **wrongful act**.
3. The terms of this Policy, including those with respect to:
 - a. Our right and duty to defend any claim or **suit** seeking those **compensatory damages** and **defence expenses**; and
 - b. Your duties in the event of an **wrongful act**,apply irrespective of the application of the deductible amount.
4. 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 Us.

E. For the purposes of the coverage provided by this Endorsement, Conditions 9. and 14. of PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS are deleted and replaced by the following:

9. Duties In The Event Of A Wrongful Act, Claim Or Suit

- a. You must see to it that We are notified as soon as practicable of a **wrongful act** which may result in a claim or **suit**. Notice should include:
 - i. How, when and where the **wrongful act** took place; and
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the **wrongful act**.
- b. If a claim is made or **suit** is brought against any Insured, You must:
 - i. Immediately record the specifics of the claim or **suit** and the date received; and
 - ii. Notify Us in writing as soon as practicable of the claim or **suit**.
- c. You and any other involved Insured must:
 - i. Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - ii. Authorize Us to obtain records and other information;
 - iii. Cooperate with Us in the investigation, settlement or defence of the claim or **suit**; and
 - iv. Assist us, upon Our request, in the enforcement of any right against any person or

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business entity which may be liable to the Insured because of an **wrongful act** to which this Endorsement may also apply.

- d. No Insured will make any admission of liability, without Our consent;
- e. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense without Our consent.

14. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss We cover under this Endorsement, Our obligations are limited as follows:

a. Primary Insurance

This Policy is primary except when Paragraph b. below applies. If this Policy is primary, Our obligations are not affected unless any of the other insurance is also primary. Then, We will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

This Policy is excess over any other insurance, whether primary, excess, contingent or on any other basis that is insurance purchased by You to cover Your liability with respect to Errors and Omissions or similar coverage.

When this Policy is excess, We will have no duty to defend any claim or **suit** that any other insurer has a duty to defend. If no other insurer defends, We will have the right to defend but not the obligation to do so. If We elect to defend, We will be entitled to all the Insured's rights against all those other insurers. When this Policy is excess over other insurance, We will pay only Our share of the amount of the loss, if any, that exceeds the sum of:

- i. The total amount that all such other insurance would pay for the loss in the absence of this Policy; and
- ii. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in the Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance stated in the Declarations of this Policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, We will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, We will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

F. For the purposes of coverage provided by this Endorsement, the following are added to PART VI -

Endorsement



DEFINITIONS:

Defence expenses means those reasonable and necessary expenses that result from the investigation, settlement and defence of a specific claim or **suit**, including:

- a. All expenses We incur;
- b. The expense of legal, administrative or alternative dispute resolution proceedings;
- c. The cost of bonds to release attachments or as may be required by Court order, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
- d. All reasonable expenses incurred by the Insured at Our request to assist Us in the investigation or defence of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work; and
- e. All court costs taxed against the Insured in the **suit**;
- f. Prejudgment interest awarded against the Insured on that part of the judgment We pay. If We make an offer to pay the applicable limit of insurance, We will not pay any prejudgment interest based on that period of time after the offer;
- g. All interest on the full amount of any judgment that accrues after entry of the judgment 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.

Interrelated wrongful acts means all causally connected **wrongful acts** arising out of the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for any claim or **suit**.

Wrongful act means:

- a. Any actual or alleged negligent error, misstatement, or misleading statement by an Insured;
- b. Any actual or alleged negligent act, omission, neglect or breach of duty by an Insured. A **wrongful act** does not include any activity of an insured who is a member of a licensed or certified profession where such activity is related to the practice of such profession, whether on a voluntary basis or otherwise. A wrongful act includes **interrelated wrongful acts**.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. _____

A handwritten signature in black ink, consisting of a stylized 'S' shape with a loop at the end, written over a horizontal line.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #10

NEURODEGENERATIVE INJURY EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

- A. The following exclusion is added to PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D.

This Policy does not apply to:

Neurodegenerative Injury

- a. Any liability that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from actual or alleged **neurodegenerative injury** to any **participant**; or
- b. Any and all medical or neurological testing, treating or monitoring costs, damages or expenses, including but not limited to, medical monitoring, nursing home services, home care services and rehabilitation services, that is based upon, arising out of or in any way involving any actual or alleged injury excluded in paragraph a. above.

- B. For the purposes of this Endorsement, the following is added to PART VI - DEFINITIONS:

Neurodegenerative injury means any brain injury, neurological injury, disease, condition, syndrome or dysfunction, that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from the brain, including but not limited to, Alzheimer's disease, amyotrophic lateral sclerosis (ALS), chronic traumatic encephalopathy (CTE), Parkinson's disease, concussion, repetitive brain trauma, single or repetitive concussive or sub-concussive injury or trauma, post-concussion syndrome or similar cognitive impairment conditions, mild traumatic brain injury, cognitive injury or disorders, dementia, memory loss, impulse control problems, suicide, depression, anxiety disorders, mood disorders, sleep disorders, psychiatric disorders, neuroendocrine disorders, epilepsy, stroke, vertigo, dizziness, hyperacusis, musculoskeletal dysfunction, spasticity, emotional or behavioural difficulties or headaches.

Participant means any one person while practicing for, instructing, or participating in any event or competition sanctioned, sponsored, conducted or directed by the Insured.

Endorsement



All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused
this Endorsement to be signed by
an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'Z' shape, positioned above a horizontal line.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #11

S.P.F. NO. 6 - STANDARD NON-OWNED AUTOMOBILE LIABILITY POLICY

SCHEDULE:

Coverages

Inclusive Limits: Bodily Injury Liability
and
Property Damage Liability combined

Limits of Liability as shown in the Declarations.

This Coverage Rider is evidence of a contract of Insurance between the Insured and the Insurer, subject in all respects to the Standard Non-Owned Automobile Policy (S.P.F. No. 6 or Q.P.F. No. 6) approved by the Superintendent of Insurance for the province stated in the Declarations. Upon request, the Insurer will provide to the Insured a copy of the said standard policy form.

INSURING AGREEMENT:

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

THIRD PARTY LIABILITY

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

BODILY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:

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

1. for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
2. for any liability imposed upon any person insured by this policy:
 - a. by any workmen's compensation law; or

Endorsement



- b. by any law for bodily injury to or the death of the Insured or any partner or employee of the Insured while engaged in the business of the Insured; or
3. for any liability assumed by any person insured by this policy voluntarily under any contract or agreement unless such contract or agreement is in writing; or
4. for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Policy or to any property owned or rented by, or in the care, custody or control of any such person; or
5. any amount in excess of the limit stated in the Liability Declarations and expenditures provided for in the Additional Agreement of this Policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to nuclear energy hazard.

ADDITIONAL AGREEMENTS OF INSURER

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

1. upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
2. to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
3. to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
4. in case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
5. be liable up to the minimum limit(s) prescribed for that Province or Territory of Canada in which the accident occurred, if that limit(s) is higher than the limit as stated in the Liability Declarations; and
6. not set up any defence to a claim that might not be set up if the policy were a Motor Vehicle Liability Policy issued in the Province or Territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

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

1. by the acceptance of this Policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any Province or Territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
2. shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.

GENERAL PROVISIONS AND DEFINITIONS

1. **ADDITIONAL INSURED:** The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof personally drives
 - a. in the business of the Insured stated in the Declarations, any automobile not owned in whole or part by or licensed in the names of
 - i. the Insured, or
 - ii. such additional Insured person, or
 - iii. any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or
 - b. any automobile hired or leased in the name of the Insured except an automobile owned in whole or part or licensed in the name of such additional insured person.
2. **TERRITORY:** This Policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.
3. **HIRED AUTOMOBILES DEFINED:** The term **hired automobiles** as used in this Policy means automobiles hired or leased from others with or without drivers used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.
4. **AUTOMOBILES OPERATED UNDER CONTRACT DEFINED:** the term **automobiles operated under contract** as used in this Policy shall mean automobiles operated in the business of the Insured stated in 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 part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.
5. **TWO OR MORE AUTOMOBILES:** When two or more automobiles are insured hereunder the terms of this Policy shall apply separately to each but a motor vehicle and trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.
6. **PREMIUM ADJUSTMENT:** the advance Premium stated in Item 5 of the application is computed on the estimated total cost of hire for the Policy Period. The words cost of hire as used herein mean the entire amount incurred for **hired automobiles** and drivers when such automobiles are hired with drivers or the amount incurred for **hired automobiles** and the wages paid to drivers when such drivers are employees of the Insured.

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

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay

additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

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

STATUTORY CONDITIONS

The insurance under this section is subject to the Statutory Conditions of the Standard Non-Owned Automobile Policy approved by the Superintendent of Insurance for the Province in which this Policy is issued.

STANDARD NON-OWNED AUTOMOBILE STATUTORY CONDITIONS

In these Statutory conditions, unless the context otherwise requires the word Insured means a person insured by this contract whether named or not.

MATERIAL CHANGE IN RISK

1. (1) The Insured named in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.
- (2) Without restricting the generality of the foregoing, the words change in the risk material to the contract include:
 - a. any change in the insurable interest of the Insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the BANKRUPTCY ACT (Canada); and in respect of insurance against loss of or damage to the automobile;
 - b. any mortgage, lien or encumbrance affecting the automobile after the application for this contract;
 - c. any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

PROHIBITED USE BY INSURED

2. (1) The Insured shall not drive or operate the automobile
 - a. unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or
 - b. while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
 - c. while he is under the age of sixteen years or under such other age as is prescribed by law of the Province in which he resides at the time this contract is made as being the minimum age at

which a licence or permit to drive an automobile may be issued to him; or

- d. for any illicit or prohibited trade or transportation; or
- e. in any race or speed test;
- f. while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile.

PROHIBITED USE BY OTHERS

(2) The Insured shall not permit, suffer, allow or connive at the use of the automobile,

- a. by any person,
 - i. unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
 - ii. while that person is under the age of sixteen years or under such other age as is prescribed by the law of the Province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
- b. by any person who is a member of the household of the insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
- c. any illicit or prohibited trade or transportation; or
- d. in any race or speed test; or
- e. by any person while that person is under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile.

REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY

3. (1) The Insured shall,

- a. promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;
- b. verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and
- c. forward immediately to the Insurer every letter, document, advice or writ received by him from or on behalf of the claimant.

- (2) The Insured shall not,
 - a. voluntarily assume any liability or settle any claim except at his own cost; or
 - b. interfere in any negotiations for settlement or in any legal proceeding.
- (3) The Insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE

4. (1) Where loss of or damage to the automobile occurs, the Insured shall, if the loss or damage is covered by this contract,
 - a. promptly give notice in writing to the Insurer with the fullest information obtainable at the time; and
 - b. at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and
 - c. deliver to the Insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the damage, the interest of the Insured and all others therein, the encumbrances thereon, all other insurance, whether valid or not covering the automobile and that the loss or damage did not occur through any willful act or neglect, procurement, means or connivance of the Insured.
- (2) Any further loss or damage to the automobile directly or indirectly from a failure to protect it as required under subcondition (1) of this condition is not recoverable under this contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,
 - a. without the written consent of the Insurer; or
 - b. until the Insurer has had a reasonable time to make the examination for which provision is made in statutory condition 5.

EXAMINATION OF INSURED

- (4) The Insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.

INSURER LIABLE FOR CASH VALUE OF AUTOMOBILE

- (5) The Insurer shall not be liable for more than 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 according to that

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actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out-of-stock, the liability of the Insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

REPAIR OR REPLACEMENT

- (6) Except where an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of the like or kind and quality if within seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.

NO ABANDONMENT: SALVAGE

- (7) There shall be no abandonment of the automobile to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the Insurer.

IN CASE OF DISAGREEMENT

- (8) In the event of the disagreement as to the nature and extent of the repairs and replacement required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by appraisal as provided under THE INSURANCE ACT before there can be recovery under this contract, whether the right to recover under this contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

INSPECTION OF AUTOMOBILE

5. The Insured shall permit the Insurer at all reasonable times to inspect the automobile and its equipment.

TIME AND MANNER OF PAYMENT OF INSURANCE MONEY

6. (1) The Insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under sub-condition 8 of statutory condition 4, within fifteen days after the award is rendered by the appraisers.

WHERE ACTION MAY BE BROUGHT

- (2) The Insured shall not bring action to recover the amount of a claim under this contract unless the requirements of statutory conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the Insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

LIMITATION OF ACTIONS

- (3) Every action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one

Endorsement



year next after the cause of action arose and not afterwards.

WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

7. Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this contract in case of absence or inability of the Insured to give the notice or make proof, such absence or inability being satisfactorily accounted for or, in the like case or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

TERMINATION

8. (1) This contract may be terminated,
 - a. by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days written notice of termination personally delivered;
 - b. by the Insured at any time on request.
- (2) Where this contract is terminated by the Insurer,
 - a. the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be less than any minimum retained premium specified; and
 - b. the refund shall accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (a) of subsection 1 of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

NOTICE

9. Any written notice to the Insurer may be delivered at, or sent by registered mail to the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in this contract by letter personally delivered to him at his latest post office address as notified to the Insurer. In this condition, the expression registered means registered in or outside Canada.

DECLARATIONS

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents

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relating to this insurance.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused
this Endorsement to be signed by
an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'Z' shape, positioned above a horizontal line.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #12

S.E.F. NO. 94 -LEGAL LIABILITY FOR DAMAGE TO NON OWNED AUTOMOBILES (for attachment only to a Non-Owned Policy S.P.F. No. 6)

THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

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

SECTION B - LEGAL LIABILITY FOR DAMAGE TO NON OWNED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of **any automobile, not owned in whole or in part by or licensed in the name of the Insured** and resulting from loss or damage thereto, caused solely by:

Subsection 1 - ALL PERILS - from all perils;

Subsection 2 - COLLISION OR UPSET - caused by collision with **another object** or by upset;

Subsections 3 - COMPREHENSIVE - from any peril other than by collision with **another object** or by upset;

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

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

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

DEDUCTIBLE CLAUSE

Endorsement



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

TWO OR MORE AUTOMOBILES

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

EXCLUSIONS

The Insurer shall not be liable:

1. for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
2. under any subsection hereof for loss or damage
 - a. to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
 - b. to any automobile while being used without the consent of the owner thereof; or
 - c. caused directly or indirectly by contamination by radioactive material; or
 - d. to radios designed both for transmitting and receiving or their equipment; or
 - e. to contents of trailers or to rugs or robes; or
 - f. to tapes and equipment for use with a tape recorder when detached therefrom; or
 - g. caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - h. for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or
3. under subsections 3 (Comprehensive) 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

ADDITIONAL AGREEMENT

Endorsement



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

Subsection	Perils	Limits and Deductible
1.	All Perils	Limits: <i>\$50,000</i> (exclusive of interests and costs) any one accident Deductible: The amount stated in the Declarations of this Policy

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'Z' shape, written over a horizontal line.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #13

S.E.F. NO. 96 - CONTRACTUAL LIABILITY ENDORSEMENT (for attachment only to a Non-Owned Policy S.P.F. No. 6)

It is agreed that exclusion (3) of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

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

All written contracts entered into by the Insured.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line, positioned above a solid horizontal line.

Endorsement



Policy Number: CAS834571-01
Insured: Alberta Amateur Boxing Association
Effective Date: September 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #14

S.E.F NO. 99 - EXCLUDING LONG TERM LEASED VEHICLE (for attachment only to a Non-Owned Policy S.P.F. NO 6)

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

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

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line, positioned above a solid horizontal line.