

# SPORTSHOCKEY

## CHLPA or not, junior hockey needs to stop screwing its players, ban midseason trades

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 This is Exhibit AAAA referred to in the  
 affidavit of Brendan O'Grady  
 sworn before me, this 15<sup>th</sup>  
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Linesmen stop a fight between the Windsor Spitfires Richard Greenop and the Niagara IceDogs Andrew Shan after shaw lost his helmet during OHL action at the WFCU Centre in Windsor on Saturday, February 7, 2009.

PHOTO: YLER BROWNBRIDGE / THE WINDSOR STAR

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Rob Granatstein

Published: August 22, 2012, 12:16 pm

Updated: 4 years ago

A A A

One issue that hasn't popped up to the forefront in all the talk swirling about Canada's junior hockey players having a union is about trades in the CHL.

Yes, there is a ton of talk about how little the players get paid – \$50 a week – and how much the owners are making. There's discussion over the amount of time a player has to use the education fund the CHL provides, with owners like the Saskatoon Blades' Jack Brodsky saying the players are treated quite fairly when it comes to education.

But I think there's an even more fundamental problem in the CHL – trades. Why do we allow our kids to be traded from one city to another in the middle of a school year? Sure, it's all about winning, that's competitive sports, and I get that. And injuries happen and teams need to be able to pull more than an injured forward out of the press box and into the net in an emergency.

In the bigger picture, though, why are we letting kids get pulled out of high school and thrown to a different city, often right in the middle of a school year? Sure, the stars that get traded as teams push toward a Memorial Cup bid – like John Tavares – will go on to get paid and have an NHL career. But those players are the exception. Most of the players in the trades just end up bouncing into another school and are told to go to it.

Just last year, 29 trades were made in the week leading up to the Jan. 10 trade deadline.

While the CHL has solid high school graduation rates, what the league is doing is not good for the players and doesn't have their best interests in mind at all.

Yahoo's Buzzing the Net notes:

**CHLPA claim:** *"Then there is the issue of mid season trades when the 16 and 17 year old player is uprooted from his school, sometimes during exams and traded to another city, and forced to change to another school, yet again. The players education is once again compromised and at what cost?"*

**Overlooked:** *Sixteen-year-old players, by and large, are not traded during the season. The only 16-year-olds who can be traded in the OHL are first-round picks. A first-rounder may only be dealt before Sept. 15 if he doesn't report to training camp or between Jan. 1 to 10. That second window is often much smaller because players cannot be traded while they are in international tournaments; most first-rounders are playing in the World Under-17 Challenge during the first few days of January. When a 17-year-old player is traded, more often than not it's to a rebuilding team where there's more ice time available*

OK, so the 17-year-old is fine to be tossed overboard? And how many of those OHL first-round picks do actually make the NHL?

"There are about 1,500 players in the CHL," Clarke told Scott Stinson of the National Post, and everyone else who has asked. "Of those, the numbers show that 2% of them go on to have pro careers. So this isn't about benefitting the kid who was drafted [by the NHL] and making sure he gets money. This is about putting something better in place for all the players," including those at the end of the bench.

Players are CHL-eligible from the ages of 16 to 20, and at the end of their junior careers they have about 18 months during which they can tap into an education fund that would help pay for school. If they choose to become professionals, whether in the NHL or in minor leagues in North America or overseas, their access to that fund is cut off. The CHLPA organizers say that is unfair to the players, and they should have unlimited time to pursue pro careers without giving up a college fund. Clarke told Stinson such funds should also be available for trade schools or to help a former player set up his own business.

There are many issues at play, as always in junior hockey. Jamie Stein has argued we don't need import players in the CHL, that we should be developing Canadian talent.

CHL commissioner David Branch and Hockey Canada boss Bob Nicholson have talked about banning fighting in junior hockey.

Also worthwhile discussions.

With or without a CHLPA, there are issues the hockey leaders in this country need to get straightened out. If only 2% of players go on to have pro careers, we can't screw the other 98%. It's not right and Canadians should be embarrassed.



**Georges Laraque** GeorgesLaraque

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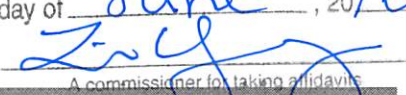
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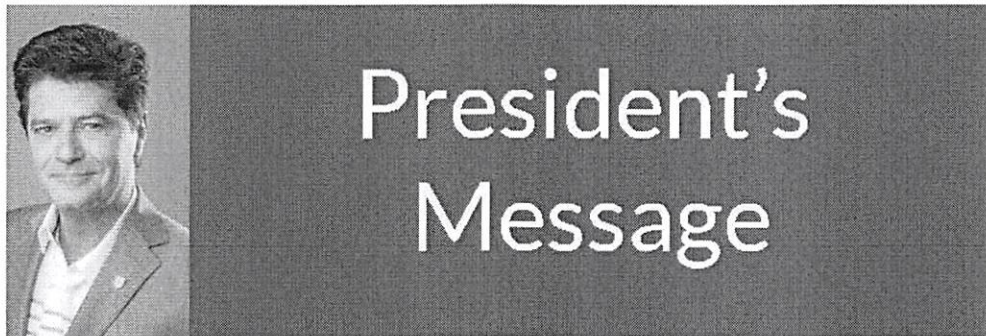
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## Time to pay 'amateur' Jr hockey players



Jan 26, 2015

Appeared originally on January 12, 2015 in the Waterloo Region Record

By [Jerry Dias](#)

There's nothing that brings our country together like a game of hockey.

Whether it's the Olympics, a team in the Stanley Cup finals or the World Juniors, millions of Canadians are vicariously living out the excitement through our cherished players.

Cheers from the thrilling win last week by the Canadian Junior team could be heard in communities large and small across the nation. We feel such pride in our teams and so we should.

Hockey in Canada is a big money maker. Hockey Canada, with its quasi-governmental sounding name, is actually a private corporation, cashing in on the volunteer labour of young players. The World Juniors tournament, held on Canadian soil, must have grossed millions upon millions of dollars – ticket sales, merchandise, food and beverages and more. The money-making potential is limitless, with nothing going back into the pockets of the players or their families who supported them in their efforts.

Across the province, the same is true for the teams of the Ontario Hockey League. Each one is a privately owned corporation. Only the Kitchener Rangers, which is publicly owned, reports its income. Back in November, in Quebec, the junior team the Quebec Remparts was recently sold for somewhere between \$20 million and \$25 million. Multimedia conglomerate Quebecor scooped up the team, presumably with the plan to make a hefty profit.

And when the London Knights sell out every home game and players are giving their all for fans, it is the team owners who benefit most. The players receive nothing of the wealth they create.

Among sports leagues, this kind of cash hoarding is an anomaly. In every successful sports league, there is a redistribution of wealth, so that it can exist and flourish. It's understood that certain teams will make more money than others. Without the redistribution, teams can't pay the salaries of players, keep the lights on or build teams that have any chance of winning.

The Ontario Hockey League and similar leagues across the country create a great benefit for the communities where teams exist. They create role models for even young players and often show the best of the game. But these leagues

should also be subject to scrutiny.

The Quebec Remparts example demonstrates that teams are creating considerable wealth, and players — for all of their training, commitment, energy and even injury — are seeing none of it. Many of the young men on Team Canada's Juniors will be or already have been drafted into the NHL. For them, it could be a case of a deferred payment. But these players are the small minority of the larger pool of teenagers regularly giving their all and not making into the big league.

It's time government cast their eye and regulations to the junior hockey leagues and see that players are compensated for their efforts and that money is set aside for their schooling, once their amateur hockey careers come to an end. In any other sector, they would be considered employees. League players show up each day at a designated time, to practice, to games, follow the coach's orders. They are expected to treat team membership as the first priority, above their studies and other commitments. They skate, practice and shoot their hearts out.

Across the border, a U.S. federal judge recently struck down a ban on the National Collegiate Athletic Association paying players. While the judge didn't suggest the large salaries of the pro basketball players, she did propose "a limited share of the revenues generated from the use of their names, images, and likenesses." The collegiate athletic association is big money for colleges, particularly the lucrative television rights fees, which can account for \$20 million alone for some school's massive athletic departments. This judge recognized that the amateur players who are creating the wealth deserve some share of it. Canada is a much smaller market, but the principle is the same.

The OHL and other provincial leagues must live up to their reputation of being positive training grounds for young players — not the sporting sweatshops they've become.

If owners don't want to be a good sport and do so voluntarily, for the benefit of the league and the players, perhaps it's time the government stand up for players and their families.

*Jerry Dias is the national president of Unifor, representing 305,000 workers right across the country in every economic sector.*

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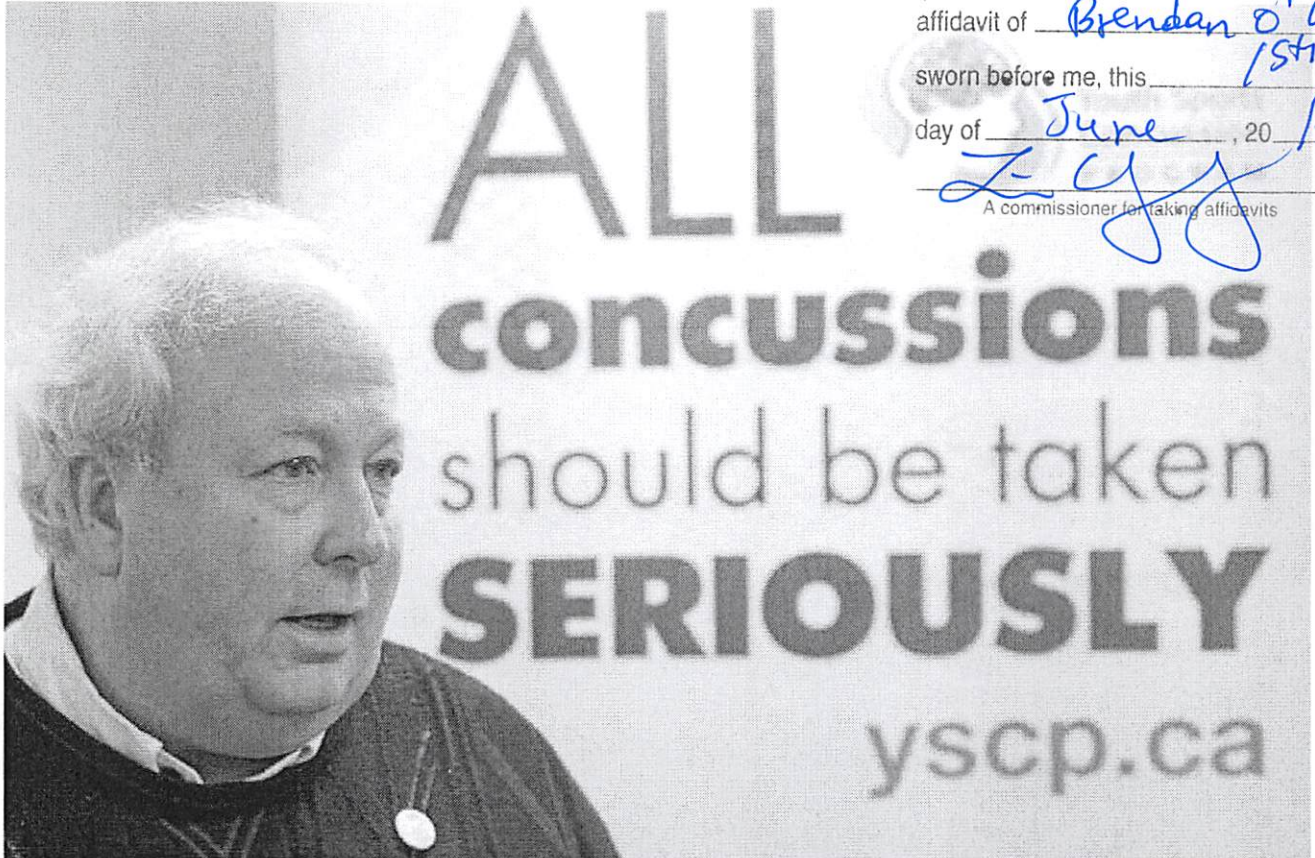
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## SPORTS LOCAL HOCKEY

### Peterborough Petes' Bob Neville new chairman, president of OHL board of governors

Friday, August 16, 2013 11:27:11 EDT PM



Peterborough Petes executive member Dr. Bob Neville is the new chairman and president of the OHL board of governors. Clifford Skarstedt/Peterborough Examiner/QMI Agency file photo

Peterborough Petes executive Dr. Bob Neville is the new chairman and president of the OHL board of governors.

Neville, 57, was appointed to the post for two years at the league's board of governors meetings in Niagara-on-the-Lake. He's served as the Petes governor since 2000 and as a member of the league's executive council for the past eight years serving most recently as vice-president. It's the first time a Petes executive has held the position.

"I'm pretty excited about the fact Peterborough, for the first time, has had a chair that represents the Petes," Neville said.

"It's good for our organization and fans to have that level of representation. Back when two or three of the other board members put my name forward for the executive council I was somewhat surprised but there was a desire back then to have someone who could represent some of the teams which weren't necessarily from the biggest markets."

As chairman, Neville said he chairs all meetings of the executive council and full board of governors. He also works closely with commissioner David Branch and sits on the CHL board as OHL rep.

He says the executive council has spearheaded projects in recent years to improve and standardize player scholarship packages; improve safety with concussion awareness initiatives and rules to decrease checking to the head and fighting; introduced drug education and testing programs and worked to crack down on violators of recruiting rules.

Neville believes the OHL is the strongest it's been in its history but adds the governors are always looking to improve the product and play environment.

"The league will announce in the next month some more initiatives that have been passed to enhance player environment," he said.

"We have to continue to move player environment forward but I think you'll also see things which enhance fan experience. As technology advances I'm sure we'll see fan access to more and more things and the overall entertainment package improve."

Neville believes the OHL and CHL are run almost as proficiently as major professional leagues. He says it's partly because of the work of governors but also of Branch.

"Dave is a forward thinking, leading edge kind of guy," Neville said. "I'm very proud to have worked with all the people I've had the opportunity to work with."

"It's been an amazing eight years. The quality of the things which have come out of these meetings, especially with Dave's leadership, have been far beyond anything I could have anticipated."

Neville joined the Petes as team doctor in 1987 and moved onto the board of directors in 1995 serving two terms as president. He said it was rewarding enough just getting to work with the club and quality individuals like Dick Todd and Jeff Twohey in his early days, let alone the long association it's turned into with the Petes and OHL boards.

"I still pinch myself a little bit," Neville said.

mike.davies@sunmedia.ca

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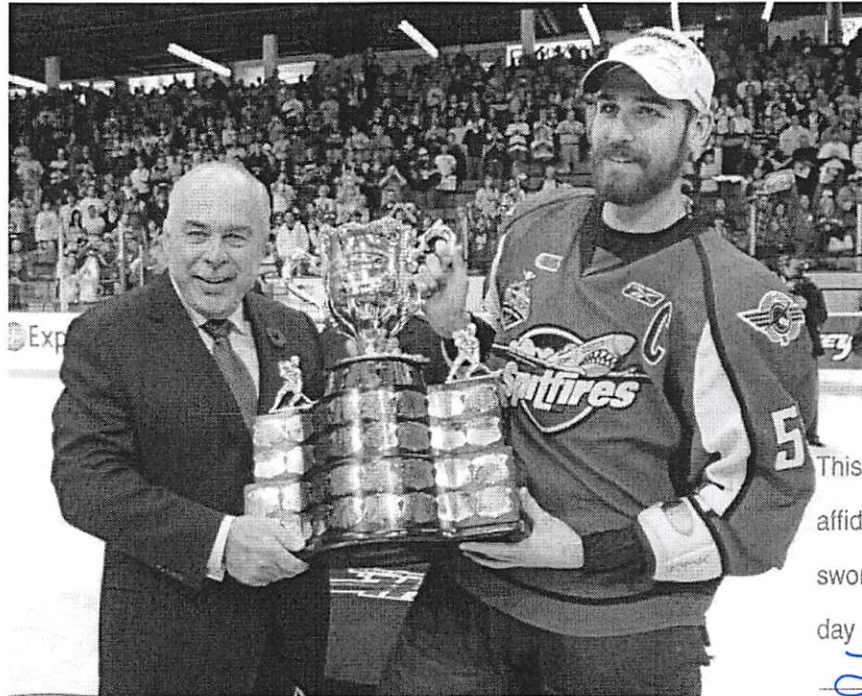
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# OHL ups the ante, makes significant changes to player benefit packages



By Sunaya Sapurji  
20 February, 2014 5:32 PM  
Yahoo Sports



OHL commissioner David Branch awards the Memorial Cup to the Windsor Spitfires in 2012.

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There are new contracts being sent out and signed that will usher in some big, new changes to the Ontario Hockey League.

Yahoo Canada has learned that the two most significant amendments to its current program for players focuses on the OHL's education packages and a new monthly reimbursement plan – covering a number of items like gas, clothing and other incidentals like food – for up to \$470. OHL commissioner David Branch, said the initiatives were ratified by the league's board of governors in August and are now being implemented.

"We are constantly, regularly, always challenging how we can improve things for our players on and off the ice," Branch told Yahoo Canada on Thursday. "We recognize that they are the most important people in the game."

According to Branch, under the new expanded benefits package, players will now have extra time for using the money they receive for post-secondary education. Previously the league had given players 18 months from their last game played to use their school packages. That funding disappeared, however, if the player

signed a contract with a National Hockey League or American Hockey League team.

The amended package now gives a player 18 months from the end of his overage year – the year a player competes as a 20-year-old – regardless of when he leaves the league, to use the education funds. So, if a player left the OHL at 19, he'd have 30 months to receive funding to assist with post-secondary education. In addition, if the player now signs an AHL deal, his package remains valid.

“One thing the league has done is say, ‘the only way your scholarship can be negated is if you should sign and play in the National Hockey League,’ ” said Branch. “So hopefully that has reduced some of the issues and concerns players have in following their dreams to pursue a professional hockey career.”

Soo Greyhounds general manager Kyle Dubas, a former player agent, believes the extra time is a bonus for both players and their families when it comes time to make the tough decision to play pro or get schooling paid for by the league.

“I know as an agent that was the key concern for many players and their parents,” said Dubas. “They were concerned about the amount of timing that gives you and the urgency... I don't think there's that rush anymore and I think the most important thing to me as a former agent is the fact that you can take a year and sign in the AHL or go to Europe for a year and still know that you have your education package for the next season.

“It's a massive step for the league and a major benefit for the players.”

Also gone is the paltry player stipend, now replaced by a reimbursement plan for \$470 a month which can be used to cover a wide variety of things – from movie nights to cell phone bills. It'll be similar to players doing expenses with the help of their team.

As an added benefit, teams will also give each player maximum allowance of \$1,000 to put towards their summer training – both on and off the ice. It's another move for the betterment of the players and one that helps relieve some of the financial burdens on parents. I

It's good news and it's about time.

In August 2012, an anonymous group calling itself the CHLPA tried to rally players across the Canadian Hockey League to form a union. The exercise didn't last long, as the self-proclaimed association never got any traction with players, mainly due to the uncertainty of who was actually in charge and confusing behaviour. Despite the unmitigated disaster that was the CHLPA, there were still important discussions and attention brought to the issue of player benefits.

When asked how much of this was done in response to the publicity garnered by the failed attempt at unionization, Branch's answer was direct: “None. None whatsoever.”

The OHL has also been engaged in a longstanding cold war with the NCAA over the best junior aged talent available. Many of the changes adopted by the OHL – and across the CHL – have helped give them the

edge in the recruiting battle and these new changes will certainly be enticing to prospective players, their parents and agents.

“There will be some that will take credit for this,” said Branch. “So I don’t want to take what we’ve done here out of context.

“The key point of what’s made our league the best league in the world for junior-aged players to grow and develop – as players and as young people – is that we have constantly tried to improve.”

*Sunaya Sapurji is the Junior Hockey Editor at Yahoo! Sports.*

*Email: [sunaya@yahoo-inc.com](mailto:sunaya@yahoo-inc.com) | Twitter @Sunayas*

# Major junior hockey union new mission for player turned activist

Former Canadian Hockey League player Nicholas Pard recruited by Unifor to push for higher pay and better educational funding for league's 1,300 young players.



This is Exhibit 6555 referred to in the affidavit of Brendan O'Grady sworn before me, this 15<sup>th</sup> day of June, 2016  
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Montreal's Nicholas Pard, recruited by Unifor in a drive to unionize the Canadian Hockey League's players, said he feels "like it's my duty" to protect player rights.

By ROBERT CRIBB Foreign, Investigations, and RICK WESTHEAD Staff Reporter  
Tues., July 8, 2014

Nicholas Pard, an aspiring 24-year-old hockey player, has taken on a new job title: union organizer.

The Montreal-raised right-winger, who played three seasons in the Quebec major junior league with the Saint John Sea Dogs until 2011 and now plays professionally in France, has become a part-time recruiter in a drive to unionize the Canadian Hockey League's (CHL) 1,300 mostly teenage players.

"My goal is to create awareness for these kids so positive changes will take place in junior hockey," says the son of an accountant. "When you're younger you don't think about these things. But now, looking back, I feel like it's my duty to protect players' rights in the CHL."

The Star first reported Monday that Unifor, Canada's largest private-sector union, has launched a renewed effort to unionize the CHL's 60 teams under the leadership of Glenn Gumbley, who led a similar union drive two years ago that failed amid allegations of misrepresentation and secrecy.

### Related:

Sportsnet, CHL sign 12-year broadcast extension

Junior hockey: CHLPA strikes out but issues remain

Unifor president Jerry Dias initially denied any involvement with Gumbley — who appeared Monday in a Montreal court on a charge of fraud over

\$5,000 — but later recanted after presented with Unifor emails and invoices obtained by the Star bearing Gumbley's name.

Pard says his involvement with Unifor's union drive began in a meeting with Gumbley who recruited him to be a "bridge between the players and the union."

Pard's unionization mission stems from personal experience.

He says he was paid \$35 a week as a 16-year-old rookie working more than 40 hours a week practising, travelling and playing for the Sea Dogs. And despite three seasons in the league, he'll never see the education scholarship he earned because he chose to continue playing hockey overseas in France when his playing days in the CHL concluded.

Pard is currently a forward on the Rapaces de Gap in France's Magnus league.

Under the conditions of the CHL scholarship, players must claim their funding within 18 months of the end of their careers in the league. That deadline has expired for Pard, along with funding that would have covered three years of university education.

"When you think about it, it's crazy," he says. "I enjoyed my hockey development in the CHL but from the payment point of view, it felt unfair that players have to give up their educational funding because they choose to play hockey and pursue their dream."

David Branch, the CHL's commissioner, says the league provides its players "with the best in terms of supporting their needs" including \$5 million spent on tuition last year for former major junior players.

Like many of his colleagues, Pard says the fine print on player contracts and league educational scholarship policies aren't explained to teens whose entire focus is cracking the roster of a major junior club.

Once they do, they're happy to sign on dotted lines without understanding what they're agreeing to.

Pard says he realized too late that pursuing a hockey career after the CHL came at the expense of a shot at university funding.

"Hockey is all I know and live for. But after my hockey career, I want to come back and take advantage of that education package which I earned and should be able to have but I don't have that option and many others don't either."

So he's telling as many current major junior players as he can in Quebec about his experience in the hope of helping form a union for players.

"I'd say the reaction is, 'I didn't know that. We were never informed of that.' I feel like 90 per cent of the players don't know about the education package stopping after 18 months."

Pard wants to see that eligibility time frame expanded to four or five years.

"When I met Glenn (Gumbley), he made me realize all these things about the league I didn't know," he said. "I want everyone to be more aware of what's going on. We're trying to do this in a positive way and help everyone."

Records obtained by the Star show Unifor offered Gumbley at least \$60,000 to organize the new union, initially in Quebec where certification rules are less complex than in Ontario. The records also show Gumbley has been paying former players \$1,000 each for their recruiting efforts, expenses that have been covered by Unifor.

Pard declined to say whether he was paid.

The upstart union prompted mixed reaction from player agents. Some said they're pleased with the current major junior system, and that there's no need for change. Others say the CHL has already buckled under pressure and agreed to improve benefits for players as millions of dollars pour into the league.

"There's no question the CHL has made changes because of the spectre of a CHLPA," said Andrew Maloney, a player agent in Guelph who represents about 25 OHL players. "

The CHL this year has increased the monthly stipend for players to \$450 from \$200, and has agreed to give each player \$1,000 to go towards off-season training.

In the past, the CHL voided that package if the player didn't go to school within six months, or if a player signed a contract with even a low-level pro team.

Now, a player can play in the American Hockey League or East Coast Hockey League without jeopardizing their scholarship, Maloney said.

Several agents said they want the CHL to stop insisting players go to school within a specific period of time if they want to use their scholarship fund.

"It's their money, they've earned it," said Mark Guy, a player agent in Toronto. "No one should take that away."

After the Star broke the news of Unifor's efforts on Monday, Dias said he was deluged with phone calls and emails from junior league players and supporters.

"When the dust settles this will not be a typical union relationship like we have with the Toronto Star," Dias said. "It'll be different. It's too early to say whether we'll have the players pay a \$1 union due to be symbolic, or maybe we do it pro bono for them."

"I deal with some of the largest corporations in the world and the more people like the CHL throw obstacles in my way, the more pissed I get," Dias

said. "I am not going to allow this to go by without us having a discussion on cases like Tim Bozon, Terry Trafford, and other young people who are completely getting screwed."

Bozon, a Montreal Canadiens prospect, faced a medical bill of more than \$100,000 after he was hospitalized with meningitis earlier this year while playing in Saskatchewan for the Western Hockey League's Kootenay Ice franchise. Bozon, who was placed in an induced coma, wasn't covered by the provincial health care program because he was born in the U.S. and lived in France.

Trafford, a forward with the Ontario Hockey League's Saginaw Spirit, killed himself in March after he was released by the team because of a substance-abuse problem. Dias says a collective agreement may have forced the team to offer Trafford counselling instead of effectively firing him. Craig Goslin, a part-owner of the Spirit, did not respond to an email seeking comment.

Branch said the Saginaw team tried "to support Terry's best interests" and said that Bozon's case was a fluke that won't be repeated because of changes to the WHL's medical coverage. Bozon's expenses are being covered by his team and league, Branch said.

# Jason Gregor: WHL needs to change draft age



JASON GREGOR, EDMONTON JOURNAL

More from Jason Gregor, Edmonton Journal ([HTTP://EDMONTONJOURNAL.COM/AUTHOR/JGREGOR](http://EDMONTONJOURNAL.COM/AUTHOR/JGREGOR))

Published on: February 10, 2016 | Last Updated: February 10, 2016 8:46 AM MST

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Bantam SW 537 Oil Kings Ee-Han Godfrey makes a check during a game with the SW 563 Royals (in white) at the Terwilliger Arenas in Edmonton on Jan. 9, 2016. JOHN LUCAS / EDMONTON JOURNAL

It is time for a change. The Western Hockey League's archaic belief they need to draft players as young as 14 for their bantam draft has to stop. It is unnecessary. It doesn't benefit the kids or the WHL teams.

Canada's other two major junior leagues, the Ontario Hockey League and Quebec Major Junior Hockey League, draft players after their first year of midget-level hockey, the calendar year they turn 16 years old, and those teams are just as productive as those in the WHL.

Players can't play regularly in any of the three leagues until they are 16, unless they apply for exceptional status, and no WHL player has ever received exceptional status.

Only five players have been granted exceptional status: John Tavares (2005), Aaron Ekblad (2011), Connor McDavid (2012), Sean Day (2013) and last year Joseph Velano became the first underage player in the QMJHL.

So why is the WHL still drafting kids out of bantam?

Because no one wants to speak up. Parents are afraid their children will be blackballed, and often, they simply aren't informed enough to realize it is unnecessary.

The WHL will argue they draft players so young because it allows the kids more time to plan their move away from home. It is laughable, yet parents and the hockey community keep allowing it to happen.

They draft the kids because they want them to sign a WHL contract right away. They are worried players might consider going the college route instead. It is a self-centred argument and does not benefit the kids.

The priority of the WHL should be to run their program in a way that is best for their players, and kids in bantam should not be worried about the draft. It does not help them, and the OHL and QMJHL prove you don't need to draft bantam-aged players to run a successful league.

The educated hockey parent realizes the CHL path is the quickest path to the NHL. The college route is for kids who are focused on education or players who aren't physically mature and need more time to grow and develop.

What irks me about the WHL is its current structure not only hurts the players, it also hurts their teams. Drafting kids in their final year of bantam hockey is a bigger crapshoot than the NHL entry draft when kids are 17 and 18 years old.

Scroll through the bantam draft and you will see way more misses than hits, even in the first round, because outside of a few elite players, it is almost impossible to tell which path their development will go down.

Some kids are six feet tall and 200 pounds in bantam. They have a physical advantage, but they stop growing, and by the time they are 17, many kids have caught up to them, and now these players who were highly touted lose their confidence and watch their development grind to a halt.

WHL teams try to project how a player will look 16 to 28 months later. Very few business



can accurately project where their sales or market share will be in two-and-a-half years, but the WHL is arrogant enough to believe they have the winning formula.

They don't.

The WHL drafted 230 players in May of 2014, and they were eligible to play in the WHL this year. Only 25 of them have played more than 40 games, and many of those 25 players are fourth liners.

It makes no sense. The WHL could easily wait one more year, and those 25 players would have four months — ample time — to plan their schooling and billet situation.

Last week, Hockey Canada president Tom Renney suggested Canada could look at starting a nationwide Midget elite league. It would protect 16 year olds from playing major junior, which is great because 98% of 16 year olds aren't ready to play at that level.

At the very least, parents, agents and hockey associations need to stand up and say something about the bantam draft.


*Listen to Gregor weekdays from 2-6 p.m. on TSN 1260, read him at oilersnation.com and follow him @jasongregor on Twitter.*

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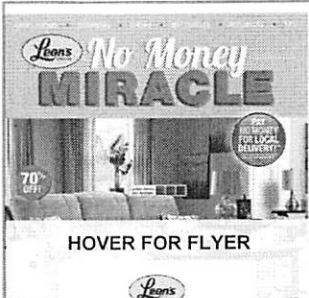
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(<http://www.edmontonjournal.com/news/story.html?id=7195492>) for more information.



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This is Exhibit G466 referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 2016  
[Signature]  
A commissioner for taking affidavits

## NCAA vs. CHL: Summer of Decommittments Rages On

Posted on [August 19, 2013](#)

For a pair of teams that play in the Canadian province of Ontario, the Ontario Hockey League's Kitchener Rangers and London Knights sure love their American players.

News broke Saturday night that Christian Dvorak, a highly regarded forward out of the Chicago Mission program and now former Wisconsin commit, had signed with the London Knights. There seems to be quite a bit of that going around these days. In fact, the Knights themselves picked up Montreal Canadiens first-rounder and former Western Michigan commit Mike McCarron earlier this summer.

Earlier in the week, London rival Kitchener announced the signing of Ryan MacInnis, a forward who had not committed to a school, but left the U.S. National Team Development Program a year early. Two weeks prior, the Rangers also announced the signing of Mentor, Ohio, native and former Ohio State commit Nick Magyar days after confirming the club had inked Shattuck-St. Mary's product and Davie, Fla., native Mason Kohn.

These were just the latest signings in what has been an increasingly busy summer for players once on the college path, even going beyond American players. Some Canadians previously on the NCAA path have changed course and signed with various teams across the Canadian Hockey League.

Even at this late stage of the summer, CHL teams are snapping up quality former college-bound prospects at a somewhat prolific rate it seems.

Among the other players who recently changed course, Tyler Hill, a 6-foot-6 Canadian-born forward who played in the USHL with the Chicago Steel and prep hockey at Hotchkiss before signing with the Ottawa 67s last week. Hill was uncommitted, but had reportedly visited some schools.

The same goes for goalie Callum Booth, another Canadian who spent time in the U.S. prep ranks at Salisbury School, but chose to continue his career with the Quebec Remparts of the QMJHL.

There was also Jujhar Khaira's departure from Michigan Tech after one season. He signed a contract to the Edmonton Oilers, who are expected to assign him to the Everett Silvertips of the WHL.



Earlier in the month, South Boston-native Cam Darcy, a 19-year-old forward who left Northeastern early last season to play in the USHL and presumably transfer, signed with the Cape Breton Screaming Eagles in the QMJHL.

In mid-July, Conor McGlynn, a Boston-born, Canadian raised forward pulled out of his commitment from Boston College in favor of the OHL's Kingston Frontenacs.

Around the same time, former Cam Askew, who was also the top pick in the USHL futures draft and had commitments to Northeastern and later Boston University, was signed by the Drummondville Voltiguers.

Before that, Kevin Labanc dropped a commitment from Notre Dame to sign with the Barrie Colts.

There were also the losses of McCarron (Western Michigan to London), Willy Smith (UMass to Moncton), Joshua Wesley (NTDP to Plymouth) and Connor Chatham (Denver to Plymouth) detailed in an [earlier post](#).

So when you throw them all in a list like this, it obviously denotes a strong movement north, perhaps stronger than other summers. I think I'm even missing a few. Not every player in this group is going to be an impact player in the CHL and may not constitute a great loss for college hockey, but it is clear the flow to the Canadian Hockey League among players previously on the college path has not been stemmed at all.

—

**Edit (8/20):** Among the few guys that I missed in the initial publication of this piece, former Quinnipiac commit Chase Harwell, a 1997-born Connecticut native who signed with the Sherbrooke Phoenix in the QMJHL last week. He'll be joined in Sherbrooke by Mitchell Lundholm, a Massachusetts native who had not been committed to an NCAA school.

Also, just this week, brothers Danny and Connor Moynihan of New Hampshire, signed with the Halifax Mooseheads, making this a banner summer for the QMJHL in its efforts to attract more American prospects. (h/t [@EC\\_Kings](#))

—

College hockey isn't all that is taking a beating this summer. Perhaps it could be said that the USHL, the league where most of these players would have spent next season, is taking it on the chin even worse.

Askew was previously signed to a tender by the Indiana Ice, making him the de facto first overall pick in the USHL's futures draft, but he'll never suit up for the Ice. That puts a fair amount of egg on the face of the organization and the league, which adopted the tender process to somewhat circumvent the draft in order to stem the flow of younger players to the CHL ranks. Last year, tendered Brendan Lemieux left the Green Bay Gamblers and a commitment to North Dakota mid-year to join the Barrie Colts. Plenty of other players haven't broken tenders, but both Askew and Lemieux are pretty high-profile guys.

It doesn't get much better with the others.

Dvorak was slated to play for the Chicago Steel, while Hill's rights were still held by the Steel as well. Magyar was set to play a full season with the Sioux City Musketeers, where he would have joined McGlynn, who spent most of last season with Sioux City. Darcy was still part of the Muskegon Lumberjacks, while Labanc's rights were also held by Muskegon. Meanwhile MacInnis and Wesley were due to return to the U.S. NTDP for next season before signing OHL agreements.

Something Christian Dvorak's father told Madison.com in the wake of his son's signing with London was that they thought his chances of making it to the NHL were slightly better by going to London. Not sure I agree with that, but due to the timing, as so many of these late-summer decisions can be, this is more than likely a decision about the NHL Entry Draft. Will Dvorak's draft stock improve in the OHL? It's possible.

Just as another example, Labanc told the *Staten Island Advance*, "My USHL rights had been acquired by Muskegon and I felt the competition in Barrie was going to be stronger and more beneficial to me as I look towards the future."

The USHL may have to ask itself a difficult question in regards to these departures. All of those players listed would have been in the league next year and most would have been draft eligible. If those players thought they had a better chance of getting drafted in the CHL, which very well may be the case, is there anything within the league's control it can do to halt future high profile players from making the same decision?

As good as the USHL is, and it is very good, it definitely has a perception problem among top players, which could hurt it — and, by default, college hockey — in future recruiting battles.

The league continually puts itself next to the CHL leagues and man-for-man, it might be close, but when comparing the elite players of the CHL and the elite of the USHL, there's no comparison. It's not close. That's the perception battle the league must wage.

In the USHL's defense, it seemed to take a real step out of the shadows and into the spotlight when

non-NTDP players Zemgus Girgensons (Dubuque), Michael Matheson (Dubuque) and Jordan Schmaltz (Green Bay) were all taken in the first-round of the 2012 NHL Entry Draft, on top of the NTDP's Jacob Trouba, Stefan Matteau and alum Henrik Samuelsson. That was a big show-me moment to prospects that the league was capable of producing elite talent for the NHL Entry Draft.

However, if the league is to step out of those shadows full time, placing three to six players in the first round draft has to become an annual thing, which of course is easier said than done. In all honesty, I think that's putting too much emphasis on the draft and not the end result of overall NHL placement, but it is a pretty solid measuring stick in the short term.

The draft is also one of the biggest marketing tools at any junior team's or league's disposal. Rightly or wrongly, the draft is an immediate, tangible data point. The more players they have drafted, the better the likelihood they'll attract more top talent. It says, "Come play here. You will be seen. You will be drafted. You will have a chance to make it to the pros."

Surprisingly, the draft numbers might even be more powerful a lure than the amount of alumni actually playing in the NHL for some players.

That's why the departures of Dvorak, Magyar and MacInnis probably sting the most as each is expected to get some serious high NHL Draft consideration, with MacInnis making a few early lists as a projected first-rounder. Askew is a big one as well as he is considered one of the top 1997-born players in the country. Guys like that help the USHL in its own battle to recruit top talent.

The battle however is continually being won by teams like London and Kitchener, which have been able to position players for high selection in the draft on a seemingly annual basis. There isn't a team in the USHL or even in college hockey that has experienced the type of NHL Draft success of the Knights.

Since former Knight Patrick Kane was selected first overall in 2007, London has had a total of nine players taken in the first round. In the two years the team hasn't had a first-round selection, it signed one — Jarred Tinordi in 2010 and John Carlson in 2008, luring them away from college commitments in the process. That's a lot of pedigree, the kind that speaks to young hockey players with big aspirations.

Windsor, Kitchener and Plymouth also have solid numbers, as does Portland in the WHL and Quebec in the QMJHL. Those are the teams that also seem to have the most success drawing in U.S. talent and are harder to compete with.

This year, London also has the extra draw of hosting the Memorial Cup, which is as high-profile a scouting event as you'll find. Being able to essentially guarantee that exposure is certainly key (though

that doesn't explain Kitchener's increased success with Americans this summer).

The CHL used to not even be a consideration for most players, but I'd bet the vast majority of top-end players take time to seriously consider both routes now, which I actually think is a good thing anyway. Most should be doing that to ensure they're making the best possible decision for themselves.

Though it never receives the coverage like a decommitment, the fact is, most players on the college path will remain on it. The majority stay. Those numbers are unignorable.

What is also unignorable is that as more previously college-bound players make the move to the CHL, the sample size gets bigger for players looking to make a decision on their future. It's also far less taboo in U.S. hockey circles for an American kid to go the CHL route than it was even three years ago, due in all likelihood to its increasing regularity.

There's also this uncomfortable truth for college hockey: While more top-level Americans go north, the number of elite Canadians choosing college hockey is down to a trickle. There are many Canadian players, but the very top tier guys aren't making the jump as eagerly.

Jonathan Toews in 2006 was obviously a big one, but since then, Jaden Schwartz, Phil Di Giuseppe and Riley Sheehan are the few who have been Canadian-born upper-round picks. Beyond Toews, there hasn't been a suitable torch-bearer leading the charge to try and stoke a trend coming the other way.

There is one high-profile case college hockey can hope will help alter the perception, if only slightly. Ryan Gropp, a 17-year-old Canadian forward who plays in the BCHL, recently committed to North Dakota. Assuming he makes it to campus in the fall of 2014, he could be an important player in the ongoing recruiting battle.

A lot of this post has centered around the NHL Draft and I do believe it plays a large role in the decision process for any player that is under the age of eligibility heading into a given season. I also think that the added exposure of the NHL Draft in the U.S. over the last few years, with it now available on national TV, has contributed in a big way to the perception shift among potential college recruits.

Even though there are plenty of college-bound or current college players selected, watching the Draft on TV is almost like a two-day commercial for the CHL. That's not even to say the TSN broadcast is biased in any way, it's just the high volume of picks out of the CHL makes it tough for a kid to ignore.

To be completely fair, however, the NHL Draft is of over-inflated importance to prospects it seems. The draft should never trump what is best for a player's long-term development, which can get lost in this decision, particularly among younger players.



A look at the draft numbers that skew heavily in the favor of the CHL seem attractive, but when it comes to actually making it to the NHL, draft status is just a number. It's an indication a team thinks a player can make it to the league, but it doesn't matter if that player's development goes south.

The fact of the matter is, a player playing at London or Kitchener isn't going to guarantee his NHL future. Nothing will, which is what makes this ongoing recruiting battle so fascinating. So often, whether a player is going to be drafted or not, or make it to the NHL or not, is based on the player alone and not where he plays. Sure, his team can help him with exposure and talking to NHL teams, but players still have to play.

Most players, if they are good enough, are going to be found and are going to make it to the NHL. That, along with the ebbs and flows of the trends among American players, are what makes this ongoing recruiting battle so fascinating and why it's something I'll continue to examine as long as I have a space to do so.

Both paths seem to understand that the other is a valid path to the next level, but this recruiting battle will continue to rage on. If this summer is any indication, it's as heated as ever.

# CHL Players Citizenship

## 2015-2016

Out of all the OHL and WHL teams, approx. 18% of the players are not Canadian. They are American, or European.

The OHL and WHL teams which are in the US are made up of approx. 78% Canadian players.

This is Exhibit AHHH referred to in the affidavit of Brendan O'Grady sworn before me, this day of June, 2016  
  
 A Commissioner for taking affidavits

Team	Home	Canadian Players	Foreign Players
<b>Ontario Hockey League</b>			
Hamilton Bulldogs	Hamilton, ON	22	1 American 1 European
Kingston Frontenacs	Kingston, ON	19	4 American 2 European
Oshawa Generals	Oshawa, ON	22	3 American 2 European
Ottawa 67's	Ottawa, ON	20	2 American 3 European
Peterborough Petes	Peterborough, ON	24	2 American 1 European
Barrie Colts	Barrie, ON	21	2 American 3 European
Mississauga Steelheads	Mississauga, ON	20	3 American 2 European
Niagara IceDogs	St. Catharines, ON	17	6 American 2 European
North Bay Battalion	North Bay, ON	20	1 American 2 European
Sudbury Wolves	Sudbury, ON	17	3 American 2 European

<b>Erie Otters</b>	<b>Erie, PA, USA</b>	18	5 American 2 European
<b>Guelph Storm</b>	<b>Guelph, ON</b>	24	1 American 1 European
<b>Kitchener Rangers</b>	<b>Kitchener, ON</b>	12	9 American 2 European
<b>London Knights</b>	<b>London, ON</b>	21	9 American 1 European
<b>Owen Sound Attack</b>	<b>Owen Sound, ON</b>	21	1 European 1 European
<b>Flint Firebirds</b>	<b>Flint, MI, USA</b>	16	5 American 2 European
<b>Saginaw Spirit</b>	<b>Saginaw, MI, USA</b>	19	2 American 2 European
<b>Sarnia Sting</b>	<b>Sarnia, ON</b>	20	1 American 2 European
<b>Sault Ste. Marie Greyhounds</b>	<b>Ste. Marie, ON</b>	16	5 American 2 European
<b>Windsor Spitfires</b>	<b>Windsor, ON</b>	13	6 American 2 European
<b>Western Hockey League</b>			
<b>Brandon Wheat Kings</b>	<b>Brandon, MN</b>	23	1 European
<b>Moose Jaw Warriors</b>	<b>Moose Jaw, SK</b>	17	3 American 2 European
<b>Prince Albert Raiders</b>	<b>Prince Albert, SK</b>	22	1 American 2 European
<b>Regina Pats</b>	<b>Regina, SK</b>	22	1 European
<b>Saskatoon Blades</b>	<b>Saskatoon, SK</b>	32	2 European
<b>Swift Current Broncos</b>	<b>Swift Current, SK</b>	22	1 American 1 European
<b>Calgary Hitmen</b>	<b>Calgary, AB</b>	21	2 American

			2 European
<b>Edmonton Oil Kings</b>	<b>Edmonton, AB</b>	23	1 American 2 European
<b>Kootenay Ice</b>	<b>Cranbrook, BC</b>	20	2 European
<b>Lethbridge Hurricanes</b>	<b>Lethbridge, AB</b>	22	1 American 2 European
<b>Medicine Hat Tigers</b>	<b>Medicine Hat, AB</b>	20	4 American
<b>Red Deer Rebels</b>	<b>Red Deer, AB</b>	25	1 American 2 European
<b>Kamloops Blazers</b>	<b>Kamloops, BC</b>	27	2 European
<b>Kelowna Rockets</b>	<b>Kelowna, BC</b>	23	1 American 3 European
<b>Prince George Cougars</b>	<b>Prince George, BC</b>	23	1 American 2 European
<b>Vancouver Giants</b>	<b>Vancouver, BC</b>	16	5 American 2 European
<b>Victoria Royals</b>	<b>Victoria, BC</b>	19	3 American 2 European
<b>Everett Silvertips</b>	<b>Everett, WA, USA</b>	20	2 American 2 European
<b>Portland Winterhawks</b>	<b>Portland, OR, USA</b>	16	6 American 3 European
<b>Seattle Thunderbirds</b>	<b>Kent, WA, USA</b>	23	1 American 2 European
<b>Spokane Chiefs</b>	<b>Spokane, WA, USA</b>	20	3 American 2 European
<b>Tri-City Americans</b>	<b>Kennewick, WA, USA</b>	23	4 American 2 European

/ad

# CHARNEY LAWYERS

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May 6, 2015

## VIA EMAIL

Patricia Jackson  
Crawford Smith  
TORYS LLP  
79 Wellington Avenue West, 30<sup>th</sup> Flr.  
Box 270, TD South Tower  
Toronto, ON M5K 1N2

Dear Counsel:

Re: **Berg vs. CHL et al**  
**Court File No.: CV-14-514423**  
**Class Action**


We would like to remind you of the conversation between Mr. Charney and yourselves in which you advised that you were still considering your position on Alberta as the jurisdiction to adjudicate the claims as against all of the teams in the WHL.

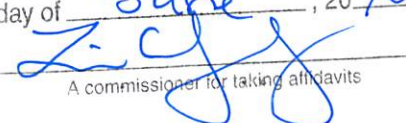
At that time, we understood that your office would get back to us on this issue. Once we hear from you we can then determine our position on whether to restrict the Ontario action to the OHL teams and the CHL.

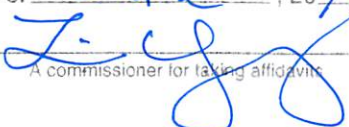
Are you now in a position to inform us as to whether the Court of Queen's Bench in Alberta is your proposed jurisdiction in which to litigate the present case for all teams in the WHL? If not, what are you proposing?

We look forward to your response.

Yours very truly,  
**CHARNEY LAWYERS**

  
Andrew J. Eckart  
AJE/ks

11  
III  
This is Exhibit III referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 2016  
  
A commissioner for taking affidavits

11  
This is Exhibit JJJJ referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 2016  
  
A commissioner for taking affidavits

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Crawford Smith  
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csmith@torys.com  
P. 416.865.8209

May 27, 2015

Ted Charney  
Charney Lawyers  
151 Bloor Street West, Suite 890  
Toronto, ON M5S 1P7

Dear Mr. Charney:

**Re: Berg v. CHL et al: Court File No: CV-14-514423 (the "Ontario Action")**  
**Walter v. WHL et al: Court File No: 1461-11912 (the "Alberta Action")**

We are writing further to your letter dated May 6, 2015 and our earlier conversation concerning the appropriate jurisdiction in which to litigate the claims against the teams in the WHL.

As you are aware, the WHL player contracts provide that disputes must be litigated in the province or state in which the relevant team is located. We discussed during our call the parties agreeing to litigate the claims against the WHL teams in the Alberta Court of Queen's Bench notwithstanding the presence of this clause. We confirm our clients' agreement to proceed in this matter.

Please be advised that while our clients agree to the above approach, they expressly reserve to certification and, if applicable, the merits and recognition/enforcement stages of the Alberta Action all issues which may arise under the applicable laws of the jurisdictions whose laws the plaintiff purports to apply that affect any decision at those stages of the action.

In terms of next steps, it will be necessary to remove the claims against the WHL from the Ontario Action, including any request that those claims be certified in Ontario. The parties should also discuss a schedule for the Alberta Action which could then be submitted to Justice Martin as Case Management judge.

Yours very truly,



Crawford Smith

CS/db

**Brendan O'Grady**

---

**From:** Ted Charney  
**Sent:** Monday, June 01, 2015 12:12 PM  
**To:** Smith, Crawford  
**Cc:** Kiara Sancler; Brendan O'Grady; Jackson, Trisha  
**Subject:** RE: Berg v. CHL et al Court File No.: CV-14-514423

Thank you and agreed.

This is Exhibit <sup>u</sup> ~~kkkkk~~ referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 2016  
  
A commissioner for taking oaths

---

**From:** Smith, Crawford [mailto:csmith@torys.com]  
**Sent:** June-01-15 10:47 AM  
**To:** Ted Charney  
**Cc:** Kiara Sancler; Brendan O'Grady; Jackson, Trisha  
**Subject:** RE: Berg v. CHL et al Court File No.: CV-14-514423

Ted,

Further to our telephone call, I confirm our agreement as set out below - no costs for addressing the jurisdiction issue.

P. 416.865.8209 | F. 416.865.7380 | 1.800.505.8679

---

**From:** Ted Charney [mailto:TedC@charneylawyers.com]  
**Sent:** May-29-15 5:27 PM  
**To:** Smith, Crawford  
**Cc:** Kiara Sancler; Brendan O'Grady; Jackson, Trisha  
**Subject:** Re: Berg v. CHL et al Court File No.: CV-14-514423

I have instructions for the Ontario and Alberta actions on one further condition that there be no costs for us or the defence at certification in Ontario or Alberta for addressing the jurisdiction issues. Please let me know and if agreed we have a deal.  
Please propose a time table for certification in Ontario .

Ted Charney

On May 29, 2015, at 3:26 PM, "Smith, Crawford" <csmith@torys.com> wrote:

Ted,

That is agreeable to us.

P. 416.865.8209 | F. 416.865.7380 | 1.800.505.8679

---

**From:** Ted Charney [mailto:TedC@charneylawyers.com]  
**Sent:** May-29-15 8:41 AM  
**To:** Smith, Crawford  
**Cc:** Kiara Sancler; Brendan O'Grady; Jackson, Trisha; Smith, Crawford  
**Subject:** Re: Berg v. CHL et al Court File No.: CV-14-514423

Crawford,

Dealing with Ontario and Alberta, on a without prejudice basis I will seek instructions to agree to the proposal on the condition that an appearance or notice of intention be entered in Alberta for the CHL all WHL teams and the WHL and in Ontario for the CHL , the OHL and all OHL teams. However I cannot recommend that the Ontario action be discontinued against the Q and WHL and their respective teams. It can be stayed. We will agree to proceed with certification in Ontario solely against the OHL and CHL and the OHL teams.

Until we have your certification materials and factum , any motions and pleadings we cannot know how this case will be defended and whether for some currently unknown reason the WHL or Q teams are necessary parties in the Ontario action. For instance the conspiracy cause of action will now be split into three separate actions.

I appreciate your materials are due so let me know if this is agreeable and I will quickly obtain instructions.

We will address Quebec with our co counsel next week .

Ted

Sent from my iPad

On May 27, 2015, at 12:14 PM, "Smith, Crawford" <[csmith@torys.com](mailto:csmith@torys.com)> wrote:

Dear Mr. Charney,

Please find attached our letter of today's date.

Regards,

Crawford

P. 416.865.8209 | F. 416.865.7380 | 1.800.505.8679

79 Wellington St. W., 30th Floor, Box 270, TD South Tower  
Toronto, Ontario M5K 1N2 Canada | [www.torys.com](http://www.torys.com)

<[image27c542.JPG](#)>

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**From:** Kiara Sancler [<mailto:kiaras@charneylawyers.com>]  
**Sent:** May-06-15 9:32 AM  
**To:** Jackson, Trisha; Smith, Crawford  
**Cc:** Ted Charney; Andrew Eckart; Brendan O'Grady  
**Subject:** Re: Berg v. CHL et al Court File No.: CV-14-514423  
**Importance:** High

Good Morning Counsel,

Please see the attached correspondence from Mr. Eckart, dated today, to your attention.

Sincerely,

**Kiara Sancler, Class Action Law Clerk**  
**Assistant to Andrew Eckart & Brendan O'Grady**

**CHARNEY LAWYERS**  
151 Bloor Street West, Suite # 890  
Toronto, ON. M5S 1P7



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[kiaras@charneylawyers.com](mailto:kiaras@charneylawyers.com)

website: [www.charneylawyers.com](http://www.charneylawyers.com)

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<Letter to Ted Charney dated May 27 2015.pdf>

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## Kiara Sancler

---

**From:** Smith, Crawford <csmith@torys.com>  
**Sent:** February-04-16 11:38 AM  
**To:** Ted Charney; Brendan O'Grady; Samantha Schreiber; Kiara Sancler  
**Cc:** Jackson, Trisha; Talbot, Lisa; Whitmore, Sarah; Kara, Irfan; Smith, Crawford  
**Subject:** RE: Berg v. CHL - Letters to Patricia Jackson

Ted,

In answer to your email below, as well as your voicemail, my note was responsive to your comment regarding the Dunn report.

The Dunn report speaks directly to the issue of the appropriateness of certifying the plaintiffs' claims and the consequences, if certified, of proceeding with those claims on the merits in a Canadian court.

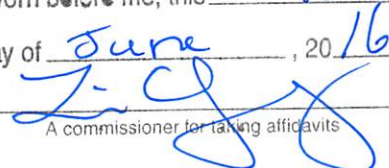
The Dunn report is relevant to the certification criteria. For example, among other things, Mr. Dunn opines that the combination of the many factors discussed in the Dunn report make it unlikely that a United States Court would grant comity to a class action judgment rendered by a Canadian court in the actions and, therefore, would likely decline to enforce any resulting judgment. He also opines that neither Mr. Berg nor Mr. Walter, individually or together, have the capacity or the standing to assert U.S. state and federal wage-and-hour claims against all named defendants as a matter of United States federal or state law. At most, and subject to significant restrictions, each could assert claims potentially under the FLSA and the applicable law of a single state, that is the law of the state and claims against a team for which they each actually played. The Dunn report also highlights the lack of commonality across the various jurisdictions which, of course, also impacts certification.

Having regard to all of the matters discussed in the Dunn report, I anticipate that the defendants will argue that the Ontario and Alberta courts should refuse to certify the claims against the US based teams. This is among the arguments the defendants reserved in my May 27, 2015 letter.

Please call me if you would like to discuss the issue further.

Regards,

Crawford G. Smith  
**Torys LLP**  
Tel: 416.865.8209  
Fax: 416.865.7380  
<mailto:csmith@torys.com>  
[www.torys.com](http://www.torys.com)

This is Exhibit LLL referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 2016  
  
A commissioner for taking affidavits

P. 416.865.8209 | F. 416.865.7380 | 1.800.505.8679

**From:** Ted Charney [mailto:TedC@charneylawyers.com]  
**Sent:** February-03-16 4:25 PM  
**To:** Smith, Crawford <csmith@torys.com>; Brendan O'Grady <brendano@charneylawyers.com>; Samantha Schreiber <SamanthaS@charneylawyers.com>; Kiara Sancler <kiaras@charneylawyers.com>  
**Cc:** Jackson, Trisha <tjackson@torys.com>; Talbot, Lisa <ltalbot@torys.com>; Whitmore, Sarah <swhitmore@torys.com>; Kara, Irfan <ikara@torys.com>  
**Subject:** RE: Berg v. CHL - Letters to Patricia Jackson

Hi Crawford,

In my letter I asked if the defendants were objecting to the Court assuming jurisdiction to certify and ultimately resolve the claims against the teams in the United States.

In response, you have reproduced a passage from a letter being the same letter where you agreed that jurisdiction would not be contested for the US teams in the WHL if we proceeded against those teams in Calgary or for the US teams in the OHL if we proceeded against those teams in Toronto. Yes you reserved all issues that may arise under applicable foreign laws that determine liability/commonality and I understand that. That is why we hired an expert on applicable local employment laws. In contrast your expert appears to have been asked to address jurisdiction based considerations, hence my inquiry. I did not and do not understand the reservation in the May 27 2015 letter to justify a full blown attack on the very issue we settled.

Respectfully, your email does not actually answer my question. You just repeated a passage from a letter which could not possibly have been directed to jurisdictional concerns as we had just settled them. May I please have a direct answer to a direct question. It would be much appreciated.

Thank you

Ted

---

**From:** Smith, Crawford [<mailto:csmith@torys.com>]

**Sent:** February-03-16 2:42 PM

**To:** Ted Charney; Brendan O'Grady; Samantha Schreiber; Kiara Sancler

**Cc:** Jackson, Trisha; Talbot, Lisa; Whitmore, Sarah; Kara, Irfan; Smith, Crawford

**Subject:** Berg v. CHL - Letters to Patricia Jackson

Ted,

I write in response to your letter to Trisha Jackson (attached) and, in particular your comment regarding the Dunn report.

As set out in my letter dated May 27, 2015, the defendants reserved to certification and, if applicable, the merits and recognition/enforcement stages of the actions all issues which may arise under the applicable laws of the jurisdictions whose laws the plaintiffs purports to apply that affect any decision at those stages of the actions. The Dunn report has been filed consistent with that reservation.

Regards,

Crawford

Crawford G. Smith

**Torys LLP**

Tel: 416.865.8209

Fax: 416.865.7380

<mailto:csmith@torys.com>

[www.torys.com](http://www.torys.com)

P. 416.865.8209 | F. 416.865.7380 | 1.800.505.8679

79 Wellington St. W., 30th Floor, Box 270, TD South Tower

Toronto, Ontario M5K 1N2 Canada | [www.torys.com](http://www.torys.com)

**TORYS**  
LLP

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# MEMORANDUM

CHARNEY LAWYERS

**TO:** File  
**FROM:** Ted Charney  
**DATE:** February 9, 2016  
**RE:** CHL Class Action – 2004-14  
Telephone call with Crawford Smith and Patricia Jackson

This is Exhibit MMMM referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 2016  
[Signature]  
A commissioner for taking affidavits

A telephone call was arranged between myself and Crawford Smith to discuss an exchange of correspondence and emails I had initiated in connection with Mr. Dunn's report.

I explained to Mr. Smith through correspondence that on my reading of Mr. Dunn's report, the defendants appear to be challenging the jurisdiction of the Courts in Alberta and Ontario to adjudicate the claims against all or some of the clubs, specifically the American clubs.

I expressed my concern through correspondence that the defendants intended to submit to the Court that American legislation should not be construed in our Courts with respect to matters that remain unsettled under American law.

On February 9, 2016, I called Crawford Smith and was put through to Patricia Jackson who was on the speaker phone with Crawford Smith and Sarah Whitmore. The thrust of the conversation was Ms. Jackson assuring me that her clients had no intention of bringing any Rule 21 motions to contest jurisdiction (motions to strike the pleading) nor do her clients intend to object to the jurisdiction of the Alberta or Ontario Courts.

She said that the purpose of MR. Dunn's report with respect to such issues as comity and enforcing foreign judgments, determining unsettled US law in Canadian courts, etc. was defendant to the defendants' position on preferable procedure only.

In response I said that it sounded to me like a jurisdiction argument dressed up to appear like a preferable procedure argument.

I said I would have to think about this. That was the end of the conversation on this topic.

## Brendan O'Grady

---

**From:** Rodrigue, Sylvie <vrodrigue@torys.com>  
**Sent:** Friday, September 04, 2015 5:01 PM  
**To:** Emmanuel Laurin Legare; Bertrand, Geneviève  
**Cc:** Michel Savonitto  
**Subject:** Walter v. QMJHL and als. - 500-06-000716-148 and 500-06-000719-142 - O/f: 50251-1

Dear colleagues,

As the proposed class action is at the authorization stage, we wish to remind you that you are only counsel to the proposed representative plaintiff, Lukas Walter. At this stage of the proceedings, your firm does not represent the proposed class members and there is no solicitor-client relationship with any of them.

As such, we are free to meet with proposed class members and our only obligation is not to undermine the class action process, i.e. not attempt to influence any of them to eventually opt-out of the proceeding.

In fulfilling our ethical obligations in this regard, we have not discussed the motion for authorization with any players and have advised that if they wish to discuss the case or the process, they can contact your firm. The proposed class members are entirely free to meet with us and we have no obligation to report these meetings to your firm nor the content of the meetings.

Regards,

Sylvie Rodrigue

416.865.8105 | F. 416.865.7380 | 1.800.505.8679  
514.868.5601 | Téléc. 514.868.5700

**From:** Emmanuel Laurin Legare [<mailto:ell@savonitto.com>]  
**Sent:** Friday, September 04, 2015 04:22 PM  
**To:** Rodrigue, Sylvie; Bertrand, Geneviève  
**Cc:** Michel Savonitto <[ms@savonitto.com](mailto:ms@savonitto.com)>  
**Subject:** Walter v. QMJHL and als. - 500-06-000716-148 and 500-06-000719-142 - O/f: 50251-1

This is Exhibit U referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 2016  
L. J. G.  
A commissioner for taking affidavits

### Without prejudice

Dear colleagues,

In the above-mentioned files, we have been informed that someone from your Montreal firm has recently approached a player of the Armada Team in order to meet with him.

In that regard, we would appreciate receiving answers to the following questions:

- What was the purpose of the proposed meeting with the player?
- Has the player been informed of his legal rights (e.g. that the player would be entitled to be accompanied by class counsel for a meeting with its teams' counsel) and that Savonitto & Ass. Inc. is class counsel?
- Have you met with other players (or former players) of other teams of the Quebec League? If so, we would require to obtain the names of the players and the information obtained from them.

In the future, we suggest that every contact of your firm with a player (or former player) regarding the proposed class action be in writing and that we be copied on said communication. We also suggest that the content of the letter to be sent be approved by our firm.

We will await your position regarding the above before the end of the day on September 9, falling which, we will approach the court for guidance.

Yours truly,




**Nouvelle adresse à compter du 1er juin 2015 / New address starting June 1, 2015 :**  
**468 rue St-Jean, Bureau 400, Montréal, QC H2Y 2S1**

**Savonitto**

468, rue St-Jean  
Bureau 400  
Montréal (Québec) H2Y 2S1

Me Emmanuel Laurin-Légaré  
Tél. : 514-843-3125, #204  
Fax. : 514-843-8344  
Courriel : [ell@savonitto.com](mailto:ell@savonitto.com)

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# CHARNEY LAWYERS

151 BLOOR STREET WEST  
SUITE 890  
TORONTO, ON M5S 1P7  
TELEPHONE: (416) 964-7950  
FACSIMILE: (416) 964-7416  
TED CHARNEY  
Direct Line: (416) 964-7950, ext. 225  
[tedc@charneylawyers.com](mailto:tedc@charneylawyers.com)

September 16, 2015

**SENT BY EMAIL: TJACKSON@TORYS.COM**

Patricia Jackson  
TORYS LLP  
79 Wellington Avenue West, 30<sup>th</sup> Floor  
TD South Tower, Box 270  
Toronto, ON M5K 1N2


Dear Ms. Jackson:

**Re: Berg v. Canadian Hockey League et al**  
**Our File No.: 2004-14**

Enclosed please find email from Ms. Sylvie Rodrigue on communications with the Class in the QMJHL Class Action. As my colleagues indicated to Ms. Rodrigue, we have been contacted by one or more players who received a phone call from a lawyer at Torys in Montreal inviting them to come to the office and discuss their experience playing hockey.

Before I comment further on this event, would you kindly advise whether interviews are being arranged in the Ontario and/or Alberta Class Actions.

Yours very truly,  
**CHARNEY LAWYERS**

  
Theodore P. Charney  
TPC/mrw  
Enclosure

This is Exhibit <sup>4</sup> ~~0000~~ referred to in the  
affidavit of <sup>=</sup> Brendan O'Grady  
sworn before me, this <sup>ISM</sup> \_\_\_\_\_

day of June, 20 16

  
A commissioner for taking affidavits



September 18, 2015

**BY EMAIL**

Ted Charney  
Charney Lawyers  
151 Bloor Street West, Suite 890  
Toronto, ON M5S 1P7

Dear Mr. Charney:

I write in response to your letter of September 16, 2015.


Our position with respect to our ability to contact players who may become members of the classes you propose in Ontario and in Alberta is the same as was described by Ms. Rodrigue in her September 4 email to your colleagues concerning the Quebec proceedings.

As this case is at the pre-certification stage, we are free to meet with the proposed class members subject to our obligation not to undermine the class action process by attempting to influence them eventually to opt out of the proceeding. To the extent that we may contact players, we do not propose to discuss the motion for certification with them and do propose to advise them that if they wish to discuss the case or the process they should contact your firm. In these circumstances, the players are entirely free to meet with us and we consider ourselves under no further obligation to report to you concerning the meetings.

All of this is consistent with the now well-established body of law concerning our ability to conduct these meetings. Courts have made clear that “communication to putative class members may be lawful, and in the normal course of business, appropriate, and the communications may even advance the purposes of the [Class Proceedings] Act”, and that “defence counsel may contact putative class members pre-certification to gather evidence, [though] they may not make misleading statements or try to convince them to act adversely to their interests”.

Any contact we may make with players will be consistent with these principles.

Yours very truly,



Trisha Jackson

PDSJ/aa

AIG  
145 Wellington Street West  
Toronto, ON M5J 1H8  
416 596 3000 Telephone  
416-977-2743 Facsimile  
1-800-387-4481 Toll Free  
www.aig.com



**AIG INSURANCE COMPANY OF CANADA**

**Re: Our Privacy Principles**

We at AIG Insurance Company of Canada (referred to as "AIG") want our policyholders, insureds and claimants to be aware of how and why we handle personal information. The very nature of our business is such that the collection, use and disclosure of personal information is fundamental to the products and services we provide.

We work hard to respect and maintain client privacy. Accordingly, we have adopted and implemented the attached *Privacy Principles* for AIG's business. We consider these obligations to be integral to our working and contractual relationship.

Should you have any questions or concerns, please contact the AIG Privacy Officer in Canada at 1-800-387-4481.

Thank you for your co-operation and support.

A handwritten signature in cursive script, appearing to read "Lorraine Capetola".

Lorraine Capetola  
Privacy Officer  
AIG Insurance Company of Canada

This is Exhibit "PPPP" referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of July, 2016  
A handwritten signature in blue ink, appearing to be "L. J. O'Grady".  
A commissioner for taking affidavits

AIG  
2000, avenue McGill College, bureau 1200  
Montréal (Québec) H3A 3H3  
1-800-361-7211 Sans frais  
514-987-3000 Téléphone  
514-987-5357 Télécopieur  
www.aig.com



## COMPAGNIE D'ASSURANCE AIG DU CANADA

**Objet : Principes de protection des renseignements personnels**

Nous, chez la Compagnie d'Assurance AIG du Canada (désignée sous le nom de « AIG »), voulons que nos titulaires de polices, nos assurés et nos réclamants soient au courant de la façon dont nous traitons les renseignements personnels et des raisons pour lesquelles nous recueillons lesdits renseignements. En raison de la nature même de notre entreprise, le processus de collecte, d'utilisation et de divulgation de renseignements personnels est fondamental aux produits et services que nous fournissons.

Nous consacrons beaucoup d'efforts au respect et au maintien de la confidentialité des renseignements personnels des clients. En conséquence, nous avons adopté et mis en application les *Principes de protection des renseignements personnels* pour les activités de AIG. Nous sommes d'avis que ces obligations représentent une partie intégrante de nos relations d'affaires et de nos relations contractuelles.

Si vous avez des questions ou des préoccupations, veuillez communiquer avec l'Agent aux renseignements personnels de AIG en composant le 1-800-387-4481.

Nous vous remercions de votre collaboration et de votre appui.

A handwritten signature in black ink, appearing to read "Lorraine Capetola".

Lorraine Capetola  
Agent aux renseignements personnels  
Compagnie d'Assurance AIG du Canada

# AIG INSURANCE COMPANY OF CANADA PRIVACY PRINCIPLES

## **AIG and Individual Privacy**

We at AIG Insurance Company of Canada (referred to as “AIG”, “we”, “our” or “us”) abide by these *Privacy Principles* and want you, our policyholders, insureds and claimants (referred to as “Customers” or “you”), to be aware of how and why we handle personal information. We work hard to respect and maintain your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information are fundamental to the products and services we provide.

These *Privacy Principles* apply only to the product or service our Customers have obtained or the insurance policy under which the Customer is seeking or receiving benefits. As a worldwide leader in the delivery of insurance products and services, the member companies of AIG Property Casualty Inc. offer numerous products and services to many types of consumers and clients in many different countries around the world. Therefore, differing AIG Property Casualty Inc. companies may adopt differing privacy practices to fit their own jurisdiction and business requirements. The AIG Property Casualty Inc. Global Privacy Notice, located at [www.aig.com](http://www.aig.com), may also be applicable to our Customers as we conduct our business.

For the purposes of these *Privacy Principles* personal information means information that identifies an individual. For example: an individual’s name, birth date, address, age, health and financial information is personal information which AIG may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business. Personal information does not include the name, business title, address, phone or fax number of an employee of an organization.

These *Privacy Principles* may be modified from time to time. An individual may obtain our most up to date version located at [www.aig.com](http://www.aig.com) or by contacting us at the address set out below in the section called “*Contacting the Privacy Officer*”.

## **1. Consent and Personal Information**

AIG obtains consent for the collection, use and disclosure of personal information, except where prohibited by law. By purchasing AIG’s products and services or applying for benefits, you are providing your consent to our collection, use and disclosure of your personal information as set out in these Privacy Principles. AIG relies on the broker’s advice where the insurance broker tells AIG that we have a Customer’s consent to collect information.

Consent may be obtained by AIG and its affiliated companies directly or through the broker, an insurance adjuster, investigator or lawyer when personal information is collected for claims purposes.

An individual may decline to consent, or revoke consent, to the collection and use of personal information for insurance purposes but in that case insurance products and related services and benefits and the assessment of claims may be limited or terminated.

## **2. Collecting Personal Information**

Whenever practical, we collect information directly from the individual concerned on applications for insurance and through the direct interactions with us. We also collect information from various third party sources such as: insurance brokers, adjusters or other intermediaries, third party administrators, government, industry associations and other entities that have information about you. For instance, we may obtain your driving record, claims history and/or credit history, where permitted by law, to assist us in underwriting your application for insurance.

### **3. Using Personal Information**

Personal information is typically collected and used by us for insurance purposes such as: assessing risk, processing applications for insurance coverage, establishing rates, administering insurance products, investigating and handling claims. AIG also uses personal information to detect and prevent fraud, compile statistics, verify and provide information to insurance industry associations, report to regulatory or industry entities in accordance with laws and prudent insurance industry practices, and conduct market research. This may also include collecting and disclosing personal information about third parties with respect to claims made against AIG Customers.

### **4. Use of Personal information for Marketing Purposes**

AIG may collect and use personal information for marketing purposes, such as identifying and communicating with individuals who are most likely to find AIG products and services of interest. AIG may also disclose personal information to our affiliates to use for marketing purposes to offer you their products and services which may be of interest to you. You may opt not to have us, or alternatively not to have our affiliates, collect, use or disclose personal information for marketing purposes, in which case we will collect, use and disclose personal information for insurance purposes and in accordance with our contractual rights and obligations, but we will not use or disclose personal information for marketing purposes. Offers of upgraded or additional coverage, special offers and promotional mailings, and offers of additional products and services from our affiliates will not be sent by us. Please refer to the section of these *Privacy Principles* called "*Contacting the Privacy Officer*" for information on how to decline or revoke consent to the use of personal information for marketing purposes.

### **5. Accuracy of Your Personal Information**

AIG maintains procedures to ensure that the information we collect and use is accurate, up-to-date, and as complete as possible. However, we rely on individuals to disclose all material information to us and to inform us of any changes required. With proof of entitlement, a request to correct information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called "*Contacting the Privacy Officer*".

### **6. Safeguarding Your Information**

We apply appropriate safeguards to our computer networks and physical files and we restrict access to personal information to those AIG employees, authorized administrators, reinsurers, consultants or insurance representatives who need to know that information in order to underwrite, adjudicate or administer insurance products and services.

### **7. Disclosure of Personal Information**

Personal information is sought and exchanged with both affiliated and unaffiliated insurance companies, reinsurers, and insurance industry organizations at the time of assessing an application for insurance and any renewal, extension, variation or cancellation of any issued policy, as well as in the event of any claim, to the extent necessary for industry statistical purposes or to assess and rate a specific risk, determine the status of coverage, and investigate claims. We also share information to combat fraud; where permitted or required by law; or, at the request of government regulators.

AIG sometimes retains an affiliated company or an independent third party or reinsurer ("authorized administrator") to perform on our behalf, certain functions in support of the products and services we provide. Such functions could include the underwriting, offering or administering of AIG insurance products and services or any related claims. Accordingly, in certain instances these affiliates or third parties will be provided with personal information to the extent that it is necessary in the performance of those specific reinsurance, underwriting, marketing, consulting, administrative, rehabilitative, claims,

investigation or related services. AIG obligates these affiliates and third parties to use and take steps to protect personal information in accordance with the requirements of these *Privacy Principles*.

Some authorized administrators may be located in the United States of America or another foreign country other than Canada and in those cases personal information will be subject to disclosure pursuant to the laws of the jurisdiction in which it is situate. By applying for and/or acquiring the products and services of AIG you hereby consent to the authorized administrators located outside of Canada accessing, processing or storing your personal information (as the case may be) and disclosing such personal information as required by the governing laws of that jurisdiction.

We do not sell our customer lists or other personal information.

## **8. Retention and Access to Your Personal Information**

We retain personal information for the purposes described in these Privacy Principles but only for so long as is necessary to fulfill the purpose to underwrite, adjudicate or administer insurance products and services and to meet our legal and contractual obligations. Personal information is stored at one of our offices in Canada or at a location of one of our affiliates in the United States as required and defined under Disclosure of Personal Information above. Access to your personal information is limited to our employees, agents and service providers who need access in order to perform their job or provide services to us. Given the nature of insurance and our on-going exposure to potential claims, where necessary, and when legally required, some of the information we collect for insurance purposes is kept indefinitely.

With proof of entitlement, a request to access information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called "*Contacting the Privacy Officer*". The right to access information is not absolute therefore, AIG may decline access to information that we have under our control subject to any legal restrictions or rights of refusal by AIG, such as;

- the information subject to a legal privilege;
- the information would reveal personal information about a third party;
- the information could compromise the investigation of a claim;
- the information is confidential commercial information; and
- personal health information that has not been provided to us directly by the individual requesting access.

We may charge a reasonable fee in advance for copying and sending information you have requested and to which you have a right of access.

## **9. Contacting the Privacy Officer**

Request for further information, personal information access or any concerns about how we handle your information with AIG should be referred to our Privacy Officer, as follows:

Privacy Officer  
AIG Insurance Company of Canada  
145 Wellington Street West  
Toronto ON  
Canada M5J 1H8  
Toll Free: 1-800-387-4481

Please also refer to "Customer Satisfaction" on our main website [www.aig.com](http://www.aig.com)

## **10. Website Privacy Practices**

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## **COMPAGNIE D'ASSURANCE AIG DU CANADA**

### **PRINCIPES DE PROTECTION DES RENSEIGNEMENTS PERSONNELS**

#### **AIG et la protection des renseignements personnels**

Nous, chez Compagnie d'assurance AIG du Canada (désignée sous le nom de « AIG », « nous », « notre » ou « nos »), nous conformons aux présents *Principes de protection des renseignements personnels* et nous voulons que nos titulaires de polices, nos assurés et nos réclamants (désignés sous le nom de « Clients » ou « vous ») soient au courant non seulement de la façon dont nous traitons les renseignements personnels mais aussi des raisons pour lesquelles nous recueillons lesdits renseignements. Nous consacrons beaucoup d'efforts au respect et au maintien de la confidentialité de vos renseignements personnels. Cependant, en raison de la nature même de notre entreprise, le processus de cueillette, d'utilisation et de divulgation de renseignements personnels est fondamental aux produits et services que nous fournissons.

Les présents *Principes de protection des renseignements personnels* s'appliquent uniquement au produit ou au service que nos Clients ont obtenu ou au contrat d'assurance en vertu duquel le Client cherche à obtenir ou reçoit des indemnités. Nous sommes un chef de file mondial dans la fourniture de produits et services d'assurance et, à ce titre, les compagnies membres de la compagnie AIG Property Casualty Inc. offrent de nombreux produits et services à plusieurs types de consommateurs et clients dans différents pays à travers le monde. En conséquence, les différentes compagnies membres du groupe la compagnie AIG Property Casualty Inc. peuvent adopter différentes pratiques en matière de protection des renseignements personnels pour s'adapter à leur propre juridiction et aux exigences de leurs entreprises. L'Avis Mondial de la compagnie AIG Property Casualty Inc. sur la protection des renseignements personnels, disponible au [www.aig.com](http://www.aig.com), peut également s'appliquer à nos Clients dans la conduite des affaires de notre entreprise.

Pour les fins des présents *Principes de protection des renseignements personnels*, l'expression « renseignements personnels » signifie des renseignements qui identifient un individu. Par exemple, le nom d'un individu, sa date de naissance, son adresse, son âge, son état de santé et ses renseignements financiers constituent des renseignements personnels que AIG peut recueillir, utiliser et dans certaines circonstances, si nécessaire, divulguer, dans le cadre de la fourniture de services d'assurance et dans le cours normal de ses affaires. L'expression « renseignements personnels » n'inclut pas le nom, le titre, l'adresse, le numéro de téléphone ou de facsimile d'un employé d'une organisation.

Les présents *Principes de protection des renseignements personnels* peuvent être modifiés de temps à autre. Tout individu peut en obtenir notre version la plus récente disponible au [www.aig.com](http://www.aig.com) ou en communiquant avec nous à l'adresse indiquée ci-après au chapitre intitulé « *Communiquer avec l'Agent aux renseignements personnels* ».

#### **1. Consentement et renseignements personnels**

AIG obtient le consentement pour la cueillette, l'utilisation et la divulgation de renseignements personnels, sauf dans les cas où la loi interdit de le faire. En faisant l'acquisition de produits et services de AIG ou en présentant une demande d'indemnités, vous nous donnez votre consentement pour que nous effectuions la cueillette, l'utilisation et la divulgation de vos renseignements personnels, tel que décrit aux présents *Principes de protection des renseignements personnels*. AIG se fie à l'avis du courtier lorsque le courtier d'assurance indique à AIG que le Client nous a donné son consentement pour la cueillette des renseignements.

Le consentement peut être obtenu par AIG et par ses sociétés affiliées directement ou par l'entremise du courtier, d'un expert en sinistres, d'un enquêteur ou d'un avocat, lorsque les renseignements personnels sont recueillis pour les fins d'une réclamation.

Un individu peut refuser de consentir à la cueillette et à l'utilisation de renseignements personnels à des fins d'assurance ou retirer son consentement, mais dans de tels cas, les produits d'assurance et les services connexes, les indemnités et l'évaluation des réclamations peuvent être limités ou terminés.

#### **2. La cueillette des renseignements personnels**

Dans la mesure du possible, nous recueillons les renseignements directement de l'individu concerné, sur les propositions d'assurance et par le biais d'interactions directes avec nous. Nous recueillons également des renseignements de diverses autres sources telles que : les courtiers d'assurance, les experts en sinistres ou autres intermédiaires, les tiers administrateurs, le gouvernement, les associations de l'industrie et autres entités qui détiennent des renseignements à propos de vous. Par exemple, lorsque c'est permis par la loi et afin



de nous aider dans la souscription de votre proposition d'assurance, nous pouvons obtenir votre dossier de conduite, l'historique de vos réclamations et/ou vos antécédents en matière de crédit.

### **3. L'utilisation des renseignements personnels**

En règle générale, nous recueillons et utilisons les renseignements personnels à des fins d'assurance telles que: l'évaluation des risques, le traitement des propositions d'assurance, la tarification, l'administration des produits d'assurance, l'investigation et la gestion des réclamations. AIG utilise également les renseignements personnels aux fins de détection et de prévention de la fraude, afin de compiler des statistiques, vérifier et fournir des renseignements aux associations de l'industrie d'assurance, faire rapport aux entités de réglementation ou aux entités de l'industrie conformément aux lois et aux pratiques de prudence de l'industrie d'assurance, et pour effectuer des études de marché. Cela peut également inclure la cueillette et la divulgation de renseignements personnels à propos de tierces parties relativement à des réclamations présentées contre des Clients de AIG.

### **4. L'utilisation des renseignements personnels à des fins de commercialisation**

AIG peut recueillir et utiliser des renseignements personnels à des fins de commercialisation, telles que l'identification et la communication avec des individus qui sont le plus susceptibles de porter un intérêt aux produits et services de AIG. AIG peut aussi divulguer des renseignements personnels à ses filiales pour être utilisés à des fins de commercialisation, pour vous offrir leurs produits et services qui peuvent présenter un intérêt pour vous. Vous pouvez choisir de ne pas nous permettre ou, dans l'alternative, de ne pas permettre à nos filiales de recueillir, d'utiliser ou de divulguer des renseignements personnels à des fins de commercialisation, auquel cas nous recueillerons, utiliserons et divulguerons les renseignements personnels à des fins d'assurance et conformément à nos droits et obligations contractuels, mais nous n'utiliserons ni ne divulguerons les renseignements personnels à des fins de commercialisation. Nous n'enverrons pas des offres de garantie améliorée ou supplémentaire, des offres spéciales et du publipostage promotionnel et des offres de produits et services supplémentaires de nos filiales. Veuillez vous référer au chapitre des présents *Principes de protection des renseignements personnels* intitulé « *Communiquer avec l'Agent aux renseignements personnels* », pour obtenir des renseignements sur la façon de refuser ou de retirer le consentement à l'utilisation de renseignements personnels à des fins de commercialisation.

### **5. Exactitude de vos renseignements personnels**

AIG maintient des procédures afin de s'assurer que les renseignements que nous recueillons et utilisons sont exacts, à jour, et aussi complets que possible. Cependant, nous nous fions aux individus pour qu'ils nous dévoilent tous les renseignements significatifs et nous informent de tous changements requis. Sur présentation d'une preuve d'admissibilité, une demande de correction des renseignements en notre possession peut être présentée en communiquant avec l'Agent aux renseignements personnels à l'adresse indiquée ci-après au chapitre intitulé « *Communiquer avec l'Agent aux renseignements personnels* ».

### **6. La sauvegarde de vos renseignements**

Nous appliquons les dispositifs de sécurité appropriés à nos réseaux informatiques et à nos dossiers physiques et nous limitons l'accès aux renseignements personnels aux employés de AIG, aux administrateurs autorisés, aux réassureurs, aux conseillers ou aux représentants en assurance qui ont besoin desdits renseignements pour leur permettre de souscrire, se prononcer sur ou appliquer des produits et des services d'assurance.

### **7. Divulgation de renseignements personnels**

Les renseignements personnels sont obtenus et échangés tant avec les compagnies d'assurance affiliées qu'avec les compagnies indépendantes, avec les réassureurs et les organisations de l'industrie de l'assurance au moment d'évaluer une proposition d'assurance et tout renouvellement, prolongation, modification ou résiliation de tout contrat déjà émis, ainsi que dans l'éventualité d'une réclamation, dans la mesure nécessaire pour les fins statistiques de l'industrie ou pour évaluer et tarifer un risque spécifique, déterminer le statut de la couverture, et investiguer les réclamations. Nous partageons également des renseignements afin de lutter contre la fraude; là où c'est permis ou requis par la loi; ou, à la demande des organismes gouvernementaux de réglementation.

Il arrive parfois que AIG retienne les services d'une compagnie affiliée, d'un tiers indépendant ou d'un réassureur (« administrateur autorisé ») pour remplir pour notre compte certaines fonctions à l'appui des produits et services que nous offrons. Ces fonctions pourraient inclure la souscription, l'offre ou l'application des produits et services d'assurance de AIG ou toutes réclamations connexes. En conséquence, dans certains cas, des renseignements personnels seront fournis à ces compagnies affiliées ou à ces tiers dans la mesure nécessaire pour l'exécution de ces services spécifiques de réassurance, de souscription, de commercialisation, de

consultation, d'administration, de réadaptation, de réclamations, d'investigation ou tout autre service connexe. AIG oblige ces compagnies affiliées et ces tiers à utiliser et à prendre des mesures afin de protéger les renseignements personnels conformément aux exigences des présents *Principes de protection des renseignements personnels*.

Certains administrateurs autorisés peuvent se trouver aux États-Unis d'Amérique ou dans un autre pays étranger autre que le Canada et dans ces cas, les renseignements personnels seront sujets à divulgation conformément aux lois de la juridiction en question. En faisant une proposition pour les produits et services de AIG ou en faisant l'acquisition desdits produits et services, vous consentez par les présentes à ce que les administrateurs autorisés se trouvant à l'extérieur du Canada accèdent à vos renseignements personnels, les traitent ou les conservent (selon le cas) et les divulguent tel que requis par les lois applicables à leur juridiction.

Nous ne vendons pas nos listes de clients ou autres renseignements personnels.

## **8. Conservation et accès à vos renseignements personnels**

Nous gardons vos renseignements personnels pour les fins décrites aux présents Principes de protection des renseignements personnels, mais seulement pour la période de temps nécessaire pour les fins de souscrire, se prononcer sur ou appliquer les produits et les services d'assurance et pour remplir nos obligations légales et contractuelles. Les renseignements personnels sont stockés à l'un de nos bureaux au Canada ou à un emplacement de l'une de nos sociétés affiliées aux États-Unis, tel que requis et défini aux termes de la Divulgence des Renseignements personnels ci-dessus. L'accès à vos renseignements personnels est limité à nos employés, mandataires et fournisseurs de services qui ont besoin d'y avoir accès afin de faire leur travail ou de nous fournir des services. Compte tenu de la nature de la garantie et du risque permanent de réclamations potentielles auquel nous sommes exposés, lorsqu'il est nécessaire et lorsque requis par la loi, certains renseignements que nous recueillons à des fins d'assurance sont conservés indéfiniment.

Sur présentation d'une preuve d'admissibilité, une demande d'accès aux renseignements en notre possession peut être présentée en communiquant avec l'Agent aux renseignements personnels à l'adresse indiquée ci-après au chapitre intitulé « *Communiquer avec l'Agent aux renseignements personnels* ». Le droit d'accès aux renseignements n'est pas absolu; en conséquence, AIG peut refuser une demande d'accès si les renseignements qui sont sous notre contrôle font l'objet de restrictions juridiques ou de droits de refus par AIG, tels que :

- des renseignements qui sont assujettis à un privilège juridique;
- des renseignements qui révéleraient des renseignements personnels au sujet d'une tierce partie;
- des renseignements qui pourraient compromettre l'investigation d'une réclamation;
- des renseignements qui constituent des renseignements confidentiels de nature commerciale; et
- des renseignements personnels sur la santé qui ne nous ont pas été fournis directement par l'individu qui demande l'accès.

Nous pouvons facturer à l'avance des frais raisonnables pour copier et expédier les renseignements que vous avez demandés et auxquels vous avez un droit d'accès.

## **9. Communiquer avec l'Agent aux renseignements personnels**

Les demandes de renseignements supplémentaires, d'accès aux renseignements personnels ou toutes préoccupations relatives à la façon dont nous traitons vos renseignements avec AIG devraient être adressées à notre Agent aux renseignements personnels comme suit :

L'Agent aux renseignements personnels  
Compagnie d'assurance AIG du Canada  
145, rue Wellington ouest  
Toronto (ON) M5J 1H8  
Canada  
Sans frais : 1-800-387-4481

Veuillez également vous référer à la section sur la « Satisfaction de la clientèle » sur notre site web principal au [www.aig.com](http://www.aig.com).

## 10. Pratiques de protection des renseignements personnels à l'égard de notre site Web

Des renseignements non personnels sont recueillis pour suivre le nombre total de visiteurs qui accèdent à ce site, les pages qu'ils consultent et le temps qu'ils passent à consulter ces pages. Ces renseignements sont utilisés dans leur forme globale pour nous aider à améliorer notre site. Ces renseignements sont utilisés exclusivement à des fins internes.

Les renseignements personnels qui peuvent identifier un individu, tels que son nom, son adresse ou des renseignements sur son contrat d'assurance, sont recueillis uniquement lorsqu'ils sont fournis volontairement et uniquement pour les fins de négocier l'achat d'assurance. Nous ne partagerons pas des renseignements personnels, sauf tel que par ailleurs requis ou permis par la loi. AIG peut utiliser les renseignements qui lui sont soumis pour répondre à une question. Il se peut aussi qu'un membre spécifique de la compagnie AIG Property Casualty Inc. soit mieux placé pour répondre adéquatement à la question et elle peut être acheminée à la compagnie membre en question. Cette compagnie utilisera les renseignements pour répondre à la question.

Notre site Web utilise des fichiers témoins pour permettre de sélectionner plus facilement un emplacement privilégié et l'affichage d'une page d'accueil par défaut et donner accès aux liens visités récemment (tels que des produits, des services et des pages individuelles). Ces fichiers témoins permettent également à AIG de garder en mémoire les pages que vous avez visitées récemment afin que nous puissions afficher les renseignements destinés aux individus de façon plus efficace. Si un individu désactive des fichiers témoins sur son navigateur, le site ne se souviendra pas de certaines préférences fonctionnelles. Les individus ne pourront pas accéder à l'affichage d'un emplacement privilégié, à l'affichage d'une page d'accueil par défaut personnalisée, ou aux liens qui ont été récemment visités.

Nous pouvons partager des renseignements sur les fichiers témoins avec les compagnies membres de la compagnie AIG Property Casualty Inc., des partenaires commerciaux et des fournisseurs de services pour que nous puissions continuer à améliorer ce site et les services qui sont offerts. Nous recueillons et nous partageons ces renseignements uniquement dans un format global qui ne permet pas une identification personnelle. Nous pouvons également utiliser un service qui recueille les données à distance en utilisant des balises ou des signets web enfouis dans le contenu de notre site. On compte parmi les données que nous recueillons le système d'exploitation et le navigateur que les individus utilisent, la façon dont les individus naviguent vers et à travers notre site et le temps que les individus passent sur nos pages web. Ces renseignements sont anonymes et n'incluent pas le nom d'un individu, son adresse électronique ou tous autres renseignements permettant de communiquer avec l'individu. Nous partageons ces renseignements avec d'autres compagnies membres de la compagnie AIG Property Casualty Inc., et avec notre fournisseur indépendant, Omniture, Inc. (« Omniture »). Omniture nous fournit des rapports sur ces données globales et anonymes. Nous utilisons ces données pour améliorer notre site en donnant suite aux intérêts de nos usagers et en fournissant des renseignements plus pertinents et plus utiles. Pour en savoir plus à propos des normes de protection des renseignements personnels de Omniture et l'utilisation des balises web, veuillez vous rendre au: <http://www.omniture.com/en/privacy>.

Veillez noter que lorsqu'un individu utilise un lien vers notre site web ou tout autre site web, l'opérateur de cet autre site web (qu'il s'agisse de AIG, d'une compagnie membre de la compagnie AIG Property Casualty Inc., ou d'une tierce partie) peut recueillir des renseignements sur cet individu, notamment par le biais des fichiers témoins ou d'autres technologies. De plus, le fournisseur Internet ou d'autre(s) fournisseur(s) de services peuvent recueillir des renseignements au sujet des individus ou soumis par des individus qui utilisent notre site web ou tout autre site web. Les individus reconnaissent que la cueillette de renseignements ou les pratiques sur la protection des renseignements personnels de toute autre partie, incluant les compagnies membres de la compagnie AIG Property Casualty Inc., ne sont pas surveillées ou contrôlées par AIG et AIG n'est pas responsable de tels sites web. Les liens sur notre site web vers d'autres sites web sont fournis uniquement pour des raisons de commodité et le fait d'inclure ces liens ne signifie pas que nous endossons les sites où mènent ces liens. Les individus devraient examiner les politiques de protection des renseignements personnels de tout autre site qu'ils visitent afin de comprendre la façon dont leurs renseignements sont recueillis et utilisés.

Nonobstant les renseignements stipulés ci-haut, nous nous réservons le droit de stocker et de divulguer des renseignements à des tierces parties dans les circonstances suivantes : lorsque la loi le permet (par exemple pour se conformer aux lois ou répondre à des autorités gouvernementales); à des conseillers juridiques; et pour protéger les droits, les biens, la sûreté ou la sécurité de AIG, des compagnies membres de la compagnie AIG Property Casualty Inc., des visiteurs du site web ou du public.



**CUSTOMER ADVISORY  
REGARDING THE ENFORCEMENT OF  
ECONOMIC EMBARGOES AND TRADE SANCTIONS**

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This Trade Sanction Advisory is part of AIG Insurance Company of Canada comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

**WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION**

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

**OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS**

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

**POTENTIAL ACTIONS BY US**

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.



**AVIS À LA CLIENTÈLE  
CONCERNANT L'APPLICATION DES  
EMBARGOS ÉCONOMIQUES ET DES SANCTIONS COMMERCIALES**

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Le présent avis concernant les sanctions commerciales fait partie du programme intégré de conformité de Compagnie d'Assurance AIG du Canada et vise à rappeler les exigences juridiques actuelles applicables quant aux sanctions commerciales.

Vos droits à titre de titulaire de police et les paiements qui sont dus à vous, à un assuré ou à un demandeur, à la suite d'un sinistre aux termes de la présente police, peuvent être touchés par l'administration et l'application d'embargos économiques et de sanctions commerciales qui sont applicables contre vous ou contre un assuré, un demandeur ou l'assureur et leurs entités contrôlantes (ci-après appelées les « sanctions commerciales »).

**DÉFINITION D'UN EMBARGO ÉCONOMIQUE OU D'UNE SANCTION COMMERCIALE**

Un pays impose des sanctions commerciales lorsqu'il prend des mesures juridiques pour restreindre ou interdire le commerce, les services ou d'autres activités économiques avec un pays, une entité ou une personne en particulier. Par exemple, le Parlement du Canada a adopté une législation permettant l'imposition de sanctions commerciales en vertu de la *Loi sur les Nations Unies*, de la *Loi sur les mesures économiques spéciales* et de certaines dispositions de la *Loi sur les licences d'exportation et d'importation*.

Selon l'identité, le domicile, le lieu de constitution ou la nationalité du titulaire de police, de l'assuré, du demandeur, de l'assureur ou de la société mère et de l'entité contrôlante finale du titulaire de police, de l'assuré, du demandeur ou de l'assureur, ou selon le pays où le sinistre a eu lieu, des sanctions commerciales imposées par des pays étrangers, notamment les États-Unis d'Amérique, peuvent s'appliquer. L'application de sanctions pourrait nécessiter la saisie ou le gel d'un bien, notamment de l'indemnité d'assurance.

Les sanctions commerciales actuelles peuvent être modifiées et de nouvelles sanctions commerciales peuvent être imposées à tout moment.

**OBLIGATIONS NOUS INCOMBANT EN RAISON DE SANCTIONS COMMERCIALES**

Si vous ou un assuré, un assuré supplémentaire, un bénéficiaire ou un demandeur êtes sur une liste d'interdiction ou êtes liés à un pays, à une entité ou à une personne faisant l'objet d'une sanction ou à une activité interdite, visé par la sanction commerciale pertinente, nous pourrions devoir nous conformer aux exigences de la sanction commerciale applicable, qui, par exemple, peut inclure le blocage ou le gel d'un bien ou du paiement de fonds et la déclaration de cette mesure aux autorités compétentes dans les délais prescrits, le cas échéant.

**MESURES ÉVENTUELLES DE NOTRE PART**

Selon les exigences de la sanction commerciale pertinente :

1. Nous pourrions être tenus de résilier immédiatement votre couverture, avec prise d'effet le jour où nous estimons que nous avons fait affaires avec une personne ou une entité associée à votre police qui se trouve sur une liste d'interdiction ou liée à un pays visé par la sanction commerciale pertinente.
2. Si nous résilions votre couverture, vous ne recevrez peut-être pas un remboursement de prime si la sanction commerciale applicable ne le permet pas. Tous les fonds bloqués ou gelés seront placés dans un compte bloqué portant intérêt ouvert auprès d'une institution financière.
3. Il est possible que nous ne puissions pas régler un sinistre, accepter une prime ou échanger de l'argent ou des biens de quelque sorte que ce soit lorsque la personne, l'entité ou la société intéressée (y compris une banque) se trouve sur une liste d'interdiction, est liée à un pays sanctionné ou exerce des activités dans un pays visé par la sanction commerciale pertinente. De plus, il pourrait nous être impossible de défendre ou d'indemniser par ailleurs aux termes de votre police des personnes, des entités ou des sociétés qui se trouvent sur une liste d'interdiction, sont liées à un pays sanctionné ou exercent des activités dans un pays visé par la sanction commerciale pertinente.



Canadian Head Office  
145 Wellington Street West  
Toronto, ON M5J 1H8

**AIG Insurance Company of Canada**  
(herein called the Insurer)

**NOT-FOR-PROFIT INDIVIDUAL AND ORGANIZATION INSURANCE POLICY  
INCLUDING EMPLOYMENT PRACTICES LIABILITY INSURANCE**

***NOT-FOR-PROFIT PROTECTOR<sup>sm</sup>***

Replacement of Policy No.: 01 106 24 86

Policy No.: 04 540 69 73

**NOTICE:** EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS GENERALLY LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

**NOTICE:** THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENCE. AMOUNTS INCURRED FOR LEGAL DEFENCE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

**NOTICE:** THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND. HOWEVER, THE INSURED MAY UNDER CERTAIN CONDITIONS TENDER THE DEFENCE OF A CLAIM. IN ALL EVENTS, THE INSURER MUST ADVANCE DEFENCE COSTS PAYMENTS PURSUANT TO THE TERMS HEREIN PRIOR TO THE FINAL DISPOSITION OF A CLAIM.

**DECLARATIONS**

- ITEM 1. NAMED ORGANIZATION: Canadian Hockey Association dba Hockey Canada
- MAILING ADDRESS: Father David Bauer Arena, 2424 University Drive, Calgary, Alberta T2N 3Y9
- JURISDICTION OF INCORPORATION  
OF THE NAMED ORGANIZATION (Provincial or Federal): Canada
- ITEM 2. SUBSIDIARY COVERAGE: any past, present or future Subsidiary of the Named Organization
- ITEM 3. POLICY PERIOD: From: September 1, 2014 To: September 1, 2017  
(12:01 A.M. standard time at the address stated in Item 1.)
- ITEM 4. LIMIT OF LIABILITY: \$10,000,000 aggregate for each Policy Year Coverages A, B and C combined  
(including Defence Costs)
- ITEM 5. RETENTION:
- A. Judgments, Settlements and Defence  
Costs (Non-Indemnifiable Loss or

Indemnifiable Loss incurred solely by Organizations in Financial Insolvency) None

B. Judgments, Settlements and Defence Costs (Coverage C and all other Indemnifiable Loss) \$500 for Loss arising from Claims alleging the same Wrongful Act or related Wrongful Acts (waivable under Clause 6 in certain circumstances)

ITEM 6. CONTINUITY DATES:

A. Coverages A & B: July 1, 2006  
B. Coverage C: July 1, 2006

ITEM 7. A. PREMIUM:

1 Year Premium \$ included in premium for policy #04 540 69 70  
3 Year Premium Prepaid n/a  
3 Year Installments payable each anniversary 1<sup>st</sup> \$ included in premium for policy #04 540 69 70 inception  
2<sup>nd</sup> \$ included in premium for policy #04 540 69 70  
3<sup>rd</sup> \$ included in premium for policy #04 540 69 70

B. ADDITIONAL PREMIUM FOR PUNITIVE, EXEMPLARY AND MULTIPLIED DAMAGES: \$ included (included in above)

(No punitive damages coverage provided: )

ITEM 8. NAME AND ADDRESS OF INSURER ("Insurer"):  
(This policy is issued only by the insurance company indicated below.)

AIG Insurance Company of Canada  
145 Wellington Street West  
Toronto, Ontario M5J 1H8

PRODUCER: B.F. Lorenzetti & Associés Inc.  
2001, Avenue McGill College Bureau 2200  
Montréal, QC H3A 1G1

All limits of insurance, premiums and other sums of money as expressed in this policy are in Canadian currency unless otherwise stated in writing.

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Insurer to all the terms of this Policy

President & Chief Executive Officer  
AIG Insurance Company  
of Canada

Toronto, Ontario  
Signed At

September 3, 2014  
Date



**CUSTOMER ADVISORY  
REGARDING THE ENFORCEMENT OF  
ECONOMIC EMBARGOES AND TRADE SANCTIONS**

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This Trade Sanction Advisory is part of AIG Insurance Company of Canada comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

**WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION**

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

**OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS**

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

**POTENTIAL ACTIONS BY US**

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.



**NOT-FOR-PROFIT INDIVIDUAL AND ORGANIZATION INSURANCE POLICY  
INCLUDING EMPLOYMENT PRACTICES LIABILITY INSURANCE**

**NOT-FOR-PROFIT PROTECTOR®**

In consideration of the payment of the premium, and in reliance upon the statements made to the Insurer by application forming a part hereof and its attachments and the material incorporated therein, the insurance company designated in Item 8 of the Declarations, herein called the "Insurer", agrees as follows:

**1. INSURING AGREEMENTS**

**COVERAGE A: INDIVIDUAL INSURED INSURANCE**

This policy shall pay on behalf of each and every Individual Insured Loss arising from a Claim first made against such Individual Insured during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act in his/her respective capacities as an Individual Insured of the Organization, except when and to the extent that the Organization has indemnified the Individual Insured. The Insurer shall, in accordance with and subject to Clause 8, advance Defence Costs of such Claim prior to its final disposition.

**COVERAGE B: ORGANIZATION INDEMNIFICATION REIMBURSEMENT INSURANCE**

This policy shall pay on behalf of the Organization Loss arising from a Claim first made against an Individual Insured during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act in his/her respective capacities as an Individual Insured of the Organization, but only when and to the extent that the Organization has indemnified such Individual Insured for such Loss pursuant to law, common or statutory, or contract, or the Charter or By-laws of the Organization duly effective under such law which determines and defines such rights of indemnity. The Insurer shall, in accordance with and subject to Clause 8, advance Defence Costs of such Claim prior to its final disposition.

**COVERAGE C: ORGANIZATION ENTITY COVERAGE**

This policy shall pay on behalf of the Organization Loss arising from a Claim first made against the Organization during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act of the Organization. The Insurer shall, in accordance with and subject to Clause 8, advance Defence Costs of such Claim prior to its final disposition.

**DEFENCE PROVISIONS**

The Insurer does not assume any duty to defend; provided, however, the Named Organization may at its sole option, and in accordance with Clause 8, tender to the Insurer the defence of a Claim for which coverage is provided by this policy. Regardless of whether the defence is so tendered, the Insurer shall advance Defence Costs (excess of the Retention amount) of such Claim prior to its final disposition. Selection of counsel to defend a "Class Action Claim", as defined in Clause 9, shall be made in accordance with Clause 9 of the policy.

**2. DEFINITIONS**

- (a) "Affiliate" shall mean any not for profit organization other than a Subsidiary which:
- (1) the Named Organization or any Subsidiary controls or otherwise has the ability to direct the financial or managerial decisions of such entity, whether through the operation of law, contract or agreement, stock ownership or membership, charter, articles of incorporation, or by-law provisions; or

- (2) is granted by contract the right to control the financial or managerial decisions of the Organization or any Subsidiary.

Provided, however that such coverage as is provided by sections (1) and (2) above shall be limited solely to Wrongful Acts occurring in the course of the exercise of such control of financial or managerial decisions.

- (b) "Claim" means:
- (1) a written demand for monetary relief; or
  - (2) a civil, criminal, regulatory or administrative proceeding for monetary or non-monetary relief which is commenced by:
    - (i) service of an originating legal process or similar pleading; or
    - (ii) return of an information or criminal charge; or
    - (iii) receipt or filing of a notice of charges; or
  - (3) any request to toll or waive any statute of limitations.

The term "Claim" shall include an Employment Practices Claim, provided however, that in no event shall the term "Claim" include any labor or grievance proceeding which is subject to a collective bargaining agreement.

- (c) "Continuity Date" means the date set forth in:
- (1) Item 6A of the Declarations with respect to all coverages other than Coverage C; or
  - (2) Item 6B of the Declarations with respect to Coverage C only.
- (d) "Defence Costs" means reasonable and necessary fees, costs and expenses consented to by the Insurer (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defence and appeal of a Claim against the Insureds, but excluding salaries of Individual Insureds.
- (e) "Employee(s)" means any past, present or future employee of the Organization, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any full-time, part-time, seasonal and temporary Employee of the Organization in his or her capacity as such.
- (f) "Employment Practices Claim" means a Claim alleging an Employment Practices Violation.
- (g) "Employment Practices Violation(s)" means any actual or alleged:
- (1) wrongful dismissal, discharge or termination (either actual or constructive) of employment;
  - (2) sexual harassment or workplace harassment of any kind
  - (3) discrimination;
  - (4) Retaliation (including lockouts);
  - (5) employment-related misrepresentation(s) to an Employee or applicant for employment with the Organization;
  - (6) employment-related libel, slander, humiliation, defamation or invasion of privacy;
  - (7) wrongful failure to employ or promote;
  - (8) wrongful deprivation of career opportunity, wrongful demotion or negligent Employee evaluation, including the giving of negative or defamatory statements in connection with an employee reference;

- (9) wrongful discipline;
- (10) failure to grant tenure;
- (11) failure to provide or enforce adequate or consistent corporate policies and procedures relating to any Employment Practices Violation;
- (12) violation of an individual's human rights relating to any of the above,

but only if the Employment Practices Violation relates to an Individual Insured, or applicant for employment, with the Organization or an Outside Entity, whether direct, indirect, intentional or unintentional.

- (h) "Financial Insolvency" means: (1) entering into proceedings in bankruptcy or (2) the taking of control, the supervision of, or the managing or liquidating the financial affairs of such entities by a receiver, conservator, liquidator, trustee, rehabilitator, or similar official.
  - (i) "Individual Insured(s)" means a past, present or future duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head, committee member (of a duly constituted committee of the Organization), staff or faculty member (salaried or non-salaried), Employee or volunteer of the Organization. Coverage will automatically apply to all new persons who become Individual Insureds after the inception date of this policy.
  - (j) "Insured(s)" means the Organization and all Individual Insureds.
  - (k) "Loss" means damages, judgments, settlements, pre- and post-judgment interest and Defence Costs; however, Loss shall not include: (1) civil or criminal fines or penalties imposed by law; (2) taxes; (3) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; (4) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.
- If an additional premium is stated in Item 7B of the Declarations page, then Loss shall specifically include, (subject to the policy's other terms, conditions and exclusions) punitive, exemplary and aggravated damages. It is further understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive, exemplary and multiple damages. If an additional premium is not stated in Item 7B of the Declarations, then Loss shall not include punitive, exemplary damages or aggravated damages. In all events, coverage shall not be provided to any particular Insured who has been adjudicated to have obtained a profit or advantage or committed a fraudulent or dishonest act or a willful violation of any statute, rule or law.
- (l) "No Liability" means: (1) a final judgment of no liability obtained prior to trial, in favor of all Insureds, by reason of a motion to dismiss or motion for summary judgment, after the exhaustion of all appeals; or (2) a final judgment of no liability obtained after trial, in favor of all Insureds, after the exhaustion of all appeals. In no event shall the term "No Liability" apply to a Claim made against an Insured for which a settlement has occurred.
  - (m) "Non-Employment Discrimination" means any actual or alleged sexual harassment or unlawful discrimination, as described in paragraphs (2) and (3) of the definition of Employment Practices Violation, or the violation of the civil rights of a person relating to such sexual harassment or discrimination, when such acts are alleged to be committed against anyone other than an Individual Insured, or applicant for employment with the Organization or an Outside Entity, including, but not limited to: students, patients, members, customers and suppliers.
  - (n) The "Organization" means: (1) the Named Organization designated in Item 1 of the Declarations; (2) any Subsidiary thereof; and (3) any Affiliate thereof listed by endorsement to this policy.
  - (o) "Outside Entity" means:

- (1) in Canada a charitable organization as defined in section 149.1 1 (b) of the Income Tax Act, R.S.C. 1985 (5th Supp.); or
- (2) in the United States a not-for-profit organization under section 501 (c) (3) of the Internal Revenue Code of 1986 (as amended).

Such coverage as is provided by this policy shall be specifically excess of any insurance in force as respects such Outside Entity and any indemnification provided by such Outside Entity.

- (p) "Policy Period" means the period of time from the inception date shown in Item 3 of the Declarations to the earlier of the expiration date shown in Item 3 of the Declarations or the effective date of cancellation of this policy.
- (q) "Policy Year" means a period of one year, within the Policy Period, commencing each year on the day and hour first named in Item 3. of the Declarations, or if the time between the effective date or anniversary and termination of the Policy is less than one year, then such lesser period.
- (r) "Related Wrongful Acts" shall mean Wrongful Acts which are the same, related or continuous, or Wrongful Acts which arise from a common nucleus of facts. Claims can allege Related Wrongful Acts regardless of whether such Claims involve the same or different claimants, Insureds or legal causes of action.
- (s) "Retaliation" means a wrongful act of an *Insured* relating to or alleged to be in response to any of the following activities: (1) the disclosure or threat of disclosure by an employee to a superior or to any governmental agency of an act by an *Insured* which act is alleged to be a violation of any federal, provincial, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (2) the actual or attempted exercise by an employee of any right that such employee has under law, including rights under workers' compensation laws, the Canada Labour Code, R.S.C. 1985, c. L-2, the Canadian Human Rights Act, R.S.C. 1985, c. H-6, the Employment Equity Act, R.S.C. 1985, c. 23 (2nd supp.) or any law relating to employee rights; (3) employee strikes.
- (t) "Subsidiary" means:
  - a) any organization which, on or before the inception of the Policy Period, the Organization owns more than fifty percent (50%) of the voting interest, either directly, or indirectly through one or more of its Subsidiaries, or has, on or before the inception of the Policy Period, the right to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly through one or more of its Subsidiaries;
  - b) automatically any not for profit organization which becomes a Subsidiary during the Policy Period and where the book value of such entity's assets determined in accordance with Generally Accepted Accounting Principles ("GAAP") totals less than 30% of the similarly calculated assets of the Named Organization as of the inception date of the Policy Period; or
  - c) any for profit organization which becomes a Subsidiary during the Policy Period and where the book value of such entity's assets determined in accordance with "GAAP" totals less than 20% of the similarly calculated assets of the Named Organization as of the inception date of the Policy Period.

With regard to paragraphs b) and c) above, the Named Organization shall provide the Insurer with full particulars of the Subsidiary before the end of the Policy Period.

Any organization which becomes a Subsidiary during the Policy Period but exceeds the asset limitations stated in b) or c) above, ( hereinafter "New Subsidiary") shall be provided coverage under this policy, but only upon the condition that within 90 days after the date of its becoming a Subsidiary, the Named Organization shall have provided the Insurer with full particulars of the New Subsidiary and agreed to any additional premium or amendment of the provisions of this policy required by the Insurer relating to such New Subsidiary. Further, such coverage as shall be afforded to the New Subsidiary is conditioned upon the Named Organization paying when due any additional premium required by the Insurer relating to such New Subsidiary.

An organization becomes a Subsidiary when the Named Organization owns more than fifty percent (50%) of the voting interest, either directly, or indirectly through one or more of its Subsidiaries, or has, on or before the inception of the Policy Period, the right to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly through one or more of its Subsidiaries.

In all events, such coverage as is afforded under this policy with respect to a Claim made against any Subsidiary, or any Individual Insured of a Subsidiary, shall only apply for Wrongful Acts committed or allegedly committed after the effective time that such Subsidiary became a Subsidiary and prior to the time that such Subsidiary ceased to be a Subsidiary.

(u) "Wrongful Act" means:

- (1) with respect to Individual Insureds, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by such Individual Insureds in his/her respective capacities as such, or any matter claimed against such Individual Insured solely by reason of his/her status as Individual Insureds of the Organization;
- (2) with respect to the Organization under Coverage C, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by or on behalf of the Organization;
- (3) with respect to service on an Outside Entity, any matter claimed against such Individual Insureds arising out of such Insured serving as a director, trustee, trustee emeritus or governor of an Outside Entity in such capacity, but only if such service is at the specific written request or direction of the Organization;
- (4) with respect to both the Individual Insureds and the Organization and subject to paragraphs 1, 2 and 3 above, "Wrongful Act" shall specifically include:
  - (a) Employment Practices Claims;
  - (b) Non-Employment Discrimination;
  - (c) violation of the Competition Act or similar federal, provincial or local statutes or rules;
  - (d) libel, slander, defamation or publication or utterance in violation of an individual's right of privacy;
  - (e) wrongful entry or eviction or other invasion of the right of occupancy;
  - (f) false arrest or wrongful detention;
  - (g) plagiarism; and
  - (h) infringement of copyright or trademark or unauthorized use of title.

### 3. EXTENSIONS

Subject otherwise to the terms hereof, this policy shall cover Loss arising from any Claims made against the estates, heirs, or legal representatives of deceased Individual Insureds, and the legal representatives of Individual Insureds in the event of an Individual Insured's incompetency, insolvency or bankruptcy, who were Individual Insureds at the time the Wrongful Acts upon which such Claims are based were committed.

Subject otherwise to the terms hereof, this policy shall cover Loss arising from all Claims made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an Individual Insured for all Claims arising solely out of his or her status as the spouse of an Individual Insured, including a Claim that seeks damages recoverable from marital community property, property jointly held by the Individual Insured and the spouse, or property transferred from the Individual Insured to the spouse; provided, however, that this extension shall not afford coverage for any Claim for any actual or alleged Wrongful Act of the spouse, but shall apply only to Claims arising out of any actual or alleged Wrongful Acts of an Individual Insured, subject to the policy's terms, conditions and exclusions.

### 4. EXCLUSIONS

The Insurer shall not be liable to make any payment for Loss in connection with a Claim made against an Insured:

- (a) arising out of, based upon or attributable to the gaining in fact of any profit or advantage to which an Insured was not legally entitled;
- (b) arising out of, based upon or attributable to the committing in fact any criminal, or deliberate fraudulent act;

[The Wrongful Act of an Insured shall not be imputed to any other Insured for the purpose of determining the applicability of exclusions 4(a) and 4(b).]

- (c) alleging, arising out of, based upon or attributable to the facts alleged, or to the same or Related Wrongful Act alleged or contained in any Claim which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (d) alleging, arising out of, based upon or attributable to any pending or prior: (1) litigation; or (2) human rights tribunal proceeding or investigation (Federal or Provincial) of which an Insured had notice, as of the Continuity Date, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or human rights tribunal proceeding or investigation (Federal or Provincial);
- (e) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an Individual Insured serving in any capacity, other than with the Organization or as a director, trustee, trustee emeritus or governor of an Outside Entity;
- (f) which is brought by or on behalf of the Organization against any Individual Insured; provided however, this exclusion shall not apply to any derivative Claim made on behalf of the Organization by a member, a government body or any other such representative party if such action is brought and maintained independently of and without the solicitation of or assistance of, or active participation of or intervention of any Individual Insured or the Organization or any Affiliate thereof;
- (g) for any Wrongful Act arising out of an Individual Insured serving as a director, trustee, trustee emeritus or governor of an Outside Entity if such Claim is brought by the Outside Entity or by any director, trustee, trustee emeritus or governor thereof;

- (h) for bodily injury (other than emotional distress or mental anguish), disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;
- (i) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:
  - (1) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or
  - (2) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants,

including but not limited to a Claim alleging damage to the Organization or its members.

Pollutants include (but are not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed;

- (j) alleging, arising out of, based upon or attributable to a breach of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Canada Pension Benefits Standards Act, 1985, R.S.C. 1985, c. 32 (2nd Supp.), or the Ontario Pension Benefits Act, R.S.O. 1990, c. P.8 or by the Employee Retirement Security Act of 1974 (ERISA) and amendments, the Canada Labour Code, R.S.C. 1985, c. L-2, the Labour Adjustments Benefits Act, S.C. 1996, c. 23 or any federal or provincial workers' compensation legislation or any similar statutory or regulatory law.
- (k) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of an Insured under any express contract or agreement, express or implied, either oral or written, provided, however, that this exclusion shall not apply to liability which would have attached in the absence of such contract or agreement;
- (l) for any civil or criminal fines imposed by law and any taxes (whether imposed by federal, provincial, municipal, or other governmental authority);
- (m) alleging, arising out of, or in any way relating to any purchase or sale of securities by the Named Organization, Subsidiary or Affiliate or Claims brought by securities holders of the Organization in their capacity as such; provided, however, this exclusion shall not apply to the issuance by the Organization of tax exempt bond debt or Claims brought by tax exempt bond debt holders.

#### 5. **LIMIT OF LIABILITY (FOR ALL LOSS - INCLUDING DEFENCE COSTS)**

The Limit of Liability stated in Item 4 of the Declarations is the limit of the Insurer's liability for all Loss, under Coverage A, Coverage B and Coverage C combined, arising out of all Claims first made against the Insureds during a Policy Year or the Discovery Period (if applicable); however, the Limit of Liability for the Discovery Period shall be part of, and not in addition to, the Limit of Liability for the Policy Year in which the Discovery Period is elected. Further, any Claim which is made subsequent to a Policy Year or the Discovery Period (if applicable) which pursuant to Clause 7(b) or 7(c) is considered made during the Policy Year or Discovery Period shall also be subject to the one applicable aggregate Limit of Liability stated in Item 4 of the Declarations.

Defence Costs are not payable by the Insurer in addition to the Limit of liability. Defence Costs are part of Loss and as such are subject to the Limit of Liability for Loss.

This policy provides one aggregate Limit of Liability for each Policy Year. In no event shall the Limit of Liability for any one Policy Year exceed the aggregate Limit of Liability as stated in Item 4 of the Declarations.

## 6. RETENTION CLAUSE

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amount stated in Item 5(B) of the Declarations, such Retention amount to be borne by the Organization and shall remain uninsured, with regard to all Loss for which the Organization has indemnified or is permitted or required to indemnify the Individual Insureds ("Indemnifiable Loss") and Loss under Coverage C. A single Retention amount shall apply to Loss arising from all Claims alleging the same Wrongful Act or Related Wrongful Acts.

Except as hereinafter stated, no Retention shall apply to a Claim in the event of the Financial Insolvency of the Named Organization and all Subsidiaries or Affiliates which are permitted or required to indemnify the Individual Insured with regard to such Claim. Provided, however, the Organization hereby agrees to indemnify the Insureds to the fullest extent permitted by law taking all steps necessary in furtherance thereto, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract. The Named Organization and all Subsidiaries and Affiliates will be conclusively deemed to have indemnified the Individual Insureds to the extent that the Organization is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the Organization.

Further, no Retention shall apply to all coverages for any Claim which is in the form of a civil litigation for monetary relief, and the Insurer shall thereupon reimburse the Defence Costs paid by the Insured, in the event of:

- (1) a determination of No Liability of all Insureds; or
- (2) a dismissal or a stipulation to dismiss the civil litigation Claim without prejudice and without the payment of any consideration by any Insured;

provided, however, that in the case of (2) above, such reimbursement shall occur one hundred twenty (120) days after the date of dismissal or stipulation as long as the Claim is not re-brought (or any other Claim which is subject to the same single retention by virtue of Clause 6 is not brought) within ninety (90) days from the time of such dismissal or stipulation, and further subject to an undertaking by the Organization in a form acceptable to the Insurer that such reimbursement shall be paid back by the Organization to the Insurer in the event the Claim (or any other Claim which is subject to the same single retention by virtue of Clause 6) is brought after such 90 day period and before the expiration of the statute of limitations for such Claim.

## 7. NOTICE/CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to **AIG** Financial Lines Claims, 145 Wellington Street West, Toronto, Ontario, Canada M5J 1H8. If mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice. A Claim shall be considered to have been first made against an Insured when written notice of such Claim is received by any Insured, by the Named Organization on the behalf of any Insured or by the Insurer, whichever comes first.

- (a) The Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of any Claim made against an Insured as soon as practicable and either:
  - (1) anytime during the Policy Year or during the Discovery Period (if applicable); or
  - (2) within 30 days after the end of the Policy Year or the Discovery Period (if applicable), as long as such Claim is reported no later than 30 days after the date such Claim was first made against an Insured.
- (b) If written notice of a Claim has been given to the Insurer pursuant to Clause 7(a) above, then any Claim which is subsequently made against the Insureds and reported to the Insurer



alleging, arising out of, based upon or attributable to the facts alleged in the Claim for which such notice has been given, or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in the Claim of which such notice has been given, shall be considered made at the time such notice was given.

- (c) If during the Policy Period or during the Discovery Period (if applicable) the Insureds shall become aware of any circumstances which may reasonably be expected to give rise to a Claim being made against the Insureds and shall give written notice to the Insurer of the circumstances and the reasons for anticipating such a Claim, with full particulars as to dates, persons and entities involved, then any Claim which is subsequently made against the Insureds and reported to the Insurer alleging, arising out of, based upon or attributable to such circumstances or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given.

**8. DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)**

The Insurer does not assume any duty to defend. The Insureds shall defend and contest any Claim made against them.

Notwithstanding the foregoing, the Insureds shall have the right to tender the defence of any Claim to the Insurer, which right shall be exercised in writing by the Named Organization on behalf of all Insureds to the Insurer pursuant to Clause 7 of this policy. This right shall terminate if not exercised within 30 days of the date the Claim is first made against an Insured, pursuant to Clause 7 of the policy. Further, from the date the Claim is first made against the Insureds to the date when the Insurer accepts the tender of the defence of such Claim, the Insureds shall take no action, or fail to take any required action, that prejudices the rights of the Insureds or the Insurer with respect to such Claim. Provided that the Insureds have complied with the foregoing, the Insurer shall be obligated to assume the defence of the Claim, even if such Claim is groundless, false or fraudulent. The assumption of the defence of the Claim shall be effective upon written confirmation thereof sent by the Insurer to the Named Organization. Once the defence has been so tendered, the Insured shall have the right to effectively associate with the Insurer in the defence of such Claim, including, but not limited to, negotiating a settlement, subject to the provisions of this Clause 8. However, the Insurer shall not be obligated to defend such Claim after the Limit of Liability has been exhausted, or after an Insured's rejection of a Settlement Opportunity as described in this Clause 8.

When the Insurer has not assumed the defence of an Claim pursuant to this Clause 8, the Insurer shall advance nevertheless, at the written request of the Insured, Defence Costs prior to the final disposition of a Claim. Such advanced payments by the Insurer shall be repaid to the Insurer by the Insureds, severally according to their respective interests, in the event and to the extent that the Insureds shall not be entitled under the terms and conditions of this policy to payment of such Loss.

The Insureds shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any Defence Costs without the prior written consent of the Insurer. Only those settlements, stipulated judgments and Defence Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of this policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer, when it has not assumed the defence of a Claim pursuant to this Clause 8, shall be entitled to effectively associate in the defence and the negotiation of any settlement of any Claim, and provided further that in all events the Insurer may withhold consent to any settlement, stipulated judgment or Defence Costs, or any portion thereof, to the extent such Loss is not covered under the terms of this policy.

The Insurer shall have the right to effectively associate with the Insureds in the defence of any Claim that appears reasonably likely to involve the Insurer, including but not limited to negotiating a settlement. The Insureds shall give the Insurer full cooperation and such information as it may reasonably require.

If the Insurer recommends a settlement within the policy's applicable Limit of Liability which is acceptable to the claimant (a "Settlement Opportunity"), and the Insureds consent to such settlement, then the Organization's applicable Retention amount shall be retroactively reduced by ten percent (10%) for such Loss. It shall be a condition to such reduction that the Insureds must consent to such settlement within thirty (30) days of the date the Insureds are first made aware of the Settlement Opportunity, or in the case of a Settlement Opportunity which arises from a settlement offer by the claimant, then within the time permitted by the claimant to accept such settlement offer, but in all events no later than thirty (30) days after the settlement offer was made.

However, if a Settlement Opportunity arises and the Insureds do not consent to the settlement within the time prescribed above, the Retention amount shall remain the applicable amount set forth in Item 5 of the Declarations even if consent is given to a subsequent Settlement Opportunity.

Furthermore, in the event the Insureds do not consent to the first Settlement Opportunity within the time prescribed, then the Insurer's liability for all Loss on account of such Claim shall not exceed: (1) the amount for which the Insurer could have settled such Claim plus Defence Costs incurred as of the date such settlement was proposed in writing by the Insurer, ("Settlement Opportunity Amount") plus (2) 50% of covered Loss in excess of such Settlement Opportunity Amount subject to the policy's Limit of Liability. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the Retention amount stated in Item 5 of the Declarations.

#### **9. PRE-AUTHORIZED CLASS ACTION DEFENCE ATTORNEYS**

Only with respect to a Claim filed as a class action in the United States (hereinafter referred to as a "Class Action Claim").

The Insurer has a list of Panel Counsel law firms ("Panel Counsel Firms") from which a selection of legal counsel may be made to conduct the defence of any Class Action Claim against an Insured pursuant to the terms set forth below.

In the event the Insurer has assumed the defence pursuant to Clause 8 of this policy, then the Insurer shall be obligated to select a Panel Counsel Firm to defend the Insureds. In the event the Insureds are already defending a Class Action Claim, then the Insureds may at their option select a Panel Counsel firm to defend the Insureds. If the Insured does not select a Panel Counsel firm, such non-Panel Counsel firm selection shall be subject to the Insurer's consent, which consent shall not be unreasonably withheld.

The selection of the Panel Counsel Firm, when done by the Insurer, shall be from the jurisdiction in which the Class Action Claim is brought.

The list of Panel Counsel Firms may be amended from time to time by the Insurer. However, no change shall be made to the specific list attached to this policy during the Policy Period without the consent of the Named Organization.

#### **10. DISCOVERY CLAUSE**

Except as indicated below, if the Named Organization shall cancel or the Insurer or the Named Organization shall refuse to renew this policy, the Named Organization, upon payment of the respective "Additional Premium Amount" described below, shall have the right to a period of one, two or three years after the effective date of such cancellation or nonrenewal (herein referred to as the "Discovery Period") in which to give to the Insurer written notice of Claims first made against the Insureds during the selected period for any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or nonrenewal. The Additional Premium Amount for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

The Additional Premium Amount for: (1) one year shall be 40% of the "full annual premium"; (2) two years shall be 75% of the "full annual premium"; (3) three years shall be 100% of the "full annual premium". As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction, as defined in Clause 12, the Named Organization shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Wrongful Acts occurring prior to the effective time of the Transaction) for a period of no less than six years or for such longer or shorter period as the Named Organization may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

#### 11. CANCELLATION CLAUSE

This policy may be cancelled by the Named Organization only by mailing written prior notice to the Insurer or by surrender of this policy to the Insurer or its authorized agent. If this policy is cancelled by the Named Organization, the Insurer shall retain the customary short rate proportion of the premium herein. However, if the Policy Period as designated in Item 3. of the Declarations is more than one year, this policy may not be cancelled by the Named Organization.

This policy may be cancelled by or on the behalf of the Insurer only in the event of nonpayment of premium by the Named Organization. In the event of non-payment of premium by the Named Organization, the Insurer may cancel this policy by delivering to the Named Organization or by mailing to the Named Organization, by registered, certified, or other first class mail, at the Named Organization's address as shown in Item 1 of the Declarations, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The Policy Period terminates at the date and hour specified in such notice, or at the date and time of surrender. The Insurer shall have the right to the premium amount for the portion of the Policy Year during which the policy was in effect.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

#### 12. CHANGE IN CONTROL OF NAMED ORGANIZATION

If during the Policy Period:

- a. the Named Organization shall consolidate with or merge into, or sell all or substantially all of its assets to, any other person or entity, or group of persons or entities acting in concert;
- b. any person or entity, or group of persons or entities, acting in concert shall acquire an amount of the voting interest representing more than fifty percent (50%) of the voting power for the election or appointment of the directors or trustees of the Named Organization, or acquires the voting rights of such an amount of such interest; or
- c. the Named Organization shall change from not-for-profit to for-profit status;

(any of the above events herein referred to as the "Transaction")

then, this policy shall continue in full force and effect as to Wrongful Acts occurring prior to the effective time of the Transaction, but there shall be no coverage afforded by any provision of this policy for any actual or alleged Wrongful Act occurring after the effective time of the Transaction. This policy may not be cancelled after the effective time of the Transaction and the entire premium for this policy shall be deemed earned as of such time. The Named Organization shall also have the right to an offer by the Insurer of a Discovery Period described in Clause 10 of the policy.

The Named Organization shall give the Insurer written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction.

**13. SUBROGATION**

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all the Insureds' rights of recovery thereof, and the Insureds shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Insurer to effectively bring suit in the name of any Insureds. In no event, however, shall the Insurer exercise its rights of subrogation against an Insured under this policy unless such Insured has been convicted of a criminal act, or been determined to have committed a dishonest or fraudulent act, or obtained any profit or advantage to which such Insured was not legally entitled.

**14. OTHER INSURANCE AND INDEMNIFICATION**

Such Insurance as is provided by this policy shall apply only as excess over any valid and collectible insurance. This policy shall be specifically excess of any other policy pursuant to which any other insurer has a duty to defend a Claim for which this policy may be obligated to pay Loss.

In the event of a Claim against a director, trustee, trustees emeritus or governor arising out of his or her serving as a director, trustee, trustees emeritus or governor of an Outside Entity, coverage as is afforded by this policy shall be specifically excess of indemnification provided by such Outside Entity and any insurance provided to such Outside Entity with respect to its directors, trustees, trustees emeriti or governors.

Further, in the event such other insurance is provided to Outside Entity by the Insurer or any member company of AIG Property Casualty Inc. (AIG) (or would be provided but for the application of the retention amount, exhaustion of the limit of liability or failure to submit a notice of a Claim) then the Insurer's maximum aggregate Limit of Liability for all Losses combined in connection with a Claim covered, in part or in whole, by this policy and such other insurance policy issued by AIG shall not exceed the greater of the Limit of Liability of this policy or the limit of liability of such other AIG insurance policy.

**15. NOTICE AND AUTHORITY**

It is agreed that the Named Organization shall act on behalf of the Subsidiaries and all Insureds with respect to the giving of notice of Claim or giving and receiving notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy, the exercising or declining to tender the defence of a Class Action Claim to the Insurer and the exercising or declining of any right to a Discovery Period.

**16. ASSIGNMENT**

This policy and any and all rights hereunder are not assignable without the written consent of the Insurer.

**17. ACTION AGAINST INSURER**

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insureds' obligation to pay shall have been finally determined either by judgment against the Insureds after actual trial or by written agreement of the Insureds, the claimant and the Insurer.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Insurer as a party to any action against the Insureds to determine the Insureds' liability, nor shall the Insurer be impleaded by any Insureds or their legal representatives. Bankruptcy or insolvency of the Insureds or of their estates shall not relieve the Insurer of any of its obligations hereunder.

**18. REPRESENTATIONS AND SEVERABILITY**

In granting coverage under this policy, it is agreed that the Insurer has relied upon the statements and representations contained in the application for this policy (including materials submitted thereto and, if this is a renewal application, all such previous policy applications for which this policy is a renewal) as being accurate and complete. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

With respect to such statements and representations, no knowledge or information possessed by any Individual Insured shall be imputed to any other Individual Insured. If any person who executed the application knew that such statement or representation to be inaccurate or incomplete, such statement shall not be imputed to any trustee, trustee emeritus or governor other than such signator and any other Individual Insureds who knew such statement or representation to be inaccurate or incomplete.

**19. HEADINGS**

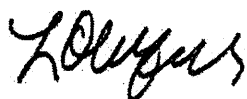
The descriptions in the headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

**20. WORLDWIDE TERRITORY**

This policy shall apply to Claims made against an Insured anywhere in the world.

All limits of insurance, premiums and other sums of money as expressed in this policy are in Canadian currency unless otherwise stated in writing

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Insurer to all the terms of this Policy.



President & Chief Executive Officer  
AIG Insurance Company of Canada

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

## ENDORSEMENT #1

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against any Insured:

- A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, the Hazardous Properties of Nuclear Material, including but not limited to:
- (1) Nuclear Material located at any Nuclear Facility owned by, or operated by or on behalf of, the Organization, or discharged or dispersed therefrom; or
  - (2) Nuclear Material contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the Organization; or
  - (3) the furnishing by an Insured or the Organization of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any Nuclear Facility; or
  - (4) Claims for damage or other injury to the Organization or its shareholders or members which allege, arise from, are based upon, are attributed to or in any way involve, directly or indirectly, the Hazardous Properties of Nuclear Material.
- B. (1) which is insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination or exhaustion of its limit of liability; or,
- (2) with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

As used in this endorsement:

"Hazardous Properties" include radioactive, toxic or explosive properties.

cont'd....2

"Nuclear facility" means:

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for
  - (1) separating the isotopes of uranium or plutonium,
  - (2) processing or utilizing spent fuel, or
  - (3) handling, processing or packaging wastes;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material 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; and
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear Material" means source material, special nuclear material or byproduct material.

"Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Source Material," "Special Nuclear Material," and "Byproduct Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

"Waste" means any waste material (1) containing by product material and (2) resulting from the operation by any person or organization of any Nuclear Facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #2**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**CAPTIVE INSURANCE COMPANY EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payments for Loss in connection with any Claim(s) made against any Insured alleging, arising out of, based upon or attributable to the ownership, management, maintenance and/or control by the Organization of any captive insurance company or entity, including but not limited to any Claim(s) alleging the insolvency or bankruptcy of the Organization as a result of such ownership, operation, management and control.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative



### ENDORSEMENT #3

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### COMMISSIONS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured alleging, arising out of, based upon or attributable to:

- (i) payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time domestic or foreign governmental or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (ii) payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, members, principal shareholders, owners or employees, or affiliates (as that term is defined in the Securities Exchange Act of 1934, or any similar federal, provincial or foreign regulation, rule or statute regulating securities including any of their officers, directors, agents, owners, partners, representatives, principal shareholders or employees) or any customers of the Organization or any members of their family or any entity with which they are affiliated; or
- (iii) political contributions, whether domestic or foreign.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

**ENDORSEMENT #4**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**"NO LIABILITY" PROVISION DELETED**

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

- (1) The Definition of "No Liability" is hereby deleted in its entirety; and
- (2) The last paragraph of Clause 6. RETENTION CLAUSE is hereby deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #5**

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

**DISCOVERY CLAUSE AMENDED  
(Year 1 Preset, Year 2 & 3 TBD)**

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

Clause 10. DISCOVERY CLAUSE is hereby deleted in its entirety and replaced with the following:

**10. DISCOVERY CLAUSE**

Except as indicated below, if the Named Organization shall cancel or the Named Organization or the Insurer shall refuse to renew this policy, the Named Organization shall have the right to a period of either one, two or three years following the effective date of such cancellation or nonrenewal (the "Discovery Period") upon payment of the respective "Additional Premium Amount" described below, in which to give to the Insurer written notice pursuant to Clause 7(a) and 7(c) of the policy of: (i) Claims first made against an Insured; and (ii) circumstances of which an Organization or an Insured shall become aware, in either case during said Discovery Period and solely with respect to a Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy.

The Additional Premium Amount for: (1) one year shall be no more than 125% of the Full Annual Premium; and (2) two and three years shall be an additional premium amount as shall be determined by the Insurer in its sole and absolute discretion. As used herein, "Full Annual Premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction as defined in Clause 12, the Named Organization shall have the right to request an offer from the Insurer of a Discovery Period (with respect to Wrongful Acts occurring prior to the effective time of the Transaction). The Insurer shall offer such Discovery Period pursuant to such terms, conditions, exclusions and additional premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

The Discovery Period is not cancelable and the additional premium charged shall be fully earned at inception. This Clause 10 shall not apply to any cancellation resulting from non-payment of premium. The rights contained in this Clause 10 shall terminate unless written notice of election of a Discovery Period together with any additional premium due is received by the Insurer no later than thirty (30) days subsequent to the effective date of the cancellation, nonrenewal or Transaction.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

**ENDORSEMENT #6**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**SEXUAL MISCONDUCT AND CHILD ABUSE EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) (including but not limited to any derivative or representative class actions) made against any Insured(s) alleging, arising out of, based upon or attributable to, or in any way involving, directly or indirectly any Sexual Misconduct, child abuse or neglect, including but not limited to the employment, supervision, reporting to the proper authorities, failure to so report or retention of any person.

"Sexual Misconduct" means any licentious, immoral or sexual behavior, sexual abuse, sexual assault, or molestation intended to lead to or culminating in any sexual act against any individual(s).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #7**

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

**ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that Clause 4. EXCLUSIONS (h) is deleted in its entirety and replaced with the following:

alleging, arising out of, based upon or attributable to in any way, directly or indirectly, bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #8**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**DOMESTIC PARTNER COVERAGE**

In consideration of the premium charged, it is hereby understood and agreed that such coverage as is afforded by this policy pursuant to Clause 3, "EXTENSIONS" to the lawful spouse of an Individual Insured under this policy shall also extend to any individual person "Domestic Partner" of such Individual Insured.

It is further understood and agreed that for purposes of this endorsement and coverage, the term "Domestic Partner" shall mean any individual person qualifying as such, either (1) under the provisions of any applicable federal, state, local, or provincial law or (2) under the provisions of any formal program established by the Named Organization or its subsidiaries.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

## ENDORSEMENT #9

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### ORDER OF PAYMENTS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that:

1. In the event of Loss arising from any Claim(s) for which payment is due under the provisions of this policy but which Loss, in the aggregate, exceeds the remaining available Limit of Liability of this policy, then this policy shall:
  - (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then with respect to whatever remaining amount of the Limit of Liability is available after payment of such Loss,
  - (ii) then pay such Loss for which coverage is provided under Coverage B of the policy, and
  - (iii) then pay such Loss for which coverage is provided under Coverage C of the policy.
  
2. In the event of Loss arising from a Claim(s) for which payment is due under the provisions of this policy (including those circumstances described in part 1 of this endorsement), the Insurer shall at the written request of the Named Organization:
  - (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then
  - (ii) either pay or hold payment for such Loss for which coverage is provided under Coverage B or Coverage C of the policy.

In the event that the Insurer withholds payment under Coverage B or Coverage C of the policy pursuant to the above request, then the Insurer shall at any time in the future, at the request of the Organization, release such Loss payment to the Organization, or make such Loss payment directly to the Individual Insured in the event of covered Loss under any Claim(s) covered under this policy pursuant to Coverage A of the policy.

3. Nothing in this endorsement shall be construed to increase the Limit of Liability of the Insurer under this policy, which such Limit of Liability shall remain the maximum liability of the Insurer under all Claims under all Coverage under this policy combined.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #10**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**SPECIFIC ENTITY EXCLUSION  
(CLAIMS BROUGHT AGAINST)**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) brought against the following entity(ies):

1. Hockey Quebec (including any subsidiary or affiliate thereof)

and/or any director, officer, trustee, trustee emeritus, executive director, department head, committee member, staff or faculty member, employee or volunteer thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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



**ENDORSEMENT #11**

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

**SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT  
OR ACT EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of exclusions (d) or (e) of the policy, the Insurer shall not be liable to make any payment for Loss in connection with: (i) any of the Claim(s), notices, events, investigations or actions referred to in any "Excluded Matters"; (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any "Excluded Matters" or (b) any Claim(s) arising from any "Excluded Matters"; or (iii) any Wrongful Act(s), underlying facts, circumstances, acts or omissions in any way relating to any "Excluded Matters":

It is further understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to an Interrelated Wrongful Act (as that term is defined below), regardless of whether or not such Claim involved the same or different Insureds, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

For the purposes of this endorsement, the following terms apply:

- (1) "Excluded Matters" means any Claim(s), notices, investigations, adjudications, settlements, or dispositions alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to another insurance carrier.
- (2) "Interrelated Wrongful Act" means: (i) any fact, circumstance, act or omission alleged in any "Excluded Matters" and/or (ii) any Wrongful Act which is the same as, similar or related to or a repetition of any Wrongful Act alleged in any "Excluded Matters".

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.



Authorized Representative

**ENDORSEMENT #12**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**SPECIFIC ENTITY EXCLUSION  
(CLAIMS BROUGHT BY OR AGAINST)**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) brought by or on behalf of or against the following entity(ies):

1. Hockey Canada (including any subsidiary or affiliate thereof)

and/or any director, officer, trustee, trustee emeritus, executive director, department head, committee member, staff or faculty member, security holder, member, employee or volunteer thereof; or by any security holder or member of the Organization, whether directly or derivatively, unless such Claim(s) is instigated and continued totally independent of, or without the intervention of the entities listed above or any director, officer, trustee, trustee emeritus, executive director, department head, committee member, staff or faculty member, employee or volunteer thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #13**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**DELETION OF "THIRD PARTY COVERAGE"**

In consideration of the premium charged, it is hereby understood and agreed that this policy shall not pay Loss alleging, arising out of, based upon or attributable to any Claim(s) for actual or alleged unlawful discrimination or sexual harassment as described in paragraphs (2) and (3) of the definition of Employment Practices Violation, or the violation of the civil rights of a person relating to such sexual harassment or discrimination, whether direct, indirect, intentional or unintentional, when such acts are alleged to be committed against anyone other than an Individual Insured, or applicant for employment with the Organization or an Outside Entity, including, but not limited to: students, patients, members, customers and suppliers. Provided, however the foregoing shall not apply to any complaints commenced via Federal or Provincial Human Rights Commission or Tribunal complaints commenced via the Human Rights Tribunal of Ontario or its equivalent in other Canadian jurisdictions.

It is further understood and agreed that Clause 2. Definition (m) of this policy is deleted in its entirety except as to complaints commenced via any Federal or Provincial Human Rights Commission or Tribunal complaints commenced via the Human Rights Tribunal of Ontario or its equivalent in other Canadian jurisdictions.

It is further understood and agreed that aggregate limit of the Insurer's liability for all Loss (including Defense Costs) in the aggregate arising from all Claims alleging Non-Employment Discrimination combined (hereinafter "Non-Employment Discrimination Claims Sublimit") commenced via any Federal or Provincial Human Rights Commission or commenced via the Human Rights Tribunal of Ontario or its equivalent in other Canadian jurisdictions shall be \$100,000 per claim. This Non-Employment Discrimination Claims Sublimit shall be part of and not in addition to the aggregate Limit of Liability stated in the Item of the Declarations page entitled LIMIT OF LIABILITY and in no way shall serve to increase the Insurer's Limit of Liability as therein stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #14**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**SEPARATE RETENTION FOR SPECIFIED ENTITIES**

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to any Claim made against all "Non-profit Teams", Item 5.B. of the Declarations page is hereby deleted in its entirety and replaced with the following:

Judgments, Settlements and Defence Costs  
(Coverage C and all other Indemnifiable Loss):

\$500

For Loss arising from  
Claims alleging the Same  
Wrongful Act or related  
Wrongful Acts

For purposes of this endorsement, "Non-profit Teams" shall mean any hockey team chartered as non-profit and governed by the Insured.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #15**

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

**FINAL DETERMINATION WORDING**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 4. EXCLUSIONS, paragraphs (a) and (b) are deleted in their entirety and replaced with the following:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which any judgment, final adjudication adverse to the Insured(s) or an alternative dispute resolution proceeding establishes the Insured(s) were not legally entitled;
- (b) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if any judgment, final adjudication adverse to the Insured(s) or an alternative dispute resolution proceeding establishes that such criminal or deliberate fraudulent act occurred;

[The Wrongful Act of an Insured shall not be imputed to any other Insured for the purpose of determining the applicability of exclusions 4(a) through 4(b).]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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

**ENDORSEMENT #16**

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

**TIE-IN OF LIMITS ENDORSEMENT  
(COMMON CLAIM)**

In consideration of the premium charged, it is hereby understood and agreed that with respect to any Claim(s) alleging the same Wrongful Act or Related Wrongful Act(s), in which at least one person/entity claimed against is an Insured under this policy, and at least one person/entity claimed against is an Insured under the Directors, Officers and Not-For-Profit Organization Insurance Policy No. 04 540 69 70, 04 540 69 71, 04 540 69 72, 04 540 69 74, (or any successor or replacement thereof), issued by the Insurer to Canadian Hockey Association dba Hockey Canada, the combined limit of liability under both policies for such Claim(s) shall be \$10,000,000. This limitation shall apply even if both policies have been triggered due to a Claim against the same person/entity but alleging Wrongful Act(s) both in his/her/its capacity as an Insured of Canadian Hockey Association dba Hockey Canada organization and as an Insured of the Organization.

Nothing in this endorsement shall be construed to increase the Insurer's Limit of Liability under this policy as stated in Item 4. of the Declarations page, which shall remain \$10,000,000.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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

**ENDORSEMENT #17**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**ADDITIONAL INSUREDS – LISTED AFFILIATES**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. Definition (n), "Organization" shall include the following entity(ies), which are "Affiliate(s)" as defined in Clause 2. Definition (a), subject to each Affiliate(s)' respective Continuity Date:

AFFILIATE(S)	CONTINUITY DATE
Quebec Major Junior Hockey League	July 1, 2007
Ontario Hockey League	July 1, 2007
Western Hockey League	July 1, 2007

For the purpose of the applicability of the coverage provided by this endorsement, the Affiliate(s) listed above and the Organization will be conclusively deemed to have indemnified the Individual Insureds of the respective Affiliate(s) listed above to the extent that such Affiliate(s) or the Organization is permitted or required to indemnify such the Individual Insureds pursuant to law, common or statutory, or contract, or its charter or by-laws. The Affiliate(s) and the Organization hereby agree to indemnify the Individual Insureds to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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

## ENDORSEMENT #18

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### SIDE A POLLUTION COVERAGE ENDORSEMENT (Defence Costs Only and Sublimited)

In consideration of the premium charged, it is hereby understood and agreed that Clause 4. Exclusions (i) is deleted in its entirety and replaced with the following:

- (i) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:
  - (1) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or
  - (2) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants,

including, but not limited to, a Claim alleging damage to the Organization or its securities holders, or members, provided, however, that this exclusion shall not apply to Loss for Defence Costs for Claims brought, commenced and conducted in the territorial limits and jurisdiction of Canada and for a non-Indemnifiable Loss arising from a Claim alleging damage to the Organization or its securities holders or members, other than non-indemnifiable Loss constituting Clean-up Costs.

Pollutants include (but are not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and Waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed;

Clean-up Costs means expenses (including but not limited to legal and professional fees) incurred in the testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of Pollutants.

It is further understood and agreed that the maximum limit of the Insurer's liability for all Loss in the aggregate arising from the Defence Costs coverage afforded for any non-indemnifiable Loss arising out of a Pollutants Claim shall be no greater than \$1,000,000 (hereinafter called the "Sublimit of Liability". This Sublimit of Liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Item of the Declarations' page entitled LIMIT OF LIABILITY and in no way shall serve to increase the Insurer's Limit of Liability as therein stated.

It is further understood and agreed that Item 5 of the Declarations shall be deleted in its entirety and replaced with the following:

..../2



ITEM 5. RETENTION:

- |  |   |
|--|---|
| A. Judgments, Settlements and Defence Costs<br>(Non-Indemnifiable Loss or Indemnifiable Loss<br>incurred solely by Organizations in Financial<br>Insolvency) | None  |
| B. Judgments, Settlements and Defence Costs<br>(Coverage C and all other Indemnifiable Loss)   | <u>\$500</u><br>for Loss arising from Claims<br>alleging the same Wrongful<br>Act or related Wrongful Acts<br>(waivable under Clause 6 in<br>certain circumstances) |
| C. POLLUTANTS CLAIMS<br>(Non-Indemnifiable Loss constituting Defence Costs)  | <u>\$NIL</u><br>for Loss arising from Claims<br>alleging the same Wrongful<br>Act or related Wrongful Acts<br>(waivable under Clause 6 in<br>certain circumstances) |

It is further understood and agreed that Clause 6. RETENTION CLAUSE is amended by deleting the first paragraph in its entirety and replacing it with the following:

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amounts stated in Item 5.B. and 5.C. of the Declarations, such Retention amounts to be borne: (a) with respect to Item 5.B., by the Organization and shall remain uninsured, with regard to all Loss for which the Organization has indemnified or is permitted or required to indemnify the Individual Insureds ("Indemnifiable Loss") and Loss under Coverage C; and (b) with respect to Item 5.C., by the Individual Insureds. A single Retention shall apply to Loss arising from all Claims alleging the same Wrongful Act or Related Wrongful Acts. In the event a Claim triggers more than one (1) amount stated in Item 5. of the Declarations page, only the highest such amount shall apply, which amount shall apply to all Loss under such Claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

## ENDORSEMENT #19

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

### STATUTORY ENDORSEMENT COVERAGE

In consideration of the premium charged, and solely with respect to the coverage afforded by this policy for any Claims with respect to any entity created, located or formed or incorporated in Canada, it is hereby understood and agreed that the coverage as is afforded by this policy is extended to a Statutory Claim as defined below, subject to the terms, conditions and exclusions of this endorsement and policy.

#### **Coverage A: Directors, Officers or Trustees Insurance**

This policy shall pay the Loss of each and every Executive of the Organization arising from a Statutory Claim first made against the Executives during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act in their respective capacities as Executive(s) of the Organization, except when and to the extent that the Organization has indemnified the Executive(s). The Insurer shall, in accordance with and subject to Clause 8 of this policy, advance Defence Costs of the Statutory Claim prior to its final disposition.

### DEFINITIONS

It is further understood and agreed that solely with respect to the coverage afforded by this endorsement for a Statutory Claim(s), Clause 2. DEFINITIONS is amended with the following:

- (a) "Claim" is deleted in its entirety and replaced with the following :
- (1) any demand, action, proceeding or investigation by the Minister of National Revenue, against an Executive arising out of, based upon or attributable to the failure to deduct, withhold, or remit tax from a payment of salary or wages of an Employee;
  - (2) any demand, action, proceeding, or investigation by an Employee against a Executive.
- (b) "Employee" is deleted in its entirety and replaced with the following:
- "Employee" means a person in receipt of or entitled to wages for labour or services performed for the Organization. Employee shall not include an independent contractor or an employee who is on probation.

- (c) "Loss" is amended to include the following paragraphs:
- (1) For the purposes of a Statutory Claim arising from the Insured's failure to deduct, withhold or remit tax, unemployment insurance contributions, or pension plan contributions from a payment of salary or wages of the Organization's Employees, Loss shall mean:
    - (i) taxes and related penalties and interest actually assessed against the Insured pursuant to the Income Tax Act, R.S.C. 1985 (5th Supp.);
    - (ii) any amount including related penalties and interest assessed against the Insured pursuant to the Unemployment Insurance Act, R.S.C. 1985, c. U-1;
    - (iii) any amount including related penalties and interest assessed against the Insured pursuant to the Canada Pension Plan, R.S.C. 1985, c. 8.
  - (2) For the purposes of a Statutory Claim arising from the Insured's failure to pay wages of the Organization's Employees properly due and owing, Loss shall mean any amount constituting wages pursuant to the Canada Business Corporations Act, R.S.C. 1985, c. C-44 and the Business Corporations Act, R.S.O. 1990, c. B.16, the regulations promulgated thereunder and amendments thereto or any similar provisions of any provincial law.
- (d) The following definitions shall be added to the end thereof:
- (aa) "Executives" means directors, officers, trustees, and *de facto* directors, officers or trustees of the Organization.
  - (bb) "Statutory Claim" means a Claim made against the Insured which alleges a violation of the Income Tax Act, R.S.C 1985, c. C.1 (5th supp.), the Canada Business Corporations Act, R.S.C. 1985, c. C-44, the Business Corporations Act, R.S.O. 1990, c. B.16, the Unemployment Insurance Act, R.S.C. 1985, c. U-1, or the Canada Pension Plan, R.S.C. 1985, c. 8, the regulations promulgated thereunder and amendments thereto or any similar provisions of any provincial law, alleging, arising out of, based upon or attributable to:
    - (1) the failure to deduct, withhold or remit tax from a payment of salary or wages of the Organization's Employees;
    - (2) the failure to deduct, withhold or remit unemployment insurance contributions from a payment of salary or wages of the Organization's Employees;
    - (3) the failure to deduct, withhold or remit pension plan contributions from a payment of salary or wages of the Organization's Employees;
    - (4) the failure to pay wages of the Organization's Employees properly due and owing.

#### EXCLUSIONS

It is further understood and agreed that for the purposes of this endorsement, exclusion 4(d) is deleted in its entirety and replaced with the following:

- (d) "alleging, arising out of, based upon or attributable to any pending or prior litigation as of July 1, 2007 or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation."

## SUBROGATION

Clause 13 is deleted in its entirety and replaced with the following:

In no event shall the coverage afforded by this endorsement be extended to grant coverage to the Organization.

In the event of any payment under this endorsement, the Insurer shall be subrogated to the extent of such payment to the Insured's rights of recovery thereof, and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Insurer to effectively bring suit in the name of the Insured.

It is agreed and accepted that the Insured expressly grants the Insurer the right of subrogation to bring suit against the Organization for any payments that the Insurer has made under this endorsement.

It is further agreed and accepted that the Organization will indemnify the Insured and save the Insured harmless from Loss alleging, arising out of, based upon or attributable to a Statutory Claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

## ENDORSEMENT #20

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

## PRESUMPTIVE INDEMNIFICATION

In consideration of the premium charged, it is hereby understood and agreed that, for the purposes of the applicability of this policy to Loss, the Organization will be conclusively deemed to have indemnified the Individual Insureds to the maximum extent that the Organization is permitted or required to grant such indemnification pursuant to law, common or statutory, or contract or by the charter or by-laws of the Organization (which are hereby deemed to adopt the broadest provisions of the law which determined or defines such rights of indemnity). The Organization hereby agrees to indemnify the Individual Insureds to the fullest extent permitted by law including the making in good faith of any required application for court approval.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #21**

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

**NAMED ORGANIZATION COVERAGE AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. ITEM 1. of the Declarations page is hereby deleted in its entirety and replaced with the following:

ITEM 1. Insured's Representative: Canadian Hockey Association dba Hockey Canada

2. Clause 2. **DEFINITIONS** is amended by adding the following definition to the end thereof:

(aa) "Insured's Representative" means the representative designated in Item 1. of the Declarations as set forth in paragraph 1. of this endorsement.

3. The term "Named Organization" is deleted wherever it appears in the policy and is replaced with "Insured's Representative."

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #22**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**RELIANCE UPON  
OTHER CARRIER'S APPLICATION**

In granting coverage under this policy, it is agreed that the Insurer has relied upon the statements and representations contained in the below referenced application (including materials submitted thereto and, if such application is a renewal application, all such previous policy applications, and their attachments and materials, for which this policy is a renewal or succeeds in time) as being accurate and complete. It is further understood and agreed that the Organization and the Insureds warrant and represent to the Insurer that the statements and representations made in such application were accurate on the date such representations and statement were so given and that in connection therewith the Insureds hereby reaffirm each and every statement made in the application to Chubb Insurance Company of Canada as accurate as of May 31, 2007 as if it was made to the Insurer on such date. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

<u>TYPE OF POLICY APPLICATION</u>	<u>CARRIER</u>	<u>DATE SIGNED</u>
Excess Liability	Chubb Insurance Company of Canada	May 31, 2007

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #23**

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

**PENAL DEFENCE COSTS COVERAGE**

In consideration of the premium charged, it is hereby understood and agreed that Clause 4. **EXCLUSIONS**, paragraph (b) is deleted in its entirety and replaced with the following:

- (b) arising out of, based upon or attributable to the committing in fact any criminal, or deliberate fraudulent act; provided, however, this exclusion shall not apply to Defence Costs incurred in the defence of charges of a penal nature against the Insured under any law, provided:
  - (i) that the Insured involved notifies the Insurer while this policy is in force that he or she is the object of an inquiry or a charge or that he is compelled to stand trial;
  - (ii) that the notice to appear or any other communication urging the Insured to appear in court is received by the Insured while the policy is in force; and
  - (iii) that such Insured is not, in the end result, found guilty of an offence in respect of the charges laid or that such charges are withdrawn.

It is further understood that more than one offence involving the same charges or interrelated charges shall be deemed to constitute a single offence.

The maximum limit of the Insurer's liability for all such covered Defence Costs in the aggregate shall be no greater than \$250,000 ("Sublimit of Liability"). This Sublimit of Liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Declarations and in no way shall serve to increase the Insurer's Limit of Liability as therein stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative



**ENDORSEMENT #24**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**PUNITIVE DAMAGES ENDORSEMENT  
(SUB-LIMIT OF LIABILITY)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (k), "Loss," is amended by adding the following paragraph at the end thereof:

It is further understood and agreed that the maximum aggregate limit of the Insurer's liability for all such Loss (including Defence Costs) arising from an award of punitive, exemplary and multiple damages shall be \$10,000,000 (hereafter referred to as "sub-limit of liability"). This sub-limit of liability shall be part of, and not in addition to, the aggregate Limit of Liability stated in Item 4. of the Declarations and will in no way serve to increase the Insurer's Limit of Liability as stated therein.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

## ENDORSEMENT #25

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 73 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### STATUTORY CONDITIONS AMENDATORY

Wherever used in this endorsement: (1) "Insurer" means the insurance company which issued this policy; (2) "Policyholder" means the Named Corporation, Named Entity, Named Insured, Named Organization, Named Sponsor or Insured that is named on the declarations page of this policy; and (3) "Insured" means all other persons or entities afforded coverage under this policy.

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to Insureds that are domiciled in the provinces of Alberta or British Columbia, the following statutory conditions shall apply unless a conflicting provision in the policy provides more favourable terms to the Insured:

#### Change of Interest

The Insurer is liable for covered loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

#### Material Change in Risk

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is:
  - (a) material to the risk, and
  - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the policy is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may:
  - (a) terminate the policy in accordance with the Termination of Insurance condition set forth below, or
  - (b) notify the Insured in writing that, if the Insured desires the policy to continue in force, the Insured must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.

- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the policy is terminated at that time and Termination of Insurance condition (2)(a) applies in respect of the unearned portion of the premium.

#### **Termination of Insurance**

- (1) The policy may be terminated:
  - (a) by the Insurer giving to the Policyholder 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the Policyholder at any time on request.
- (2) If the policy is terminated by the Insurer:
  - (a) the Insurer must refund the excess of premium actually paid by the Policyholder over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the policy, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the policy is terminated by the Policyholder, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the policy, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the policy.
- (4) The 15 day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Policyholder's postal address.

#### **Notice**

- (1) 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.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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*Louyer*

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Authorized Representative

## ENDORSEMENT #26

**This endorsement, effective** 12:01 A.M. September 1, 2011 **forms a part of**  
**Policy No.** 04 540 69 73 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

### FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

<u>FORM NUMBER &amp; EDITION DATE</u>	<u>FORM TITLE</u>
68466 (8/97)	DECLARATIONS PAGE
68467 (8/97)	NOT FOR PROFIT INDIVIDUAL AND ORGANIZATION INSURANCE POLICY - NOT-FOR-PROFIT PROTECTOR
	APPENDIX A NOT FOR PROFIT PANEL COUNSEL ADDENDUM
81824 (3/03) CAN	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
81789 (3/03) CAN	CAPTIVE INSURANCE COMPANY EXCLUSION
CAN DONP0897 C0105 (8/03)	COMMISSIONS EXCLUSION
CAN DONP0897 C0133 (8/06)	NO LIABILITY PROVISION DELETED
CAN DONP0897 C0132 (8/06)	DISCOVERY CLAUSE AMENDED (Year 1 pre-set, 2&3 TBD) Bilateral
81842 (3/03) CAN	SEXUAL MISCONDUCT AND CHILD ABUSE EXCLUSION
CAN DONP0897 C0131 (8/06)	ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION
CAN DONP0897 C0109 (11/04)	DOMESTIC PARTNER COVERAGE
81826 (5/06) CAN	ORDER OF PAYMENTS ENDORSEMENT
81845 (3/03) CAN	SPECIFIC ENTITY EXCLUSION (CLAIMS BROUGHT AGAINST)
	SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT OR ACT EXCLUSION
CAN DONP0897 C051 (8/06)	SPECIFIC ENTITY EXCLUSION (CLAIMS BROUGHT BY OR AGAINST)
CAN DONP0897 C0138 (8/06)	DELETION OF THIRD PARTY COVERAGE
	SEPARATE RETENTION FOR SPECIFIED ENTITIES – NON PROFIT TEAMS
CAN DONP0897 C0158 (8/06)	FINAL DETERMINATION WORDING
81853 (3/03) CAN	TIE-IN OF LIMITS ENDORSEMENT - COMMON CLAIM
81779 (3/03) CAN	ADDITIONAL INSUREDS - LISTED AFFILIATES
CAN DONP0897 C0126 (11/04)	SIDE A POLLUTION COVERAGE ENDORSEMENT (Defence Costs Only and Sublimited)
CAN DONP0897 C0127 (4/03)	STATUTORY ENDORSEMENT COVERAGE
CAN DONP0897 C0146 (8/06)	PRESUMPTIVE INDEMNIFICATION

78859 (10/01) CAN

FORM NUMBER & EDITION DATE	FORM TITLE
	NAMED ORGANIZATION COVERAGE AMENDATORY ENDORSEMENT
CAN DONP0897 C0159 (4/07)	RELIANCE UPON OTHER CARRIER'S APPLICATION
	PENAL DEFENCE COSTS COVERAGE
CAN DONP0897 C0175 (11/06)	PUNITIVE DAMAGES (SUB LIMIT OF LIABILITY)
115642 (07/12)	STATUTORY CONDITIONS AMENDATORY
78859 (10/01) CAN	FORMS INDEX ENDORSEMENT

*L. Ouyang*

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Authorized Representative

78859 (10/01) CAN

AIG  
145 Wellington Street West  
Toronto, ON M5J 1H8  
416 596 3000 Telephone  
416-977-2743 Facsimile  
1-800-387-4481 Toll Free  
www.aig.com



## AIG INSURANCE COMPANY OF CANADA

### Re: Our Privacy Principles

We at AIG Insurance Company of Canada (referred to as "AIG") want our policyholders, insureds and claimants to be aware of how and why we handle personal information. The very nature of our business is such that the collection, use and disclosure of personal information is fundamental to the products and services we provide.

We work hard to respect and maintain client privacy. Accordingly, we have adopted and implemented the attached *Privacy Principles* for AIG's business. We consider these obligations to be integral to our working and contractual relationship.

Should you have any questions or concerns, please contact the AIG Privacy Officer in Canada at 1-800-387-4481.

Thank you for your co-operation and support.

A handwritten signature in blue ink that reads "Lorraine Capetola".

Lorraine Capetola  
Privacy Officer  
AIG Insurance Company of Canada

This is Exhibit Q000 referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 2016  
A handwritten signature in blue ink, likely belonging to the commissioner.  
A commissioner for taking affidavits



AIG  
2000, avenue McGill College, bureau 1200  
Montréal (Québec) H3A 3H3  
1-800-361-7211 Sans frais  
514-987-3000 Téléphone  
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## COMPAGNIE D'ASSURANCE AIG DU CANADA

**Objet : Principes de protection des renseignements personnels**

Nous, chez la Compagnie d'Assurance AIG du Canada (désignée sous le nom de « AIG »), voulons que nos titulaires de polices, nos assurés et nos réclamants soient au courant de la façon dont nous traitons les renseignements personnels et des raisons pour lesquelles nous recueillons lesdits renseignements. En raison de la nature même de notre entreprise, le processus de collecte, d'utilisation et de divulgation de renseignements personnels est fondamental aux produits et services que nous fournissons.

Nous consacrons beaucoup d'efforts au respect et au maintien de la confidentialité des renseignements personnels des clients. En conséquence, nous avons adopté et mis en application les *Principes de protection des renseignements personnels* pour les activités de AIG. Nous sommes d'avis que ces obligations représentent une partie intégrante de nos relations d'affaires et de nos relations contractuelles.

Si vous avez des questions ou des préoccupations, veuillez communiquer avec l'Agent aux renseignements personnels de AIG en composant le 1-800-387-4481.

Nous vous remercions de votre collaboration et de votre appui.

A handwritten signature in black ink, appearing to read "Lorraine Capetola".

Lorraine Capetola  
Agent aux renseignements personnels  
Compagnie d'Assurance AIG du Canada

# AIG INSURANCE COMPANY OF CANADA PRIVACY PRINCIPLES

## **AIG and Individual Privacy**

We at AIG Insurance Company of Canada (referred to as “AIG”, “we”, “our” or “us”) abide by these *Privacy Principles* and want you, our policyholders, insureds and claimants (referred to as “Customers” or “you”), to be aware of how and why we handle personal information. We work hard to respect and maintain your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information are fundamental to the products and services we provide.

These *Privacy Principles* apply only to the product or service our Customers have obtained or the insurance policy under which the Customer is seeking or receiving benefits. As a worldwide leader in the delivery of insurance products and services, the member companies of AIG Property Casualty Inc. offer numerous products and services to many types of consumers and clients in many different countries around the world. Therefore, differing AIG Property Casualty Inc. companies may adopt differing privacy practices to fit their own jurisdiction and business requirements. The AIG Property Casualty Inc. Global Privacy Notice, located at [www.aig.com](http://www.aig.com), may also be applicable to our Customers as we conduct our business.

For the purposes of these *Privacy Principles* personal information means information that identifies an individual. For example: an individual’s name, birth date, address, age, health and financial information is personal information which AIG may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business. Personal information does not include the name, business title, address, phone or fax number of an employee of an organization.

These *Privacy Principles* may be modified from time to time. An individual may obtain our most up to date version located at [www.aig.com](http://www.aig.com) or by contacting us at the address set out below in the section called “*Contacting the Privacy Officer*”.

## **1. Consent and Personal Information**

AIG obtains consent for the collection, use and disclosure of personal information, except where prohibited by law. By purchasing AIG’s products and services or applying for benefits, you are providing your consent to our collection, use and disclosure of your personal information as set out in these Privacy Principles. AIG relies on the broker’s advice where the insurance broker tells AIG that we have a Customer’s consent to collect information.

Consent may be obtained by AIG and its affiliated companies directly or through the broker, an insurance adjuster, investigator or lawyer when personal information is collected for claims purposes.

An individual may decline to consent, or revoke consent, to the collection and use of personal information for insurance purposes but in that case insurance products and related services and benefits and the assessment of claims may be limited or terminated.

## **2. Collecting Personal Information**

Whenever practical, we collect information directly from the individual concerned on applications for insurance and through the direct interactions with us. We also collect information from various third party sources such as: insurance brokers, adjusters or other intermediaries, third party administrators, government, industry associations and other entities that have information about you. For instance, we may obtain your driving record, claims history and/or credit history, where permitted by law, to assist us in underwriting your application for insurance.

### **3. Using Personal Information**

Personal information is typically collected and used by us for insurance purposes such as: assessing risk, processing applications for insurance coverage, establishing rates, administering insurance products, investigating and handling claims. AIG also uses personal information to detect and prevent fraud, compile statistics, verify and provide information to insurance industry associations, report to regulatory or industry entities in accordance with laws and prudent insurance industry practices, and conduct market research. This may also include collecting and disclosing personal information about third parties with respect to claims made against AIG Customers.

### **4. Use of Personal information for Marketing Purposes**

AIG may collect and use personal information for marketing purposes, such as identifying and communicating with individuals who are most likely to find AIG products and services of interest. AIG may also disclose personal information to our affiliates to use for marketing purposes to offer you their products and services which may be of interest to you. You may opt not to have us, or alternatively not to have our affiliates, collect, use or disclose personal information for marketing purposes, in which case we will collect, use and disclose personal information for insurance purposes and in accordance with our contractual rights and obligations, but we will not use or disclose personal information for marketing purposes. Offers of upgraded or additional coverage, special offers and promotional mailings, and offers of additional products and services from our affiliates will not be sent by us. Please refer to the section of these *Privacy Principles* called "*Contacting the Privacy Officer*" for information on how to decline or revoke consent to the use of personal information for marketing purposes.

### **5. Accuracy of Your Personal Information**

AIG maintains procedures to ensure that the information we collect and use is accurate, up-to-date, and as complete as possible. However, we rely on individuals to disclose all material information to us and to inform us of any changes required. With proof of entitlement, a request to correct information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called "*Contacting the Privacy Officer*".

### **6. Safeguarding Your Information**

We apply appropriate safeguards to our computer networks and physical files and we restrict access to personal information to those AIG employees, authorized administrators, reinsurers, consultants or insurance representatives who need to know that information in order to underwrite, adjudicate or administer insurance products and services.

### **7. Disclosure of Personal Information**

Personal information is sought and exchanged with both affiliated and unaffiliated insurance companies, reinsurers, and insurance industry organizations at the time of assessing an application for insurance and any renewal, extension, variation or cancellation of any issued policy, as well as in the event of any claim, to the extent necessary for industry statistical purposes or to assess and rate a specific risk, determine the status of coverage, and investigate claims. We also share information to combat fraud; where permitted or required by law; or, at the request of government regulators.

AIG sometimes retains an affiliated company or an independent third party or reinsurer ("authorized administrator") to perform on our behalf, certain functions in support of the products and services we provide. Such functions could include the underwriting, offering or administering of AIG insurance products and services or any related claims. Accordingly, in certain instances these affiliates or third parties will be provided with personal information to the extent that it is necessary in the performance of those specific reinsurance, underwriting, marketing, consulting, administrative, rehabilitative, claims,

investigation or related services. AIG obligates these affiliates and third parties to use and take steps to protect personal information in accordance with the requirements of these *Privacy Principles*.

Some authorized administrators may be located in the United States of America or another foreign country other than Canada and in those cases personal information will be subject to disclosure pursuant to the laws of the jurisdiction in which it is situated. By applying for and/or acquiring the products and services of AIG you hereby consent to the authorized administrators located outside of Canada accessing, processing or storing your personal information (as the case may be) and disclosing such personal information as required by the governing laws of that jurisdiction.

We do not sell our customer lists or other personal information.

## **8. Retention and Access to Your Personal Information**

We retain personal information for the purposes described in these Privacy Principles but only for so long as is necessary to fulfill the purpose to underwrite, adjudicate or administer insurance products and services and to meet our legal and contractual obligations. Personal information is stored at one of our offices in Canada or at a location of one of our affiliates in the United States as required and defined under Disclosure of Personal Information above. Access to your personal information is limited to our employees, agents and service providers who need access in order to perform their job or provide services to us. Given the nature of insurance and our on-going exposure to potential claims, where necessary, and when legally required, some of the information we collect for insurance purposes is kept indefinitely.

With proof of entitlement, a request to access information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called "*Contacting the Privacy Officer*". The right to access information is not absolute therefore, AIG may decline access to information that we have under our control subject to any legal restrictions or rights of refusal by AIG, such as;

- the information subject to a legal privilege;
- the information would reveal personal information about a third party;
- the information could compromise the investigation of a claim;
- the information is confidential commercial information; and
- personal health information that has not been provided to us directly by the individual requesting access.

We may charge a reasonable fee in advance for copying and sending information you have requested and to which you have a right of access.

## **9. Contacting the Privacy Officer**

Request for further information, personal information access or any concerns about how we handle your information with AIG should be referred to our Privacy Officer, as follows:

Privacy Officer  
AIG Insurance Company of Canada  
145 Wellington Street West  
Toronto ON  
Canada M5J 1H8  
Toll Free: 1-800-387-4481

Please also refer to "Customer Satisfaction" on our main website [www.aig.com](http://www.aig.com)

## 10. Website Privacy Practices

Non-personal information is collected to track the total number of visitors visiting this site, pages visited and time spent on those pages. This information is used in its aggregate form to help us improve our site. This information is used exclusively for our internal purposes

Personal information that can identify an individual, such as name, address or policy information, is collected only when voluntarily offered and solely for purposes of transacting an insurance purchase. We will not share personal information, except as otherwise required or permitted by law. AIG may use the information submitted to respond to an inquiry. Also, the inquiry might appropriately be answered by a particular member company of AIG Property Casualty Inc., and it may be forwarded to that company. That company will use the information to respond to the inquiry.

Our Website uses cookies to allow the selection of a preferred location view, default home page view and access to recently visited links (such as products, services, and individual pages) more easily. These cookies also permit AIG to store recently visited pages so we can display information to individuals more effectively. If an individual disables cookies on their browser, the site will not remember certain functional preferences. Individuals will not be able to access a preferred location view, a customized default home page view or recently visited links.

We may share cookie information with AIG Property Casualty Inc. member companies and third party business partners and service providers so that we can continue improving this site and the services available. We collect and share this information only in aggregated, non-personally identifiable format. We may also use a service that collects data remotely by using web beacons or tags embedded in our site's content. The data we collect includes which operating system and browser individuals use, how individuals navigate to and through our site, and how long individuals stay on our web pages. This information is anonymous and does not include an individual's name, e-mail address, or any other contact information. We share this information with other AIG Property Casualty Inc. companies and with our third party vendor, Omniture, Inc. ("Omniture"). Omniture gives us reports of this aggregated, anonymous data. We use this data to improve our site by responding to our users' interests and providing more relevant and useful information. To learn more about Omniture's privacy standards and use of web beacons, please visit: <http://www.omniture.com/en/privacy>.

Please note that when an individual links to our or any other website, the operator of such other website (whether AIG, an AIG Property Casualty Inc. company or a third party) may collect information about that individual, including through cookies or other technologies. In addition, Internet or other service provider(s) may collect information about or submitted by individuals using our website, or any other website. An individual acknowledges that information collection or privacy practices of any other party, including AIG Property Casualty Inc. companies, are not monitored or controlled by AIG and AIG is not responsible for such websites. Links on our website to other websites are provided only as a convenience, and the inclusion of such links does not imply endorsement of the linked site. An Individual should review the privacy policies of any other website visited to understand how information is collected and used.

Notwithstanding the information stated above, the right to store and disclose to third parties any information under the following circumstances is reserved: when the law permits it (such as, for example, to comply with laws or to respond to governmental authorities); to legal advisors; and to protect the rights, property, safety or security of AIG, AIG Property Casualty Inc. companies, website visitors or the public.

## COMPAGNIE D'ASSURANCE AIG DU CANADA

### PRINCIPES DE PROTECTION DES RENSEIGNEMENTS PERSONNELS

#### **AIG et la protection des renseignements personnels**

Nous, chez Compagnie d'assurance AIG du Canada (désignée sous le nom de « AIG », « nous », « notre » ou « nos »), nous conformons aux présents *Principes de protection des renseignements personnels* et nous voulons que nos titulaires de polices, nos assurés et nos réclamants (désignés sous le nom de « Clients » ou « vous ») soient au courant non seulement de la façon dont nous traitons les renseignements personnels mais aussi des raisons pour lesquelles nous recueillons lesdits renseignements. Nous consacrons beaucoup d'efforts au respect et au maintien de la confidentialité de vos renseignements personnels. Cependant, en raison de la nature même de notre entreprise, le processus de cueillette, d'utilisation et de divulgation de renseignements personnels est fondamental aux produits et services que nous fournissons.

Les présents *Principes de protection des renseignements personnels* s'appliquent uniquement au produit ou au service que nos Clients ont obtenu ou au contrat d'assurance en vertu duquel le Client cherche à obtenir ou reçoit des indemnités. Nous sommes un chef de file mondial dans la fourniture de produits et services d'assurance et, à ce titre, les compagnies membres de la compagnie AIG Property Casualty Inc. offrent de nombreux produits et services à plusieurs types de consommateurs et clients dans différents pays à travers le monde. En conséquence, les différentes compagnies membres du groupe la compagnie AIG Property Casualty Inc. peuvent adopter différentes pratiques en matière de protection des renseignements personnels pour s'adapter à leur propre juridiction et aux exigences de leurs entreprises. L'Avis Mondial de la compagnie AIG Property Casualty Inc. sur la protection des renseignements personnels, disponible au [www.aig.com](http://www.aig.com), peut également s'appliquer à nos Clients dans la conduite des affaires de notre entreprise.

Pour les fins des présents *Principes de protection des renseignements personnels*, l'expression « renseignements personnels » signifie des renseignements qui identifient un individu. Par exemple, le nom d'un individu, sa date de naissance, son adresse, son âge, son état de santé et ses renseignements financiers constituent des renseignements personnels que AIG peut recueillir, utiliser et dans certaines circonstances, si nécessaire, divulguer, dans le cadre de la fourniture de services d'assurance et dans le cours normal de ses affaires. L'expression « renseignements personnels » n'inclut pas le nom, le titre, l'adresse, le numéro de téléphone ou de facsimile d'un employé d'une organisation.

Les présents *Principes de protection des renseignements personnels* peuvent être modifiés de temps à autre. Tout individu peut en obtenir notre version la plus récente disponible au [www.aig.com](http://www.aig.com) ou en communiquant avec nous à l'adresse indiquée ci-après au chapitre intitulé « *Communiquer avec l'Agent aux renseignements personnels* ».

#### **1. Consentement et renseignements personnels**

AIG obtient le consentement pour la cueillette, l'utilisation et la divulgation de renseignements personnels, sauf dans les cas où la loi interdit de le faire. En faisant l'acquisition de produits et services de AIG ou en présentant une demande d'indemnités, vous nous donnez votre consentement pour que nous effectuions la cueillette, l'utilisation et la divulgation de vos renseignements personnels, tel que décrit aux présents *Principes de protection des renseignements personnels*. AIG se fie à l'avis du courtier lorsque le courtier d'assurance indique à AIG que le Client nous a donné son consentement pour la cueillette des renseignements.

Le consentement peut être obtenu par AIG et par ses sociétés affiliées directement ou par l'entremise du courtier, d'un expert en sinistres, d'un enquêteur ou d'un avocat, lorsque les renseignements personnels sont recueillis pour les fins d'une réclamation.

Un individu peut refuser de consentir à la cueillette et à l'utilisation de renseignements personnels à des fins d'assurance ou retirer son consentement, mais dans de tels cas, les produits d'assurance et les services connexes, les indemnités et l'évaluation des réclamations peuvent être limités ou terminés.

#### **2. La cueillette des renseignements personnels**

Dans la mesure du possible, nous recueillons les renseignements directement de l'individu concerné, sur les propositions d'assurance et par le biais d'interactions directes avec nous. Nous recueillons également des renseignements de diverses autres sources telles que : les courtiers d'assurance, les experts en sinistres ou autres intermédiaires, les tiers administrateurs, le gouvernement, les associations de l'industrie et autres entités qui détiennent des renseignements à propos de vous. Par exemple, lorsque c'est permis par la loi et afin

de nous aider dans la souscription de votre proposition d'assurance, nous pouvons obtenir votre dossier de conduite, l'historique de vos réclamations et/ou vos antécédents en matière de crédit.

### **3. L'utilisation des renseignements personnels**

En règle générale, nous recueillons et utilisons les renseignements personnels à des fins d'assurance telles que: l'évaluation des risques, le traitement des propositions d'assurance, la tarification, l'administration des produits d'assurance, l'investigation et la gestion des réclamations. AIG utilise également les renseignements personnels aux fins de détection et de prévention de la fraude, afin de compiler des statistiques, vérifier et fournir des renseignements aux associations de l'industrie d'assurance, faire rapport aux entités de réglementation ou aux entités de l'industrie conformément aux lois et aux pratiques de prudence de l'industrie d'assurance, et pour effectuer des études de marché. Cela peut également inclure la cueillette et la divulgation de renseignements personnels à propos de tierces parties relativement à des réclamations présentées contre des Clients de AIG.

### **4. L'utilisation des renseignements personnels à des fins de commercialisation**

AIG peut recueillir et utiliser des renseignements personnels à des fins de commercialisation, telles que l'identification et la communication avec des individus qui sont le plus susceptibles de porter un intérêt aux produits et services de AIG. AIG peut aussi divulguer des renseignements personnels à ses filiales pour être utilisés à des fins de commercialisation, pour vous offrir leurs produits et services qui peuvent présenter un intérêt pour vous. Vous pouvez choisir de ne pas nous permettre ou, dans l'alternative, de ne pas permettre à nos filiales de recueillir, d'utiliser ou de divulguer des renseignements personnels à des fins de commercialisation, auquel cas nous recueillerons, utiliserons et divulguerons les renseignements personnels à des fins d'assurance et conformément à nos droits et obligations contractuels, mais nous n'utiliserons ni ne divulguerons les renseignements personnels à des fins de commercialisation. Nous n'enverrons pas des offres de garantie améliorée ou supplémentaire, des offres spéciales et du publipostage promotionnel et des offres de produits et services supplémentaires de nos filiales. Veuillez vous référer au chapitre des présents *Principes de protection des renseignements personnels* intitulé « *Communiquer avec l'Agent aux renseignements personnels* », pour obtenir des renseignements sur la façon de refuser ou de retirer le consentement à l'utilisation de renseignements personnels à des fins de commercialisation.

### **5. Exactitude de vos renseignements personnels**

AIG maintient des procédures afin de s'assurer que les renseignements que nous recueillons et utilisons sont exacts, à jour, et aussi complets que possible. Cependant, nous nous fions aux individus pour qu'ils nous dévoilent tous les renseignements significatifs et nous informent de tous changements requis. Sur présentation d'une preuve d'admissibilité, une demande de correction des renseignements en notre possession peut être présentée en communiquant avec l'Agent aux renseignements personnels à l'adresse indiquée ci-après au chapitre intitulé « *Communiquer avec l'Agent aux renseignements personnels* ».

### **6. La sauvegarde de vos renseignements**

Nous appliquons les dispositifs de sécurité appropriés à nos réseaux informatiques et à nos dossiers physiques et nous limitons l'accès aux renseignements personnels aux employés de AIG, aux administrateurs autorisés, aux réassureurs, aux conseillers ou aux représentants en assurance qui ont besoin desdits renseignements pour leur permettre de souscrire, se prononcer sur ou appliquer des produits et des services d'assurance.

### **7. Divulgation de renseignements personnels**

Les renseignements personnels sont obtenus et échangés tant avec les compagnies d'assurance affiliées qu'avec les compagnies indépendantes, avec les réassureurs et les organisations de l'industrie de l'assurance au moment d'évaluer une proposition d'assurance et tout renouvellement, prolongation, modification ou résiliation de tout contrat déjà émis, ainsi que dans l'éventualité d'une réclamation, dans la mesure nécessaire pour les fins statistiques de l'industrie ou pour évaluer et tarifer un risque spécifique, déterminer le statut de la couverture, et investiguer les réclamations. Nous partageons également des renseignements afin de lutter contre la fraude; là où c'est permis ou requis par la loi; ou, à la demande des organismes gouvernementaux de réglementation.

Il arrive parfois que AIG retienne les services d'une compagnie affiliée, d'un tiers indépendant ou d'un réassureur (« administrateur autorisé ») pour remplir pour notre compte certaines fonctions à l'appui des produits et services que nous offrons. Ces fonctions pourraient inclure la souscription, l'offre ou l'application des produits et services d'assurance de AIG ou toutes réclamations connexes. En conséquence, dans certains cas, des renseignements personnels seront fournis à ces compagnies affiliées ou à ces tiers dans la mesure nécessaire pour l'exécution de ces services spécifiques de réassurance, de souscription, de commercialisation, de

consultation, d'administration, de réadaptation, de réclamations, d'investigation ou tout autre service connexe. AIG oblige ces compagnies affiliées et ces tiers à utiliser et à prendre des mesures afin de protéger les renseignements personnels conformément aux exigences des présents *Principes de protection des renseignements personnels*.

Certains administrateurs autorisés peuvent se trouver aux États-Unis d'Amérique ou dans un autre pays étranger autre que le Canada et dans ces cas, les renseignements personnels seront sujets à divulgation conformément aux lois de la juridiction en question. En faisant une proposition pour les produits et services de AIG ou en faisant l'acquisition desdits produits et services, vous consentez par les présentes à ce que les administrateurs autorisés se trouvant à l'extérieur du Canada accèdent à vos renseignements personnels, les traitent ou les conservent (selon le cas) et les divulguent tel que requis par les lois applicables à leur juridiction.

Nous ne vendons pas nos listes de clients ou autres renseignements personnels.

#### **8. Conservation et accès à vos renseignements personnels**

Nous gardons vos renseignements personnels pour les fins décrites aux présents Principes de protection des renseignements personnels, mais seulement pour la période de temps nécessaire pour les fins de souscrire, se prononcer sur ou appliquer les produits et les services d'assurance et pour remplir nos obligations légales et contractuelles. Les renseignements personnels sont stockés à l'un de nos bureaux au Canada ou à un emplacement de l'une de nos sociétés affiliées aux États-Unis, tel que requis et défini aux termes de la Divulgation des Renseignements personnels ci-dessus. L'accès à vos renseignements personnels est limité à nos employés, mandataires et fournisseurs de services qui ont besoin d'y avoir accès afin de faire leur travail ou de nous fournir des services. Compte tenu de la nature de la garantie et du risque permanent de réclamations potentielles auquel nous sommes exposés, lorsqu'il est nécessaire et lorsque requis par la loi, certains renseignements que nous recueillons à des fins d'assurance sont conservés indéfiniment.

Sur présentation d'une preuve d'admissibilité, une demande d'accès aux renseignements en notre possession peut être présentée en communiquant avec l'Agent aux renseignements personnels à l'adresse indiquée ci-après au chapitre intitulé « *Communiquer avec l'Agent aux renseignements personnels* ». Le droit d'accès aux renseignements n'est pas absolu; en conséquence, AIG peut refuser une demande d'accès si les renseignements qui sont sous notre contrôle font l'objet de restrictions juridiques ou de droits de refus par AIG, tels que :

- des renseignements qui sont assujettis à un privilège juridique;
- des renseignements qui révéleraient des renseignements personnels au sujet d'une tierce partie;
- des renseignements qui pourraient compromettre l'investigation d'une réclamation;
- des renseignements qui constituent des renseignements confidentiels de nature commerciale; et
- des renseignements personnels sur la santé qui ne nous ont pas été fournis directement par l'individu qui demande l'accès.

Nous pouvons facturer à l'avance des frais raisonnables pour copier et expédier les renseignements que vous avez demandés et auxquels vous avez un droit d'accès.

#### **9. Communiquer avec l'Agent aux renseignements personnels**

Les demandes de renseignements supplémentaires, d'accès aux renseignements personnels ou toutes préoccupations relatives à la façon dont nous traitons vos renseignements avec AIG devraient être adressées à notre Agent aux renseignements personnels comme suit :

L'Agent aux renseignements personnels  
Compagnie d'assurance AIG du Canada  
145, rue Wellington ouest  
Toronto (ON) M5J 1H8  
Canada  
Sans frais : 1-800-387-4481

Veillez également vous référer à la section sur la « Satisfaction de la clientèle » sur notre site web principal au [www.aig.com](http://www.aig.com).



## 10. Pratiques de protection des renseignements personnels à l'égard de notre site Web

Des renseignements non personnels sont recueillis pour suivre le nombre total de visiteurs qui accèdent à ce site, les pages qu'ils consultent et le temps qu'ils passent à consulter ces pages. Ces renseignements sont utilisés dans leur forme globale pour nous aider à améliorer notre site. Ces renseignements sont utilisés exclusivement à des fins internes.

Les renseignements personnels qui peuvent identifier un individu, tels que son nom, son adresse ou des renseignements sur son contrat d'assurance, sont recueillis uniquement lorsqu'ils sont fournis volontairement et uniquement pour les fins de négocier l'achat d'assurance. Nous ne partagerons pas des renseignements personnels, sauf tel que par ailleurs requis ou permis par la loi. AIG peut utiliser les renseignements qui lui sont soumis pour répondre à une question. Il se peut aussi qu'un membre spécifique de la compagnie AIG Property Casualty Inc. soit mieux placé pour répondre adéquatement à la question et elle peut être acheminée à la compagnie membre en question. Cette compagnie utilisera les renseignements pour répondre à la question.

Notre site Web utilise des fichiers témoins pour permettre de sélectionner plus facilement un emplacement privilégié et l'affichage d'une page d'accueil par défaut et donner accès aux liens visités récemment (tels que des produits, des services et des pages individuelles). Ces fichiers témoins permettent également à AIG de garder en mémoire les pages que vous avez visitées récemment afin que nous puissions afficher les renseignements destinés aux individus de façon plus efficace. Si un individu désactive des fichiers témoins sur son navigateur, le site ne se souviendra pas de certaines préférences fonctionnelles. Les individus ne pourront pas accéder à l'affichage d'un emplacement privilégié, à l'affichage d'une page d'accueil par défaut personnalisée, ou aux liens qui ont été récemment visités.

Nous pouvons partager des renseignements sur les fichiers témoins avec les compagnies membres de la compagnie AIG Property Casualty Inc., des partenaires commerciaux et des fournisseurs de services pour que nous puissions continuer à améliorer ce site et les services qui sont offerts. Nous recueillons et nous partageons ces renseignements uniquement dans un format global qui ne permet pas une identification personnelle. Nous pouvons également utiliser un service qui recueille les données à distance en utilisant des balises ou des signets web enfouis dans le contenu de notre site. On compte parmi les données que nous recueillons le système d'exploitation et le navigateur que les individus utilisent, la façon dont les individus naviguent vers et à travers notre site et le temps que les individus passent sur nos pages web. Ces renseignements sont anonymes et n'incluent pas le nom d'un individu, son adresse électronique ou tous autres renseignements permettant de communiquer avec l'individu. Nous partageons ces renseignements avec d'autres compagnies membres de la compagnie AIG Property Casualty Inc., et avec notre fournisseur indépendant, Omniture, Inc. (« Omniture »). Omniture nous fournit des rapports sur ces données globales et anonymes. Nous utilisons ces données pour améliorer notre site en donnant suite aux intérêts de nos usagers et en fournissant des renseignements plus pertinents et plus utiles. Pour en savoir plus à propos des normes de protection des renseignements personnels de Omniture et l'utilisation des balises web, veuillez vous rendre au: <http://www.omniture.com/en/privacy>.

Veillez noter que lorsqu'un individu utilise un lien vers notre site web ou tout autre site web, l'opérateur de cet autre site web (qu'il s'agisse de AIG, d'une compagnie membre de la compagnie AIG Property Casualty Inc., ou d'une tierce partie) peut recueillir des renseignements sur cet individu, notamment par le biais des fichiers témoins ou d'autres technologies. De plus, le fournisseur Internet ou d'autre(s) fournisseur(s) de services peuvent recueillir des renseignements au sujet des individus ou soumis par des individus qui utilisent notre site web ou tout autre site web. Les individus reconnaissent que la cueillette de renseignements ou les pratiques sur la protection des renseignements personnels de toute autre partie, incluant les compagnies membres de la compagnie AIG Property Casualty Inc., ne sont pas surveillées ou contrôlées par AIG et AIG n'est pas responsable de tels sites web. Les liens sur notre site web vers d'autres sites web sont fournis uniquement pour des raisons de commodité et le fait d'inclure ces liens ne signifie pas que nous endossons les sites où mènent ces liens. Les individus devraient examiner les politiques de protection des renseignements personnels de tout autre site qu'ils visitent afin de comprendre la façon dont leurs renseignements sont recueillis et utilisés.

Nonobstant les renseignements stipulés ci-haut, nous nous réservons le droit de stocker et de divulguer des renseignements à des tierces parties dans les circonstances suivantes : lorsque la loi le permet (par exemple pour se conformer aux lois ou répondre à des autorités gouvernementales); à des conseillers juridiques; et pour protéger les droits, les biens, la sûreté ou la sécurité de AIG, des compagnies membres de la compagnie AIG Property Casualty Inc., des visiteurs du site web ou du public.



**CUSTOMER ADVISORY  
REGARDING THE ENFORCEMENT OF  
ECONOMIC EMBARGOES AND TRADE SANCTIONS**

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This Trade Sanction Advisory is part of AIG Insurance Company of Canada comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

**WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION**

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

**OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS**

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

**POTENTIAL ACTIONS BY US**

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.



**AVIS À LA CLIENTÈLE  
CONCERNANT L'APPLICATION DES  
EMBARGOS ÉCONOMIQUES ET DES SANCTIONS COMMERCIALES**

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Le présent avis concernant les sanctions commerciales fait partie du programme intégré de conformité de Compagnie d'Assurance AIG du Canada et vise à rappeler les exigences juridiques actuelles applicables quant aux sanctions commerciales.

Vos droits à titre de titulaire de police et les paiements qui sont dus à vous, à un assuré ou à un demandeur, à la suite d'un sinistre aux termes de la présente police, peuvent être touchés par l'administration et l'application d'embargos économiques et de sanctions commerciales qui sont applicables contre vous ou contre un assuré, un demandeur ou l'assureur et leurs entités contrôlantes (ci-après appelées les « sanctions commerciales »).

**DÉFINITION D'UN EMBARGO ÉCONOMIQUE OU D'UNE SANCTION COMMERCIALE**

Un pays impose des sanctions commerciales lorsqu'il prend des mesures juridiques pour restreindre ou interdire le commerce, les services ou d'autres activités économiques avec un pays, une entité ou une personne en particulier. Par exemple, le Parlement du Canada a adopté une législation permettant l'imposition de sanctions commerciales en vertu de la *Loi sur les Nations Unies*, de la *Loi sur les mesures économiques spéciales* et de certaines dispositions de la *Loi sur les licences d'exportation et d'importation*.

Selon l'identité, le domicile, le lieu de constitution ou la nationalité du titulaire de police, de l'assuré, du demandeur, de l'assureur ou de la société mère et de l'entité contrôlante finale du titulaire de police, de l'assuré, du demandeur ou de l'assureur, ou selon le pays où le sinistre a eu lieu, des sanctions commerciales imposées par des pays étrangers, notamment les États-Unis d'Amérique, peuvent s'appliquer. L'application de sanctions pourrait nécessiter la saisie ou le gel d'un bien, notamment de l'indemnité d'assurance.

Les sanctions commerciales actuelles peuvent être modifiées et de nouvelles sanctions commerciales peuvent être imposées à tout moment.

**OBLIGATIONS NOUS INCOMBANT EN RAISON DE SANCTIONS COMMERCIALES**

Si vous ou un assuré, un assuré supplémentaire, un bénéficiaire ou un demandeur êtes sur une liste d'interdiction ou êtes liés à un pays, à une entité ou à une personne faisant l'objet d'une sanction ou à une activité interdite, visé par la sanction commerciale pertinente, nous pourrions devoir nous conformer aux exigences de la sanction commerciale applicable, qui, par exemple, peut inclure le blocage ou le gel d'un bien ou du paiement de fonds et la déclaration de cette mesure aux autorités compétentes dans les délais prescrits, le cas échéant.

**MESURES ÉVENTUELLES DE NOTRE PART**

Selon les exigences de la sanction commerciale pertinente :

1. Nous pourrions être tenus de résilier immédiatement votre couverture, avec prise d'effet le jour où nous estimons que nous avons fait affaires avec une personne ou une entité associée à votre police qui se trouve sur une liste d'interdiction ou liée à un pays visé par la sanction commerciale pertinente.
2. Si nous résilions votre couverture, vous ne recevrez peut-être pas un remboursement de prime si la sanction commerciale applicable ne le permet pas. Tous les fonds bloqués ou gelés seront placés dans un compte bloqué portant intérêt ouvert auprès d'une institution financière.
3. Il est possible que nous ne puissions pas régler un sinistre, accepter une prime ou échanger de l'argent ou des biens de quelque sorte que ce soit lorsque la personne, l'entité ou la société intéressée (y compris une banque) se trouve sur une liste d'interdiction, est liée à un pays sanctionné ou exerce des activités dans un pays visé par la sanction commerciale pertinente. De plus, il pourrait nous être impossible de défendre ou d'indemniser par ailleurs aux termes de votre police des personnes, des entités ou des sociétés qui se trouvent sur une liste d'interdiction, sont liées à un pays sanctionné ou exercent des activités dans un pays visé par la sanction commerciale pertinente.



Canadian Head Office  
145 Wellington Street West  
Toronto, ON M5J 1H8

**AIG Insurance Company of Canada**  
(herein called the Insurer)

**DIRECTORS, OFFICERS AND PRIVATE COMPANY LIABILITY INSURANCE  
POLICY**  
**Including Employment Practices and Securities Liability**

***PrivateEdge<sup>sm</sup>***

Replacement of Policy No.: 01 106 24 87

Policy No.: 04 540 69 74

**NOTICE:** EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS GENERALLY LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

**NOTICE:** THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENCE. AMOUNTS INCURRED FOR LEGAL DEFENCE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

**NOTICE:** THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND. HOWEVER THE INSURED MAY UNDER CERTAIN CONDITIONS TENDER THE DEFENCE OF A CLAIM. IN ALL EVENTS, THE INSURER MUST ADVANCE DEFENCE COSTS PAYMENTS PURSUANT TO THE TERMS HEREIN PRIOR TO THE FINAL DISPOSITION OF A CLAIM.

**DECLARATIONS**

ITEM 1. NAMED ENTITY: Canadian Hockey Association dba Hockey Canada

MAILING ADDRESS: Father David Bauer Arena, 2424 University Drive, Calgary, Alberta  
T2N 3Y9

JURISDICTION OF INCORPORATION OR  
JURISDICTION OF FORMATION OF THE NAMED ENTITY: Canada

ITEM 2. SUBSIDIARY COVERAGE: any past, present or future Subsidiary of the Named Entity.

ITEM 3. POLICY PERIOD: From: September 1, 2014 To: September 1, 2015  
(12:01 A.M. standard time at the address stated in Item 1.)

ITEM 4. LIMIT OF LIABILITY: \$10,000,000 aggregate for all Loss combined (including  
Defence Costs).

ITEM 5. RETENTION:

Judgments, Settlements and Defence Costs (non-Indemnifiable Loss)	None	
Employment Practices Claims Judgments, Settlements and Defence Costs (Company and Indemnifiable Loss)	\$2,500	for Loss arising from Claims alleging the same Wrongful Act or Related Wrongful Acts (waivable under Clause 6 in certain circumstances)
Securities Claims (other than private placements) Judgments, Settlements and Defence Costs (Company and Indemnifiable Loss)	\$2,500	for Loss arising from Claims alleging the same Wrongful Act or Related Wrongful Acts (waivable under Clause 6 in certain circumstances)
All Other Claims (including private placements) Judgments, Settlements and Defence Costs (Company and Indemnifiable Loss)	\$2,500	for Loss arising from Claims alleging the same Wrongful Act or Related Wrongful Acts (waivable under Clause 6 in certain circumstances)

ITEM 6. CONTINUITY DATES:

A. Coverages A and B(ii):	July 1, 2006
B. Coverage B(i):	July 1, 2006
C. Outside Entity Coverage: Per Outside Entity	July 1, 2006

ITEM 7. PREMIUM: \$ included in premium for policy #04 540 69 70

ADDITIONAL PREMIUM FOR PUNITIVE,  
EXEMPLARY AND MULTIPLIED DAMAGES: \$ incl. (included in above)

(No punitive damages coverage provided: )

ITEM 8. NAME AND ADDRESS OF INSURER ("Insurer"):  
(This policy is issued only by the insurance company indicated below.)

AIG Insurance Company of Canada  
145 Wellington Street West  
Toronto, Ontario M5J 1H8

PRODUCER: B.F. Lorenzetti & Associés Inc.  
2001, Avenue McGill College Bureau 2200  
Montréal, QC H3A 1G1

All limits of insurance, premiums and other sums of money as expressed in this policy are in Canadian currency unless otherwise stated in writing.

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Insurer to all the terms of this Policy.



President & Chief Executive Officer  
AIG Insurance Company  
of Canada

Toronto, Ontario

Signed At

September 3, 2014

Date



**DIRECTORS, OFFICERS AND PRIVATE COMPANY LIABILITY INSURANCE POLICY**  
**Including Employment Practices and Securities Liability**

***PrivateEdge®***

In consideration of the payment of the premium, and in reliance upon the statements made to the Insurer by application forming a part hereof and its attachments and the material incorporated therein, the insurance company designated in Item 8 of the Declarations, herein called the Insurer, agrees as follows:

**1. INSURING AGREEMENTS**

**COVERAGE A: INDIVIDUAL INSURED INSURANCE**

This policy shall pay the Loss of each and every Director, Officer or Employee of the Company ("Individual Insured") arising from a Claim first made against such Insureds during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act in their respective capacities as Directors, Officers or Employees of the Company except when and to the extent that the Company has indemnified such Insureds. The Insurer shall, in accordance with and subject to Clause 8, advance Defence Costs of such Claim prior to its final disposition.

**COVERAGE B: PRIVATE COMPANY INSURANCE**

This policy shall pay the Loss of the Company arising from a:

- (i) Claim first made against the Company, or
- (ii) Claim first made against an Individual Insured,

during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act, but, in the case of (ii) above, only when and to the extent that the Company has indemnified the Individual Insured for such Loss pursuant to law, common or statutory, or contract, or the Charter or By-laws of the Company duly effective under such law which determines and defines such rights of indemnity. The Insurer shall, in accordance with and subject to Clause 8, advance Defence Costs of such Claim prior to its final disposition.

**DEFENCE PROVISIONS**

The Insurer does not assume any duty to defend, provided, however, the Named Entity may at its sole option tender to the Insurer the defence of a Claim for which coverage is provided by this policy in accordance with Clause 8 of the policy. Regardless of whether the defence is so tendered, the Insurer shall advance Defence Costs (excess of the applicable retention amount) of such Claim prior to its final disposition. Selection of counsel to defend a "Designated Claim" shall be made in accordance with Clause 9 of the policy.

**2. DEFINITIONS**

- (a) "Affiliate" means: (i) any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is in common control with, another person or

entity; or (ii) any person or entity that directly, or indirectly through one or more intermediaries, is a successor in interest to another person or entity.

- (b) "Claim" means:
- (1) a written demand for monetary or non-monetary relief (including any request to toll or waive any statute of limitations); or
  - (2) a civil, criminal, administrative, regulatory or arbitration proceeding for monetary or non-monetary relief which is commenced by:
    - (i) service of an originating pleading; or
    - (ii) return of an information or criminal charge; or
    - (iii) receipt or filing of a notice of charges;
  - (3) a human rights tribunal proceeding or investigation (federal or provincial) commenced by the filing of a notice of charges, service of an originating pleading or similar document of which notice has been given to an Insured.

However, in no event, shall the term "Claim" include any labor or grievance proceeding which is subject to a collective bargaining agreement.

The term "Claim" shall include an Employment Practices Claim and a Securities Claim.

- (c) "Company" means the Named Entity and any Subsidiary thereof.
- (d) "Continuity Date" means the date set forth in:
- (1) Item 6A of the Declarations with respect to Coverages A and B(ii); or
  - (2) Item 6B of the Declarations with respect to Coverage B(i);
  - (3) Item 6C of the Declarations with respect to a Claim made against an Individual Insured(s) arising out of such Insured's service as a director, officer, trustee or governor of an Outside Entity.
- (e) "Defence Costs" means reasonable and necessary fees, costs and expenses consented to by the Insurer (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defence and appeal of a Claim against the Insureds, but excluding salaries of officers or Employees of the Company.
- (f) "Employee(s)" means any past, present or future employee, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal and temporary employee in his or her capacity as such. An individual who is leased to the Company shall also be an Employee, but only if the Company provides indemnification to such leased individual in the same manner as is provided to the Company's employees. Any other individual who is contracted to perform work for the Company, or who is an independent contractor for the Company shall also be an Employee, but only if the Company provides indemnification to such individual in the same manner as that provided to the Company's employees, and such individual is scheduled by written endorsement attached hereto and the Company pays any additional premium required by the Insurer relating to such individual.
- (g) "Employment Practices Claim" means a Claim alleging an Employment Practices Violation.
- (h) "Employment Practices Violation(s)" means any actual or alleged:



- (1) wrongful dismissal, discharge or termination (either actual or constructive) of employment,
- (2) sexual harassment or workplace harassment of any kind
- (3) discrimination
- (4) Retaliation (including lockouts);
- (5) employment-related misrepresentation(s) to an Employee or applicant for employment with the Company or an Outside Entity;
- (6) employment-related libel, slander, humiliation, defamation or invasion of privacy;
- (7) wrongful failure to employ or promote;
- (8) wrongful deprivation of career opportunity, wrongful demotion or negligent Employee evaluation, including the giving of negative or defamatory statements in connection with an employee reference;
- (9) wrongful discipline;
- (10) failure to grant tenure;
- (11) failure to provide or enforce adequate or consistent corporate policies and procedures relating to any Employment Practices Violation;
- (12) violation of an individual's human rights relating to any of the above,

but only if the Employment Practices Violation relates to an Employee(s), or applicants for employment, with the Company or an Outside Entity, whether direct, indirect, intentional or unintentional.

With respect to any customer(s), client(s) or any other individual or group of individuals, other than an Employee or applicant for employment with the Company or an Outside Entity, Employment Practices Violation shall mean only any actual or alleged discrimination, sexual harassment or violation of an individual's human rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

(i) "Individual Insured(s)" means:

- (1) any past, present or future duly elected or appointed directors, officers, management committee members or members of the Board of Managers of the Company, but only in their capacities as such. Coverage will automatically apply to all new directors, officers, management committee members or members of the Board of Managers of the Company after the inception date of this policy;
- (2) any past, present or future duly elected or appointed directors, officers, management committee members or members of the Board of Managers of the Company (including de facto Directors and Officers) serving in the capacity as director, officer, trustee or governor of an Outside Entity, but only if such service is at the specific written request or direction of the Company;
- (3) in the event the Company operates outside the United States, then the terms director, officer, management committee member or member of the Board of Managers shall also mean those titles, positions or capacities in such foreign Company which are equivalent to such positions in an organization incorporated or formed within the United States; and
- (4) any Employee(s) of the Company.

(j) "Insured(s)" means:

- (1) an Individual Insured; and
- (2) the Company.

(k) "Loss" means damages, judgments, settlements, pre- and post-judgment interest and Defence Costs; however, Loss shall not include: (1) civil or criminal fines or penalties imposed by law; (2) taxes; (3) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus

compensation; (4) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

If an additional premium is stated in Item 7 of the Declarations page, then Loss shall specifically include, (subject to the policy's other terms, conditions and exclusions, including but not limited to exclusions relating to personal profit or advantage, deliberate fraud, criminal acts or willful violation of any statute, rule or regulation) punitive, exemplary and multiple damages (including the multiple or liquidated damages awards under the Age Discrimination in Employment Act and the Equal Pay Act). It is further understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive, exemplary and multiple damages. If an additional premium is not stated in Item 7 of the Declarations then Loss shall not include punitive, exemplary damages or the multiplied portion of multiple damages.

- (l) "Named Entity" means the organization stated in Item 1 of the Declarations whether a corporation, association, limited liability company or other type of business organization.
- (m) "No Liability" means: (1) a final judgment of no liability obtained prior to trial, in favor of all Insureds, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals; or (2) a final judgment of no liability obtained after trial, in favor of all Insureds, after the exhaustion of all appeals. In no event shall the term "No Liability" apply to a Claim made against an Insured for which a settlement has occurred.
- (n) "Outside Entity" means:
  - (1) in Canada a charitable organization as defined in section 149.1 1 (b) of the Income Tax Act, R.S.C. 1985 (5th Supp.); or
  - (2) in the United States a not-for-profit organization under section 501 (c) (3) of the Internal Revenue Code of 1986 (as amended); or
  - (3) in Canada or the United States any other corporation, partnership, joint venture or other organization listed by endorsement to this policy.
- (o) "Policy Period" means the period of time from the inception date shown in Item 3 of the Declarations to the earlier of the expiration date shown in Item 3 of the Declarations or the effective date of cancellation of this policy.
- (p) "Related Wrongful Acts" shall mean Wrongful Acts which are the same, related or continuous, or Wrongful Acts which arise from a common nucleus of facts. Claims can allege Related Wrongful Acts regardless of whether such Claims involve the same or different claimants, Insureds or legal causes of action.
- (q) "Retaliation" means a wrongful act of an *Insured* relating to or alleged to be in response to any of the following activities: (1) the disclosure or threat of disclosure by an employee to a superior or to any governmental agency of an act by an *Insured* which act is alleged to be a violation of any federal, provincial, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (2) the actual or attempted exercise by an employee of any right that such employee has under law, including rights under workers' compensation laws, the Canada Labour Code, R.S.C. 1985, c. L-2, the Canadian Human Rights Act, R.S.C. 1985, c. H-6, the Employment Equity Act, R.S.C. 1985, c. 23 (2nd supp.) or any law relating to employee rights; (3) employee strikes.
- (r) "Securities Claim" means a Claim made against an Insured which alleges a violation of the Ontario Securities Act, R.S.O. 1990, c. S.5, or other similar provincial legislation, the Securities Act of 1933 or the Securities Exchange Act of 1934, rules or regulations promulgated thereunder, the securities laws of any province, state, or any foreign jurisdiction, and which alleges a Wrongful Act in connection with the claimant's purchase or sale of, or the

offer to purchase or sell to the claimant, any securities of the Company, whether on the open market or arising from a public or private offering of securities by the Company.

(s) "Subsidiary" means:

- (1) any for-profit organization which, on or before the inception of the Policy Period, is more than 50% owned by the Named Entity, either directly, or indirectly through one or more of its Subsidiaries;
- (2) automatically any for-profit organization whose securities are not publicly traded and whose assets total less than 25% of the total consolidated assets of the Company as of the inception date of this policy and which becomes a Subsidiary during the Policy Period. The Named Entity shall provide the Insurer with full particulars of the new Subsidiary before the end of the Policy Period; or
- (3) an organization which becomes a Subsidiary during the Policy Period (other than a for-profit organization described in paragraph (2) above), but only upon the condition that within 90 days of its becoming a Subsidiary, the Named Entity shall have provided the Insurer with full particulars of the new Subsidiary and agreed to any additional premium or amendment of the provisions of this policy required by the Insurer relating to such new Subsidiary. Further, coverage as shall be afforded to the new Subsidiary is conditioned upon the Named Entity paying when due any additional premium required by the Insurer relating to such new Subsidiary.

An organization becomes a Subsidiary when the Named Entity owns more than a 50% ownership interest in such Subsidiary, either directly, or indirectly through one or more of its Subsidiaries. An organization ceases to be a Subsidiary when the Named Entity ceases to own more than a 50% ownership in such Subsidiary, either directly, or indirectly through one or more of its Subsidiaries.

In all events, coverage as is afforded under this policy with respect to a Claim made against Individual Insureds or a Claim made against any Subsidiary, shall only apply to Claims for Wrongful Acts committed or allegedly committed after the effective time that such Subsidiary became a Subsidiary and prior to the time that such Subsidiary ceased to be a Subsidiary.

(t) "Wrongful Act" means:

- (1) with respect to Individual Insureds, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by such Insureds in their respective capacities as such, or any matter claimed against such Insured solely by reason of their status as directors, officers or Employees of the Company;
- (2) with respect to the Company, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by the Company;
- (3) with respect to service on an Outside Entity, any matter claimed against an Individual Insured as defined in definition (i)(2) arising out of his or her serving as a director, officer, trustee or governor of an Outside Entity in such capacity, but only if such service is at the specific written request or direction of the Company.

With respect to an Employment Practices Claim, the term "Wrongful Act" shall include any Employment Practices Violation.

### 3. EXTENSIONS

Subject otherwise to the terms hereof, this policy shall cover Loss arising from any Claims made against the estates, heirs, or legal representatives of deceased Individual Insureds, and the legal representatives of Individual Insureds in the event of incompetency, insolvency or bankruptcy, who

were Individual Insureds at the time the Wrongful Act upon which such Claims are based were committed.

Subject otherwise to the terms hereof, this policy shall cover Loss arising from all Claims made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an Individual Insured for all Claims arising solely out of his or her status as the spouse of an Individual Insured, including a Claim that seeks damages recoverable from marital community property, property jointly held by the Individual Insured and the spouse, or property transferred from the Individual Insured to the spouse; provided, however, that this extension shall not afford coverage for any Claim for any actual or alleged Wrongful Act of the spouse, but shall apply only to Claims arising out of any actual or alleged Wrongful Acts of an Individual Insured, subject to the policy's terms, conditions and exclusions.

#### 4. EXCLUSIONS

The Insurer shall not be liable to make any payment for Loss in connection with a Claim made against an Insured:

- (a) arising out of, based upon or attributable to the gaining in fact of any profit or advantage to which an Insured was not legally entitled;
- (b) arising out of, based upon or attributable to: (1) profits, benefits or advantages in fact made from the purchase or sale by an Insured of securities of the Company within the meaning of the Canada Business Corporation Act, R.S.C. 1985, c. C-44, sec. 131(4), or section 76 of the Ontario Securities Act, R.S.O., 1990, c. S.5. or Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any federal, state or provincial statutory law; or (2) payments to an Insured of any remuneration without the previous approval of the shareholders of the Company, which payment without such previous approval shall be held to have been illegal;
- (c) arising out of, based upon or attributable to the committing in fact of any criminal, fraudulent or dishonest act, or willful violation of any statute, rule or law:

[The Wrongful Act of an Insured shall not be imputed to any other Insured for the purpose of determining the applicability of the foregoing exclusions 4(a) through 4(c).]

- (d) alleging, arising out of, based upon or attributable to the facts alleged, or to the same or Related Wrongful Act alleged or contained in any claim which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (e) alleging, arising out of, based upon or attributable to as of the Continuity Date, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an Insured had notice, or alleging any Wrongful Act which is the same or Related Wrongful Act to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation;
- (f) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an Insured serving in any capacity, other than a director, officer, management committee member, member of the Board of Managers or Employee of the Company, or as a director, officer, trustee or governor of an Outside Entity;
- (g) for any Wrongful Act arising out of an Individual Insured serving in a capacity as a director, officer, trustee or governor of an Outside Entity if such Claim is brought by the Outside Entity or a director, officer, trustee or governor thereof;
- (h) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the Company or any other Insured under any express contract or agreement; provided, however, that with respect to Employment Practice Claims, this exclusion shall not apply to the extent any liability does not arise under such express employment contract or agreement;

- (i) which is brought by any Insured or by the Company; or which is brought by any security holder of the Company, whether directly or derivatively, unless such security holder's Claim is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any Insured; provided, however, this exclusion shall not apply to:
  - (1) any Claim brought by an Individual Insured where such Claim is in the form of a cross-claim or third-party claim for contribution or indemnity which is part of and results directly from a Claim which is not otherwise excluded by the terms of this policy; or
  - (2) an Employment Practices Claim brought by an Employee of the Company other than an Employee who is or was a director, member of the Board of Managers or management committee member of the Named Entity;
- (j) alleging, arising out of, based upon or attributable to any public offering of securities by the Company, an Outside Entity or an Affiliate or alleging a purchase or sale of such securities subsequent to such public offering;

provided, however, that this exclusion will not apply to:

- (1) any purchase or sale of securities exempted pursuant to section 3(b) of the Securities Act of 1933. Coverage for such purchase or sale transaction shall not be conditioned upon payment of any additional premium; however, the Named Entity shall give the Insurer written notice of any public offering exempted pursuant to section 3(b), together with full particulars and as soon as practicable, but not later than 30 days after the effective date of the public offering;
  - (2) to any public offering of securities (other than a public offering described in paragraph (1) above), as well as any purchase or sale of such securities subsequent to such public offering, in the event that within 30 days prior to the effective date of such public offering: (i) the Named Entity shall give the Insurer written notice of such public offering together with full particulars and underwriting information required thereto and (ii) the Named Entity accepts such terms, conditions and additional premium required by the Insurer for such coverage. Such coverage is also subject to the Named Entity paying when due any such additional premium. In the event the Company gives written notice and all particulars pursuant to (i) above then the Insurer must offer a quote for coverage under this paragraph;
- (k) alleging, arising out of, based upon or attributable to the purchase or sale of securities of a "publicly traded entity" in a transaction which resulted, or would result, in such entity becoming an Affiliate or Subsidiary of the Company; provided, however, this exclusion shall not apply in the event that within 30 days prior to it becoming an Affiliate or Subsidiary, the Named Entity gives written notice of the transaction to the Insurer together with full particulars and underwriting information required and agrees to any additional premium or amendment of the provisions of this policy required by the Insurer relating to the transaction. Further, coverage as shall be afforded to the transaction is conditioned upon the Named Entity paying when due any additional premium required by the Insurer relating to the transaction. An entity is a "publicly traded entity" if any securities of such entity have been previously subject to a public offering;
  - (l) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof; provided, however, that this exclusion shall not apply to Securities Claims;
  - (m) for emotional distress, or for injury from libel or slander, or defamation or disparagement, or for injury from a violation of a person's right of privacy; provided, however, this exclusion shall not apply to any Securities Claim or Employment Practices Claim.

- (n) for any actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or for any direction or request to, test, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; however, this exclusion shall not apply to any Claim brought by a securities holder of the Company in its capacity as such or to any Employment Practices Claim;
- (o) alleging, arising out of, based upon or attributable to a breach of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Canada Pension Benefits Standards Act, 1985, R.S.C. 1985, c. 32 (2nd Supp.), or the Ontario Pension Benefits Act, R.S.O. 1990, c. P.8 or by the Employee Retirement Security Act of 1974 (ERISA) and amendments, the Canada Labour Code, R.S.C. 1985, c. L-2, the Labour Adjustments Benefits Act, S.C. 1996, c. 23 or any federal or provincial workers' compensation legislation or any similar statutory or regulatory law.
- (p) alleging, arising out of, based upon or attributable to any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; provided, however, this exclusion shall not apply to Loss arising from a Claim for Retaliation.
- (q) with respect to Coverage B(i) only:
  - (1) for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights;
  - (2) for any actual or alleged violation of any law, whether statutory, regulatory or common law, respecting any of the following activities: Competition Act, business competition, unfair trade practices or tortious interference in another's business or contractual relationships;
  - (3) for the rendering or failure to render any service to a customer or client of the Insured provided, however, that this exclusion shall not apply to any:
    - (i) Claim solely alleging Employment Practices Violations;
    - (ii) Securities Claim; or
    - (iii) Claim for the rendering or failure to render any professional service to the extent such professional services errors and omissions coverage has been added to this policy by written endorsement attached hereto;
  - (4) seeking fines or penalties or non-monetary relief against the Company; provided, however, that this exclusion shall not apply to any Securities Claim or Employment Practices Claim.

**5. LIMIT OF LIABILITY and REINSTATED LIMIT OF LIABILITY (FOR ALL LOSS - INCLUDING DEFENCE COSTS)**

Defence Costs are not payable by the Insurer in addition to the limit of liability. Defence Costs are part of Loss and as such are subject to the applicable Limit of Liability for Loss.

**A. General Terms**

The Limit of Liability stated in Item 4 of the Declarations is the limit of the Insurer's liability for all Loss, under Coverage A and Coverage B combined, arising out of all Claims first made against the Insureds during the Policy Period and the Discovery Period (if applicable); however, the Limit of Liability for the Discovery Period shall be part of, and not in addition to, the Limit of Liability for the Policy Period, or the Reinstated Limit as described below (if elected). Further, a Claim which is made subsequent to the Policy Period or Discovery Period (if applicable) which pursuant to Clause 7(b) or 7(c) is considered made during the Policy Period or Discovery Period shall also be subject to the one applicable aggregate Limit of Liability stated in Item 4 of the Declarations, or subject to the one aggregate Reinstated Limit if such Reinstated Limit is applicable to such Claim.

**B. Reinstated Limit of Liability**

In the event of a Claim under this policy, the Named Entity shall have the right to purchase a Reinstated Limit equal to the Limit of Liability stated in Item 4 of the Declarations. The Reinstated Limit shall be subject to the following conditions:

1. The right to elect the Reinstated Limit commences on the date a Claim is reported to the Insurer and expires on the last day of the Policy Period; provided, that in all events only one reinstatement is permitted under this policy. The effective date of the reinstatement shall be the date on which the Insurer acknowledges receipt of the written notice of the Insured's election to exercise the reinstatement.
2. If the Policy Period of this policy is more than one year, then the additional premium to elect the Reinstated Limit at any time after one year from the inception date of this policy shall be fixed at 150% of the premium set forth in Item 7 of the Declarations. Regardless of the length of the Policy Period of this policy, the additional premium to elect the Reinstated Limit within one year from the inception date of this policy shall be an amount determined by the Insurer at the time of the election of the Reinstated Limit unless otherwise indicated by written endorsement to this policy.
3. The Reinstated Limit shall only apply to Claims made against an Insured after the effective date of the reinstatement and prior to the end of the Policy Period or the Discovery Period, if applicable, ("Reinstatement Claims"); provided, however, that the Reinstated Limit shall not apply to Claims which allege a Related Wrongful Act to Claim(s) reported to the Insurer prior to the effective date of the reinstatement.
4. The Reinstated Limit shall be the maximum liability of the Insurer for all Reinstatement Claims. The Limit of Liability described in clause 5A as applicable to claims made against the Insureds prior to effective date of the reinstatement shall not apply to any Reinstatement Claim.
5. Upon exercise of the Reinstated Limit, the entire premium set forth in Item 7 of the Declarations shall be deemed fully earned; the Insureds shall not be entitled to any return premium as a result of the exercise of the Reinstated Limit nor shall any of the premium paid for the policy be credited toward the additional premium required to exercise the Reinstated Limit.
6. In no event shall the right to a reinstatement apply if prior to the effective date of the reinstatement, this policy has been cancelled, is otherwise not in effect, or the Discovery Period has been elected.
7. Other than as stated above, coverage for Reinstatement Claims shall be subject to the same terms, conditions and exclusions of the policy applicable to other Claims under this policy. The Insurer cannot otherwise modify any terms, conditions or exclusions of this policy as a condition of providing the reinstatement.

**6. RETENTION CLAUSE**

The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Retention amount stated in Item 5 of the Declarations, such Retention amount to be borne by the Company or the Insureds and shall remain uninsured with regard to all Loss under: (1) Coverage A or B(ii) for which the Company has indemnified or is permitted or required to indemnify the Individual Insured(s) ("Indemnifiable Loss"), or (2) Coverage B(i). A single Retention amount shall apply to Loss arising from all Claims alleging the same Wrongful Act or Related Wrongful Act.



Subject to the above paragraph, the Retention amounts stated in Item 5 of the Declarations shall apply. In the event a Claim triggers more than one amount stated in Item 5 of the Declarations, only the highest such amount shall apply, which amount shall apply to the entire Claim.

The retention amount shall be reduced in the event that an Insured consents to the first "Settlement Opportunity", as defined in Clause 8, by the percentage described in Clause 8, subject to the conditions described in Clause 8.

No Retention shall apply to a Claim which is in the form of a civil action for monetary relief and the Insurer shall thereupon reimburse the Defence Costs paid by the Insured, in the event of:

- (1) a determination of No Liability of all Insureds; or
- (2) a dismissal or a stipulation to dismiss the civil litigation Claim without prejudice and without the payment of any consideration by any Insured;

provided, however, that in the case of (2) above, such reimbursement shall occur ninety (90) days after the date of dismissal or stipulation as long as the Claim is not re-brought (or any other Claim which is subject to the same single retention by virtue of Clause 6 is not brought) within that time, and further subject to an undertaking by the Company in a form acceptable to the Insurer that such reimbursement shall be paid back by the Company to the Insurer in the event the Claim (or any other Claim which is subject to the same single retention by virtue of Clause 6) is brought after such 90 day period and before the expiration of the statute of limitations for such Claim.

## 7. NOTICE/CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the Insurer named in Item 8 of the Declarations at the address indicated in Item 8 of the Declarations.

If mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice. A Claim shall be considered to have been first made against an Insured when written notice of such Claim is received by any Insured, by the Company on the behalf of any Insured or by the Insurer, whichever comes first.

- (a) The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of any Claim made against an Insured as soon as practicable and either:
  - (1) anytime during the Policy Period or during the Discovery Period (if applicable); or
  - (2) within 30 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim is reported no later than 30 days after the date such Claim was first made against an Insured.
- (b) If written notice of a Claim has been given to the Insurer pursuant to Clause 7(a) above, then any Claim which is subsequently made against the Insureds and reported to the Insurer alleging an Related Wrongful Act to the Claim for which such notice has been given, shall be considered made at the time such notice was given.
- (c) If during the Policy Period or during the Discovery Period (if applicable) the Company or the Insureds shall become aware of any circumstances which may reasonably be expected to give rise to a Claim being made against the Insureds and shall give written notice to the Insurer of the circumstances and the reasons for anticipating such a Claim, with full particulars as to dates, persons and entities involved, then any Claim which is subsequently made against the Insureds and reported to the Insurer alleging, arising out of, based upon or attributable to such circumstances or alleging any Related Wrongful Act to such circumstances, shall be considered made at the time such notice of such circumstances was given.

**8. DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)**

The Insurer does not assume any duty to defend. The Insureds shall defend and contest any Claim made against them.

Notwithstanding the foregoing, the Insureds shall have the right to tender the defence of the Claim to the Insurer, which right shall be exercised in writing by the Named Entity on behalf of all Insureds to the Insurer pursuant to the notice provisions of Clause 7 of this policy. This right shall terminate if not exercised within 30 days of the date the Claim is first made against an Insured, pursuant to Clause 7 of the policy. Further, from the date the Claim is first made against the Insureds to the date when the Insurer accepts the tender of the defence of such Claim, the Insureds shall take no action, or fail to take any required action, that prejudices the rights of the Insureds or the Insurer with respect to such Claim. Provided that the Insureds have complied with the foregoing, the Insurer shall be obligated to assume the defence of the Claim, even if such Claim is groundless, false or fraudulent. The assumption of the defence of the Claim shall be effective upon written confirmation sent thereof by the Insurer to the Named Entity. Once the defence has been so tendered, the Insured shall have the right to effectively associate with the Insurer in the defence and the negotiation of any settlement of any Claim, subject to the provisions of this Clause 8. However, the Insurer shall not be obligated to defend such Claim after the Limit of Liability has been exhausted, or after an Insured's rejection of a Settlement Opportunity as defined in this Clause 8.

When the Insurer has not assumed the defence of a Claim pursuant to Clause 8, the Insurer shall advance nevertheless, at the written request of the Insured, Defence Costs prior to the final disposition of a Claim. Such advanced payments by the Insurer shall be repaid to the Insurer by the Insureds or the Company, severally according to their respective interests, in the event and to the extent that the Insureds or the Company shall not be entitled under the terms and conditions of this policy to payment of such Loss.

The Insureds shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any Defence Costs without the prior written consent of the Insurer. Only those settlements, stipulated judgments and Defence Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of this policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer, when it has not assumed the defence of a Claim pursuant to this Clause 8, shall be entitled to effectively associate in the defence and the negotiation of any settlement of any Claim, and provided further that in all events the Insurer may withhold consent to any settlement, stipulated judgment or Defence Costs, or any portion thereof, to the extent such Loss is not covered under the terms of this policy.

The Insurer shall have the right to effectively associate with the Company in the defence of any Claim that appears reasonably likely to involve the Insurer, including but not limited to negotiating a settlement. The Company and the Insureds shall give the Insurer full cooperation and such information as it may reasonably require.

If the Insurer recommends a settlement within the policy's applicable Limit of Liability which is acceptable to the claimant (a "Settlement Opportunity"), and the Insureds consent to such settlement, then the Insured's applicable retention amount shall be retroactively reduced by ten percent (10%) for such Loss. It shall be a condition to such reduction that the Insureds must consent to such settlement within thirty (30) days of the date the Insureds are first made aware of the Settlement Opportunity, or in the case of a Settlement Opportunity which arises from a settlement offer by the claimant, then within the time permitted by the claimant to accept such settlement offer, but in all events no later than thirty (30) days after the settlement offer was made.

However, if a Settlement Opportunity arises and the Insureds do not consent to the settlement within the time prescribed above, the retention amount shall remain the applicable amount set forth in Item 5 of the Declarations even if consent is given to a subsequent Settlement Opportunity.

Furthermore, in the event the Insureds do not consent to the first Settlement Opportunity within the time prescribed, then, subject to the applicable limit of liability, the Insurer's liability for all Loss on

account of such Claim shall not exceed: (1) the amount for which the Insurer could have settled such Claim plus Defence Costs incurred as of the date such settlement was proposed in writing by the Insurer, ("Settlement Opportunity Amount") plus (2) 50% of covered Loss in excess of such Settlement Opportunity Amount, it being a condition of this insurance that the remaining 50% of such Loss excess of the Settlement Opportunity Amount shall be carried by the Company and the Insureds at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the Retention amount stated in Item 5 of the Declarations.

#### **9. PRE-AUTHORIZED DEFENCE ATTORNEYS FOR DESIGNATED CLAIMS**

This clause applies only to an Employment Practices Claim or a Securities Claim (each of the foregoing hereinafter referred to as a "Designated Claim").

Affixed as Appendix A hereto and made a part of this policy is a list or lists of Panel Counsel law firms ("Panel Counsel Firms") from which a selection of legal counsel shall be made to conduct the defence of any Designated Claim against an Insured pursuant to the terms set forth below.

In the event the Insurer has assumed the defence pursuant to Clause 8 of this policy, then the Insurer shall select the Panel Counsel Firm to defend the Insureds. In the event the Insureds are already defending a Designated Claim, then the Insureds shall select a Panel Counsel Firm to defend the Insureds.

The selection of the Panel Counsel Firm, whether done by the Insurer or the Insureds, shall be from the list of Panel Counsel Firms designated for the type of Claim and be from the jurisdiction in which the Designated Claim is brought. In the event a Designated Claim is brought in a jurisdiction not included on the appropriate list, the selection shall be made from a listed jurisdiction which is the nearest geographic jurisdiction to either where the Designated Claim is maintained or where the corporate headquarters or state of formation of the Named Entity is located. In such instance, however, the Insurer shall, at the written request of the Named Entity, assign a non-Panel Counsel Firm of the Insurer's choice in the jurisdiction in which the Designated Claim is brought to function as "local counsel" on the Designated Claim to assist the Panel Counsel Firm which will function as "lead counsel" in conducting the defence of the Designated Claim.

With the express prior written consent of the Insurer, an Insured may select (in the case of the Insured defending the Claim), or cause the Insurer to select (in the case of the Insurer defending the Claim), a Panel Counsel Firm different from that selected by other Insured defendants if such selection is required due to an actual conflict of interest or is otherwise reasonably justifiable.

The list of Panel Counsel Firms may be amended from time to time by the Insurer. However, no change shall be made to the specific list attached to this policy during the Policy Period without the consent of the Named Entity.

#### **10. DISCOVERY CLAUSE**

Except as indicated below, if the Named Entity shall cancel or the Named Entity or the Insurer shall refuse to renew this policy, the Named Entity shall have the right to a period of either one, two or three years following the effective date of such cancellation or nonrenewal upon payment of the respective "Additional Premium Amount" described below (herein referred to as the "Discovery Period") in which to give to the Insurer written notice of Claims first made against the Insureds during said Discovery Period for any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or nonrenewal. The Additional Premium for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

The Additional Premium Amount for: (1) one year shall be 75% of the "full annual premium"; (2) two years shall be 150% of the "full annual premium"; (3) three years shall be a reasonable premium amount to be mutually agreed upon by the Insured and the Insurer. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction, as defined in Clause 12, the Named Entity shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Wrongful Acts occurring prior to the effective time of the Transaction) for a period of no less than three years or for such longer or shorter period as the Named Entity may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

#### 11. CANCELLATION CLAUSE

This policy may be cancelled by the Named Entity at any time only by mailing written prior notice to the Insurer or by surrender of this policy to the Insurer or its authorized agent.

This policy may be cancelled by or on the behalf of the Insurer only in the event of nonpayment of premium by the Named Entity. In the event of non-payment of premium by the Named Entity, the Insurer may cancel this policy by delivering to the Named Entity or by mailing to the Named Entity, by registered, certified, or other first class mail, at the Named Entity's address as shown in Item 1 of the Declarations, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The Policy Period terminates at the date and hour specified in such notice, or at the date and time of surrender. The Insurer shall have the right to the premium amount for the portion of the Policy Period during which the policy was in effect.

If this policy shall be cancelled by the Named Entity, the Insurer shall retain the customary short rate proportion of the premium herein.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

#### 12. CHANGE IN CONTROL OF NAMED ENTITY

If during the Policy Period:

- a. the Named Entity shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
- b. any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than 50% of the voting power for the election of directors of the Named Entity, or acquires the voting rights of such an amount of such securities;

(either of the above events herein referred to as the "Transaction"),

then this policy shall continue in full force and effect as to Wrongful Acts occurring prior to the effective time of the Transaction, but there shall be no coverage afforded by any provision of this policy for any actual or alleged Wrongful Act occurring after the effective time of the Transaction. This policy may not be canceled after the effective time of the Transaction and the entire premium for this policy shall be deemed earned as of such time. The Named Entity shall also have the right to an offer by the Insurer of a Discovery Period described in Clause 10 of the policy.

The Named Entity shall give the Insurer written notice of the Transaction as soon as practicable, but not later than 30 days after the effective date of the Transaction.

**13. SUBROGATION**

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all the Company's and the Insureds' rights of recovery thereof, and the Company and the Insureds shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Insurer to effectively bring suit in the name of the Company or the Insureds. In no event, however, shall the Insurer exercise its rights of subrogation against an Insured under this policy unless such Insured has been convicted of a criminal act, or been determined to have committed a dishonest, fraudulent act or willful violation of any statute, rule or law, or obtained any profit or advantage to which such Insured was not legally entitled.

**14. OTHER INSURANCE AND INDEMNIFICATION**

Such insurance as is provided by this policy shall apply only as excess over any other valid and collectible insurance. This policy specifically shall be excess of any other policy pursuant to which any other insurer has a duty to defend a Claim for which this policy may be obligated to pay Loss.

In the event of a Claim against an Insured arising out of his or her service as a director, officer, trustee or governor of an Outside Entity or an Employment Practices Claim against a leased Employee as described in definition (f) of Clause 2, coverage as is afforded by this policy shall be specifically excess of indemnification provided by such Outside Entity or such leasing company and any insurance provided to such Outside Entity or such leasing company.

Further, in the event other insurance is provided to the Outside Entity or leasing company referenced in the above paragraph, or is provided under any pension trust or employee benefit plan fiduciary liability insurance policy, and such other insurance is provided by the Insurer or any member company of AIG Property Casualty Inc. (AIG) (or would be provided but for the application of the retention amount, exhaustion of the limit of liability or failure to submit a notice of a Claim) then the Insurer's maximum aggregate Limit of Liability for all Losses combined in connection with a Claim covered, in part or in whole, by this policy and such other insurance policy issued by AIG shall not exceed the greater of the Limit of Liability of this policy or the limit of liability of such other AIG insurance policy.

**15. NOTICE AND AUTHORITY**

It is agreed that the Named Entity shall act on behalf of the Subsidiaries and all Insureds with respect to the giving of notice of a Claim, the giving and receiving of notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy, the exercising or declining of the right to tender the defence of a Claim to the Insurer and the exercising or declining of any right to a Discovery Period or Reinstated Limit.

**16. ASSIGNMENT**

This policy and any and all rights hereunder are not assignable without the written consent of the Insurer.

**17. DISPUTE RESOLUTION PROCESS**

In the event of a dispute or difference which may arise under or in connection with this policy, whether arising before or after termination of this policy, either party may elect to have any such dispute or difference submitted to an alternative dispute resolution process ("ADR") as set forth herein.

Either the Insurer or the Insureds may elect the type of ADR discussed below; provided, however, that the Insureds shall have the right to reject the Insurer's choice of ADR at any time prior to its commencement, in which case the Insureds' choice of ADR shall control.

The Insurer and Insureds agree that there shall be two choices of ADR: (1) non-binding mediation in which the Insurer and Insureds shall try in good faith to settle the dispute by mediation under or in accordance with its then-prevailing Commercial Mediation Rules; or (2) arbitration conducted under and in accordance with the Ontario Arbitration Act, 1991 S.O. 1991, c.17. In either mediation or arbitration, the mediator(s) or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The mediator(s) or arbitrators shall also give due consideration to the general principles of the law of the state where the Named Entity is incorporated or formed in the construction or interpretation of the provisions of this policy; provided, however, that the terms, conditions, provisions and exclusions of this policy are to be construed in an even-handed fashion in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the policy. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties. In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation shall have been terminated and at least 120 days shall have elapsed from the date of the termination of the mediation. In all events, each party shall share equally the expenses of the ADR.

#### **18. ACTION AGAINST INSURER**

Except as provided in Clause 17 of the policy, no action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insureds' obligation to pay shall have been finally determined either by judgment against the Insureds after actual trial or by written agreement of the Insureds, the claimant and the Insurer.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Insurer as a party to any action against the Insureds or the Company to determine the Insureds' liability, nor shall the Insurer be impleaded by the Insureds or the Company or their legal representatives. Bankruptcy or insolvency of the Company or the Insureds or of their estates shall not relieve the Insurer of any of its obligations hereunder.

#### **19. REPRESENTATIONS AND SEVERABILITY**

In granting coverage under this Policy, it is agreed that the Insurer has relied upon the statements and representations contained in the application for this policy (including materials submitted thereto and, if this is a renewal application, all such previous policy applications for which this policy is a renewal) as being accurate and complete. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

With respect to such statements and representations, no knowledge or information possessed by any Individual Insured, except for those person or persons who executed the application, shall be imputed to any other Individual Insured. If any person who executed the application knew that such statement or representation was inaccurate or incomplete, then this policy will be void as to all Insureds other than Individual Insureds who are "non-employee Directors" of the Company and who did not personally know the statement or representation to be inaccurate or incomplete. The term "non-employee Director" shall have the meaning described in Securities & Exchange Commission rules or regulations promulgated pursuant to section 16 of the Securities Exchange Act of 1934).

20. **WORLDWIDE TERRITORY**

This policy shall apply to Claims made against an Insured anywhere in the world.

21. **HEADINGS**

The descriptions in the headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

All limits of insurance, premiums and other sums of money as expressed in this policy are in Canadian currency unless otherwise stated in writing

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Insurer to all the terms of this Policy.



President & Chief Executive Officer  
AIG Insurance Company of Canada

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

**ENDORSEMENT #1**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**ADDITIONAL INSUREDS – LISTED AFFILIATES**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. Definition (c), "Company" shall include the following entity(ies), which are "Affiliates" as defined in Clause 2. Definition (a), subject to each Affiliate(s)' respective Continuity Date:

AFFILIATE(S)	CONTINUITY DATE
Any hockey team chartered as a for-profit and governed by the Insured	July 1, 2007

For the purpose of the applicability of the coverage provided by this endorsement, the Affiliate(s) listed above and the Company will be conclusively deemed to have indemnified the Individual Insureds of the respective Affiliate(s) listed above to the extent that such Affiliate(s) or the Company is permitted or required to indemnify such Individual Insureds pursuant to law, common or statutory, or contract, or its charter or by-laws. The Affiliate(s) listed above and the Company hereby agree to indemnify the Individual Insureds to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative



## ENDORSEMENT #2

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured(s):

- A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly the hazardous properties of nuclear material, including but not limited to:
- (1) nuclear material located at any nuclear facility owned by, or operated by or on behalf of, the Company, or discharged or dispersed therefrom; or
  - (2) nuclear material contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the Company; or
  - (3) the furnishing by an Insured or the Company of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; or
  - (4) claims for damages to the company or its shareholders which alleges, arises from, is based upon, is attributed to or in any way involves, directly or indirectly, the hazardous properties of nuclear material.
- B. (1) which is insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination or exhaustion of its Limit of Liability; or,
- (2) with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into the United States of America, or any agency thereof, with any person or organization.

As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

cont'd.....2

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material 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,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

### ENDORSEMENT #3

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 74 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### CAPTIVE INSURANCE COMPANY EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payments for Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon, or attributable to the ownership, management, maintenance, operation and/or control by the Company of any captive insurance company or entity including but not limited to any Claim(s) alleging the insolvency or bankruptcy of the Named Entity as a result of such ownership, operation, management or control.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative



## ENDORSEMENT #4

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 74 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

## COMMISSIONS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon, or attributable to:

- (i) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (ii) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, or owners or employees, or "affiliates" (as that term is defined in The Securities Exchange Act of 1934, or any federal, provincial or foreign regulation, rule or statute regulating securities including any officers, directors, agents, owners, partners, representatives, principal shareholders or employees of such affiliates) of any customers of the company or any members of their family or any entity with which they are affiliated; or
- (iii) Political contributions, whether domestic or foreign.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

**ENDORSEMENT #5**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**DISCOVERY CLAUSE AMENDED  
(Year 1 Preset, Year 2 & 3 TBD)**

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

Clause 10. DISCOVERY CLAUSE is hereby deleted in its entirety and replaced with the following:

**10. DISCOVERY CLAUSE**

Except as indicated below, if the Named Entity shall cancel or the Named Entity or the Insurer shall refuse to renew this policy, the Named Entity shall have the right to a period of either one, two or three years following the effective date of such cancellation or nonrenewal (the "Discovery Period") upon payment of the respective "Additional Premium Amount" described below, in which to give to the Insurer written notice pursuant to Clause 7(a) and 7(c) of the policy of: (i) Claims first made against an Insured; and (ii) circumstances of which an Organization or an Insured shall become aware, in either case during said Discovery Period and solely with respect to a Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy.

The Additional Premium Amount for: (1) one year shall be no more than 125% of the Full Annual Premium; and (2) two and three years shall be an additional premium amount as shall be determined by the Insurer in its sole and absolute discretion. As used herein, "Full Annual Premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction as defined in Clause 12, the Named Entity shall have the right to request an offer from the Insurer of a Discovery Period (with respect to Wrongful Acts occurring prior to the effective time of the Transaction). The Insurer shall offer such Discovery Period pursuant to such terms, conditions, exclusions and additional premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

The Discovery Period is not cancelable and the additional premium charged shall be fully earned at inception. This Clause 10 shall not apply to any cancellation resulting from non-payment of premium. The rights contained in this Clause 10 shall terminate unless written notice of election of a Discovery Period together with any additional premium due is received by the Insurer no later than thirty (30) days subsequent to the effective date of the cancellation, nonrenewal or Transaction.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #6**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**SEXUAL ABUSE AND CHILD ABUSE EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) (including but not limited to any derivative or representative class action) made against any Insured(s) alleging, arising out of, based upon or attributable to, or in any way involving, directly or indirectly, child abuse or sexual abuse or neglect, including but not limited to the employment, investigation, supervision, reporting to the proper authorities, failure to so report or retention of any person for whose actions the Insured(s) were or are legally responsible.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #7**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that Clause 4. **EXCLUSIONS**, paragraph (l) is deleted in its entirety and replaced with the following:

- (l) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative



**ENDORSEMENT #8**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**DOMESTIC PARTNER COVERAGE**

In consideration of the premium charged, it is hereby understood and agreed that such coverage as is afforded by this policy pursuant to Clause 3. EXTENSIONS to the lawful spouse of an Individual Insured under this policy shall also extend to any individual person "Domestic Partner" of such Individual Insured.

It is further understood and agreed that for purposes of this endorsement and coverage, the term "Domestic Partner" means any individual person qualifying as a domestic partner under: (1) the provisions of any applicable federal, provincial, state, or local law; or (2) the provisions of any formal program established by the Named Entity or any Subsidiary.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

## ENDORSEMENT #9

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 74 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### ORDER OF PAYMENTS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that:

1. In the event of Loss arising from any Claim(s) for which payment is due under the provisions of this policy but which Loss, in the aggregate, exceeds the remaining available Limit of Liability of this policy, then this policy shall:
  - (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then with respect to whatever remaining amount of the Limit of Liability is available after payment of such Loss,
  - (ii) then pay such Loss for which coverage is provided by Coverage B of the policy.
2. In the event of Loss arising from a Claim(s) for which payment is due under the provisions of this policy (including those circumstances described in part 1 of this endorsement), the Insurer shall at the written request of the Named Entity:
  - (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then
  - (ii) either pay or hold payment for such Loss for which coverage is provided by Coverage B of the policy.

In the event that the Insurer withholds payment under Coverage B of the policy pursuant to the above request, then the Insurer shall at any time in the future, at the request of the Company, release such Loss payment to the Company, or make such Loss payment directly to an individual director or officer in the event of covered Loss under any Claim(s) covered under this policy pursuant to Coverage A of the policy.

3. Nothing in this endorsement shall be construed to increase the Limit of Liability of the Insurer under this policy which such Limit of Liability shall remain the maximum liability of the Insurer under all Claims under all Coverage under this policy combined.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

**ENDORSEMENT #10**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**SPECIFIC ENTITY EXCLUSION  
(Claims made against)**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any entity(ies) listed below:

1. Hockey Quebec (including any subsidiary or affiliate thereof)

and/or any director, officer, partner, management committee members or members of the Board of Managers or employees thereof; or by any security holder of the entity whether directly or derivatively.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #11**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT  
OR ACT EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of exclusions (d) or (e) of the policy, the Insurer shall not be liable to make any payment for Loss in connection with: (i) any of the Claim(s), notices, events, investigations or actions referred to in any "Excluded Matters"; (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any "Excluded Matters" or (b) any Claim(s) arising from any "Excluded Matters"; or (iii) any Wrongful Act(s), underlying facts, circumstances, acts or omissions in any way relating to any "Excluded Matters":

It is further understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to an Interrelated Wrongful Act (as that term is defined below), regardless of whether or not such Claim involved the same or different Insureds, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

For the purposes of this endorsement, the following terms apply:

- (1) "Excluded Matters" means any Claim(s), notices, investigations, adjudications, settlements, or dispositions alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to another insurance carrier.
- (2) "Interrelated Wrongful Act" means: (i) any fact, circumstance, act or omission alleged in any "Excluded Matters" and/or (ii) any Wrongful Act which is the same as, similar or related to or a repetition of any Wrongful Act alleged in any "Excluded Matters".

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.



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Authorized Representative

## ENDORSEMENT #12

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 74 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### DELETION OF "THIRD PARTY COVERAGE"

In consideration of the premium charged, it is hereby understood and agreed that this policy shall not pay Loss alleging, arising out of, based upon or attributable to any Claim(s) for actual or alleged unlawful discrimination or sexual harassment as described in paragraphs (2) and (3) of the definition of Employment Practices Violation, or the violation of the civil rights of a person relating to such sexual harassment or discrimination, whether direct, indirect, intentional or unintentional, when such acts are alleged to be committed against anyone other than an Individual Insured, or applicant for employment with the Company or an Outside Entity, including, but not limited to: students, patients, members, customers and suppliers. Provided, however the foregoing shall not apply to any complaints commenced via Federal or Provincial Human Rights Commission or Tribunal complaints commenced via the Human Rights Tribunal of Ontario or its equivalent in other Canadian jurisdictions.

It is further understood and agreed that Clause 2. Definition (h) of this policy is amended by deleting the final paragraph beginning "With respect to any customer or client of the Company ..." in its entirety except as to complaints commenced via any Federal or Provincial Human Rights Commission or Tribunal complaints commenced via the Human Rights Tribunal of Ontario or its equivalent in other Canadian jurisdictions.

It is further understood and agreed that aggregate limit of the Insurer's liability for all Loss (including Defense Costs) in the aggregate arising from all Claims combined brought by any customer or client of the Company, whether individually or as a class or group alleging any actual or alleged discrimination, sexual harassment or violation of an individual's civil rights relating to such discrimination, whether direct, indirect, intentional or unintentional (hereinafter "Non-Employment Discrimination Claims Sublimit") commenced via any Federal or Provincial Human Rights Commission or commenced via the Human Rights Tribunal of Ontario or its equivalent in other Canadian jurisdictions shall be \$100,000 per claim. This Non-Employment Discrimination Claims Sublimit shall be part of and not in addition to the aggregate Limit of Liability stated in the Item of the Declarations page entitled LIMIT OF LIABILITY and in no way shall serve to increase the Insurer's Limit of Liability as therein stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

**ENDORSEMENT #13**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**DEFINITION OF "EMPLOYEE" AMENDED TO INCLUDE VOLUNTEERS**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2(f), definition of "Employee," shall be deleted in its entirety and replaced with the following:

"Employee(s)" means any past, present or future employee, whether such employee is in a supervisory, co-worker, or subordinate position or otherwise, including any part-time, seasonal, temporary and volunteer employee in his or her capacity as such. An individual who is leased to the Company shall also be an Employee, but only if the Company provides indemnification to such leased individual in the same manner as is provided to the Company's employees. Any other individual who is contracted to perform work for the Company, or who is an independent contractor for the Company shall also be an Employee, but only if the Company provides indemnification to such individual in the same manner as that provided to the Company's employees, and such individual is scheduled by written endorsement attached hereto and the Company pays any additional premium required by the Insurer relating to such individual.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #14**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**SPECIFIC ENTITY EXCLUSION  
(Claims brought by or against)**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) brought by or on behalf of or against the following entity(ies):

1. Hockey Canada (including any subsidiary or affiliate thereof)

and/or any director, officer, partner, management committee members or members of the Board of Managers or employees thereof; or by any security holder of the entity whether directly or derivatively.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

## ENDORSEMENT #15

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

### FINAL DETERMINATION WORDING

In consideration of the premium charged, it is hereby understood and agreed that Clause 4. Exclusions (a), (b) and (c) are deleted in their entirety and replaced with the following:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which any judgment, final adjudication adverse to the Insured(s) or any alternative dispute resolution proceeding establishes the Insured(s) were not legally entitled;
- (b) arising out of, based upon or attributable to: (1) the purchase or sale by an Insured of securities of the Company within the meaning of the Canada Business Corporation Act, R.S.C. 1985, c. C-44, sec. 131(4), or section 76 of the Ontario Securities Act, R.S.O., 1990, c. S.5., or Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any federal, state or provincial statutory law, if any judgment, final adjudication or an alternative dispute resolution proceeding establishes that such violation(s) of such statute(s) or statutory law(s) occurred; or (2) payments to an Insured of any remuneration without the previous approval of the shareholders of the Company, if any judgment, final adjudication adverse to the Insured(s) or any alternative dispute resolution proceeding establishes such payment to be illegal;
- (c) arising out of, based upon or attributable to the committing of any criminal, fraudulent or dishonest act, or any willful violation of any statute, rule or law, if any judgment, final adjudication adverse to the Insured(s) or any alternative dispute resolution proceeding establishes that such criminal, fraudulent, dishonest act or willful violation of any statute, rule or law occurred;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative



**ENDORSEMENT #16**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**"NO LIABILITY" PROVISION DELETED**

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

- (1) The Definition of "No Liability" is hereby deleted in its entirety; and
- (2) The last paragraph of Clause 6. RETENTION CLAUSE is hereby deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #17**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**PRESUMPTIVE INDEMNIFICATION**

In consideration of the premium charged, it is hereby understood and agreed that, for the purposes of the applicability of this policy to Loss, the Company will be conclusively deemed to have indemnified the Individual Insureds to the maximum extent that the Company is permitted or required to grant such indemnification pursuant to law, common or statutory, or contract or by the charter or by-laws of the Company (which are hereby deemed to adopt the broadest provisions of the law which determines or defines such rights of indemnity). The Company hereby agrees to indemnify the Individual Insureds to the fullest extent permitted by law including the making in good faith of any required application for court approval.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

## ENDORSEMENT #18

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 74 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### STATUTORY ENDORSEMENT COVERAGE

In consideration of the premium charged, and solely with respect to the coverage afforded by this policy for any Claims with respect to any entity created, located or formed or incorporated in Canada, it is hereby understood and agreed that the coverage as is afforded by this policy is extended to a Statutory Claim as defined below, subject to the terms, conditions and exclusions of this endorsement and policy.

#### Coverage A: Directors and Officers Insurance

This policy shall pay the Loss of each and every Executive of the Company arising from a Statutory Claim first made against the Executives during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this policy for any actual or alleged Wrongful Act in their respective capacities as Executive(s) of the Company, except when and to the extent that the Company has indemnified the Executive(s). The Insurer shall, in accordance with and subject to Clause 8 of this policy, advance Defence Costs of the Statutory Claim prior to its final disposition.

### DEFINITIONS

It is further understood and agreed that solely with respect to the coverage afforded by this endorsement for a Statutory Claim(s), Clause 2. DEFINITIONS is amended with the following:

- (a) "Claim" is deleted in its entirety and replaced with the following:
- (1) any demand, action, proceeding or investigation by the Minister of National Revenue, against an Executive arising out of, based upon or attributable to the failure to deduct, withhold, or remit tax from a payment of salary or wages of an Employee;
  - (2) any demand, action, proceeding, or investigation by an Employee against a Executive.
- (b) "Employee" is deleted in its entirety and replaced with the following:
- "Employee" means a person in receipt of or entitled to wages for labour or services performed for the Company. Employee shall not include an independent contractor or an employee who is on probation.
- (c) "Loss" is amended to include the following paragraphs:

- (1) For the purposes of a Statutory claim arising from the Insured's failure to deduct, withhold or remit tax, unemployment insurance contributions, or pension plan contributions from a payment of salary or wages of the Company's Employees, Loss shall mean:
- (i.) taxes and related penalties and interest actually assessed against the Insured pursuant to the Income Tax Act, R.S.C. 1985 (5<sup>th</sup> Supp.);
  - (ii.) any amount including related penalties and interest assessed against the Insured pursuant to the Employment Insurance Act, S.C. 1996, c. 23;
  - (iii.) any amount including related penalties and interest assessed against the Insured pursuant to the Canada Pension Plan, R.S.C. 1985, c. C-8, and the Act Respecting the Ministère du Revenu, R.S.Q., c. M-31.
- (2) For the purposes of a Statutory Claim arising from the Insured's failure to pay wages, vacation pay or debts for services rendered of the Company's Employees properly due and owing, Loss shall mean any amount constituting wages, vacation pay or debts for services rendered pursuant to the Canada Business Corporations Act, R.S.C. 1985, the Canada Labour Code, R.S.C. 1985, c. L-2, and the regulations promulgated thereunder and amendments thereto or any similar provisions of any provincial law.
- (d) The following definitions shall be added to the end thereof:
- (aa) "Executives" means directors, officers, and *de facto* directors and officers of the Company.
  - (bb) "Statutory Claim" means a Claim made against the Insured which alleges a violation of the Income Tax Act, R.S.C 1985, c. C-1 (5th supp.), the Canada Business Corporations Act, R.S.C. 1985, c. C-44, the Business Corporations Act, R.S.O. 1990, c. B-16, the Employment Insurance Act, R.S.C. 1985, c. U-1, or the Canada Pension Plan, R.S.C. 1985, c. C-8, the regulations promulgated thereunder and amendments thereto or any similar provisions of any provincial law, alleging, arising out of, based upon or attributable to:
    - (1) the failure to deduct, withhold or remit tax from a payment of salary or wages of the Company's Employees;
    - (2) the failure to deduct, withhold or remit unemployment insurance contributions from a payment of salary or wages of the Company's Employees;
    - (3) the failure to deduct, withhold or remit pension plan contributions from a payment of salary or wages of the Company's Employees;
    - (4) the failure to pay wages of the Company's Employees properly due and owing.

#### EXCLUSIONS

It is further understood and agreed that for the purposes of this endorsement, exclusion 4(e) and 4(i) are deleted in their entirety and replaced with the following:

- (e) alleging, arising out of, based upon or attributable to any pending or prior litigation as of July 1, 2007, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation;
  - (i) which is brought by any Insured or by the Company; or which is brought by any security holder of the Company, whether directly or derivatively, unless such security holder's or

member's Claim is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of any Individual Insured; provided, however, this exclusion shall not apply to:

- (1) any Claim brought by an Individual Insured where such Claim is in the form of a cross-claim or third-party claim for contribution or indemnity which is part of and results directly from a Claim which is not otherwise excluded by the terms of this policy;
- (2) an Employment Practices Claim brought by an Employee of the Company other than an Employee who is or was a director, member of the Board of Managers or management committee member of the Named Entity; or
- (3) any Statutory Claim.

### SUBROGATION

Clause 13 is deleted in its entirety and replaced with the following:

In no event shall the coverage afforded by this endorsement be extended to grant coverage to the Company.

In the event of any payment under this endorsement, the Insurer shall be subrogated to the extent of such payment to the Insured's rights of recovery thereof, and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Insurer to effectively bring suit in the name of the Insured.

It is agreed and accepted that the Insured expressly grants the Insurer the right of subrogation to bring suit against the Company for any payments that the Insurer has made under this endorsement.

It is further agreed and accepted that the Company will indemnify the Insured and save the Insured harmless from Loss alleging, arising out of, based upon or attributable to a Statutory Claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

## ENDORSEMENT #19

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 74 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### POLLUTION COVERAGE SIDE A DEFENCE COSTS ONLY SUBLIMIT OF LIABILITY

In consideration for the premium charged, it is hereby understood and agreed as respects any Claim(s) under Coverage A of this policy only, Clause 4. **EXCLUSIONS**, paragraph (n) of the policy shall not apply to:

any non-Indemnifiable Loss constituting Defence Costs and arising out of a Claim made against an Individual Insured, but only if such Claim is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any Insured(s) or the Company, or any Subsidiary or Affiliate of the Company.

Further provided that for the purposes of the applicability of the coverage provided for a Claim under Coverage A pursuant to this endorsement, the Company will be conclusively deemed to have indemnified the Directors or Officers to the extent that the Company is permitted or required to grant such indemnification pursuant to law, common or statutory, or contract or the Charter or By-laws of the Company (which are hereby deemed to adopt the broadest provisions of the law which determines or defines such rights of indemnity). The Company hereby agrees to indemnify the Directors or Officers to the fullest extent permitted by law including the making in good faith of any required application for court approval. In no event shall this endorsement shall be construed to apply to any Claim in which the Company has indemnified or is permitted or required to indemnify the Insureds.

It is further understood and agreed that with respect to the coverage provided by this endorsement, the maximum limit of the Insurer's liability for all such Loss in the aggregate shall be no greater than \$1,000,000 (hereinafter called the "Sublimit of Liability"). This Sublimit of Liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Item 4. of the Declaration page entitled LIMIT OF LIABILITY and in no way shall serve to increase the Insurer's Limit of Liability as therein stated.

It is further understood and agreed that solely in regard to the coverage provided by this endorsement, the Insurer shall not be liable to make any payment for Loss in connection with any Claims made against any Insured(s):

- (1) arising as a result of liability of others for a Pollution Condition assumed by the Company or any Insured(s) under any contract or agreement unless such liability would attach in the absence of such contract or agreement;
- (2) alleging, arising out of, based upon or attributable to (1) asbestos or asbestos-containing materials, or (2) acid rain conditions;

- (3) for Cleanup of Pollutants or to recover Cleanup Costs;
- (4) alleging, arising out of, based upon, attributable to or in any way involving, directly or indirectly:
  - (a) any Wrongful Act occurring or Pollution Condition existing prior to the Continuity Date if as of the Continuity Date, the Company, any Insured(s) or any employee of the Company with managerial responsibilities over environmental affairs, control or compliance, knew or could reasonably have foreseen that such Pollution Condition or Wrongful Act could give rise to any Claim(s) against the Company or any director, officer or employee thereof; or
  - (b) any Pollution Condition at or originating from a site any part of which, on or before the Continuity Date, was: (i) listed in the Canadian "National Pollutant Release Inventory," or in a final or proposed National environmental registry; or (ii) listed on the United States Environmental Protection Agency's Comprehensive Environment Response Compensation And Liability Information System ("CERCLIS") or final or proposed National Priorities List; or (iii) listed on any similar system, inventory, registry or list to those referred to in (i) and (ii) above maintained by a Governmental Authority.

For the purpose of this endorsement, the following Definitions shall apply:

- (1) "Cleanup" means to test for, monitor, clean up, remove, contain, treat, neutralize, detoxify or assess the effects of "Pollutants," whether done voluntarily by the Insured or pursuant to any request, demand or order. "Cleanup Costs" means expenses (and legal and professional fees) incurred in Cleanup.
- (2) "Continuity Date" mean the effective date of this endorsement.
- (3) "Governmental Authority" means any federal, local, or provincial authority, agency or body in Canada, its territories or possessions or any political subdivision thereof; and any federal, state, or local authority, agency or body in the United States of America, its territories or possessions or any political subdivision thereof, other than any authority which regulates securities or commodities markets.
- (4) "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis and waste materials. "Waste materials" includes materials to be recycled, reconditioned or reclaimed.
- (5) "Pollution Condition" named the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants into or upon, or the presence of Pollutants in or upon land, the atmosphere or any watercourse or body of water.

The coverage provided by this endorsement is specifically excess over any other valid or collectible insurance, and shall only drop down and become primary insurance in the event of exhaustion of such other insurance due to losses paid thereunder.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #20**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**NAMED ENTITY COVERAGE AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. ITEM 1. of the Declarations page is hereby deleted in its entirety and replaced with the following:  
ITEM 1. Insured's Representative: Canadian Hockey Association dba Hockey Canada
2. Clause 2. **DEFINITIONS** is amended by adding the following definition to the end thereof:  
(aa) "Insured's Representative" means the representative designated in Item 1. of the Declarations as set forth in paragraph 1. of this endorsement.
3. The term "Named Entity" is deleted wherever it appears in the policy and is replaced with "Insured's Representative."

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative



**ENDORSEMENT #21**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**RELIANCE UPON  
OTHER CARRIER'S APPLICATION**

In granting coverage under this policy, it is agreed that the Insurer has relied upon the statements and representations contained in the below referenced application (including materials submitted thereto and, if such application is a renewal application, all such previous policy applications, and their attachments and materials, for which this policy is a renewal or succeeds in time) as being accurate and complete. It is further understood and agreed that the Named Entity and the Insureds warrant and represent to the Insurer that the statements and representations made in such application were accurate on the date such representations and statement were so given and that in connection therewith the Insureds hereby reaffirm each and every statement made in the application to Chubb Insurance Company of Canada as accurate as of May 31, 2007 as if it was made to the Insurer on such date. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

<u>TYPE OF POLICY APPLICATION</u>	<u>CARRIER</u>	<u>DATE SIGNED</u>
Excess Liability	Chubb Insurance Company of Canada	May 31, 2007

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #22**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**PENAL DEFENCE COSTS COVERAGE**

In consideration of the premium charged, it is hereby understood and agreed that Clause 4. **EXCLUSIONS**, paragraph (c) is deleted in its entirety and replaced with the following:

(c) arising out of, based upon or attributable to the committing in fact of any criminal or fraudulent or dishonest act or any wilful violation of any statute, rule or law; provided, however, this exclusion shall not apply to Defence Costs incurred in the defence of charges of a penal nature against the Insured under any law, provided:

(i) that the Insured involved notifies the Insurer while this policy is in force that he or she is the object of an inquiry or a charge or that he is compelled to stand trial;

(ii) that the notice to appear or any other communication urging the Insured to appear in court is received by the Insured while the policy is in force; and

(iii) that such Insured is not, in the end result, found guilty of an offence in respect of the charges laid or that such charges are withdrawn.

It is further understood that more than one offence involving the same charges or interrelated charges shall be deemed to constitute a single offence.

The maximum limit of the Insurer's liability for all such covered Defence Costs in the aggregate shall be no greater than \$250,000 ("Sublimit of Liability"). This Sublimit of Liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Declarations and in no way shall serve to increase the Insurer's Limit of Liability as therein stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

## ENDORSEMENT #23

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 74 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### THREE YEAR POLICY PERIOD ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Item 7. of the Declarations, "PREMIUM," is deleted in its entirety and replaced with the following:

ITEM 7. PREMIUM:

- (a) THREE YEAR PREMIUM PREPAID: \$N/A
- (b) THREE YEAR INSTALMENTS: 1<sup>st</sup> Year: \$ Included in premium for policy #01 106 24 83  
2<sup>nd</sup> Year: \$ Included in premium for policy #01 106 24 83  
3<sup>rd</sup> year: \$ Included in premium for policy #01 106 24 83

2. Clause 2. **DEFINITIONS** is amended to include the following definition at the end of that Clause:

- (aa) "Policy Year" means a period of one year, within the Policy Period, commencing each year on the day and hour first named in Item 3. of the Declarations, or if the time between the effective date or anniversary and termination of the Policy is less than one year, then such lesser period.

3. In Clause 5. **LIMIT OF LIABILITY** and **REINSTATED LIMIT OF LIABILITY (FOR ALL LOSS - INCLUDING DEFENCE COSTS)**, the first paragraph therein and paragraph A., "General Terms," are deleted in their entirety and replaced with the following:

**Defence Costs are not payable by the Insurer in addition to the policy aggregate Limit of Liability, and the applicable Year One Limit of Liability, Year Two Limit of Liability or Year Three Limit of Liability. Defence Costs are part of Loss and as such are subject to the policy aggregate Limit of Liability for Loss, and the applicable Year One Limit of Liability, Year Two Limit of Liability or Year Three Limit of Liability. Amounts incurred for Defence Costs shall be applied against the Retention amount.**

**A. General Terms**

The Limit of Liability stated in Item 4 of the Declarations is the limit of the Insurer's liability for all Loss under Coverage A and Coverage B combined, arising out of all Claims first made against the Insureds during the Policy Period and the Discovery Period (if applicable); however, the Limit of Liability for the Discovery Period shall be part of, and not in addition to,

the Limit of Liability for the Policy Year in which the Discovery Period is elected, as such limits are set forth below, or the Reinstated Limit as described below (if elected). Further, a Claim which is made subsequent to a Policy Year or Discovery Period (if applicable) which pursuant to Clause 7(b) or 7(c) is considered made during the Policy Year or Discovery Period, shall also be subject to the one applicable Limit of Liability, as such limits are set forth below, or subject to the one aggregate Reinstated Limit if such Reinstated Limit is applicable to such Claim.

The maximum limit of the Insurer's liability for all Loss under all coverages combined, arising out of all Claims first made against the Insureds during the first Policy Year ("Year One Limit of Liability") shall be \$10,000,000. The Year One Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability for the Policy Period.

The maximum limit of the Insurer's liability for all Loss under all coverages combined, arising out of all Claims first made against the Insureds during the second Policy Year ("Year Two Limit of Liability") shall be \$10,000,000. The Year Two Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability for the Policy Period.

The maximum limit of the Insurer's liability for all Loss under all coverages combined, arising out of all Claims first made against the Insureds during the third Policy Year ("Year Three Limit of Liability") shall be \$10,000,000. The Year Three Limit of Liability shall be part of, and not in addition to, the Policy Aggregate Limit of Liability for the Policy Period.

**This policy provides one Limit of Liability for each Policy Year. In no event shall the Limit of Liability for any one Policy Year exceed the applicable Year One Limit of Liability, the Year Two Limit of Liability or the Year Three Limit of Liability.**

**In the event the Named Entity purchases a Reinstated Limit pursuant to Clause 5(B), notwithstanding any provision in the policy to the contrary, such Reinstated Limit shall be equal to the Limit of Liability for the Policy Year in which the Reinstated Limit is elected, as such limits are set forth above in this Clause. In no event shall the Reinstated Limit exceed the applicable Year One Limit of Liability, Year Two Limit of Liability or Year Three Limit of Liability.**

4. The last sentence of the second paragraph of Clause 8. **DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)** is deleted in its entirety and replaced with the following:

However, the Insurer shall not be obligated to defend such Claim after any applicable Limit of Liability has been exhausted, or after an Insured's rejection of a Settlement Opportunity as defined in this Clause 8.

5. Clause 7. **NOTICE/CLAIM REPORTING PROVISIONS** is amended as follows:

(a) paragraph (a) is deleted in its entirety and replaced with the following:

(a) The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of any Claim made against an Insured as soon as practicable and either:

(1) anytime during the Policy Year or during the Discovery Period (if applicable); or

(2) within thirty (30) days after the end of the Policy Year or the Discovery Period (if applicable), as long as such Claim was first made against an Insured within the final thirty (30) of the Policy Year or the Discovery Period (if applicable).

(c) paragraph (c) is deleted in its entirety and replaced with the following:

(c) If during the Policy Year or Discovery Period (if applicable), the Company or the Insureds shall become aware of any circumstances which may reasonably be expected to give rise to a Claim being made against the Insureds and shall give written notice to the Insurer of the circumstances and the reasons for anticipating such a Claim, with full particulars as to dates, persons and entities involved, then any Claim which is subsequently made against the Insureds and reported to the Insurer alleging, arising out of, based upon or attributable to such circumstances or alleging any Related Wrongful Act to such circumstances, shall be considered made at the time such notice of such circumstances was given.

6. The last sentence of the second paragraph in Clause 11. **CANCELLATION CLAUSE** is deleted in its entirety and replaced with the following:

The Insurer shall have the right to the premium amount for the portion of the Policy Year during which the policy was in effect.

7. The third paragraph of Clause 14. **OTHER INSURANCE AND INDEMNIFICATION** is deleted in its entirety and replaced with the following:

Further, in the event other insurance is provided to the Outside Entity or leasing company referenced in the above paragraph, or is provided under any pension trust or employee benefit plan fiduciary liability insurance policy, and such other insurance is provided by the Insurer or any member company of Chartis Inc. (Chartis) (or would be provided but for the application of the retention amount, exhaustion of the limit of liability or failure to submit a notice of a Claim), then the Insurer's maximum aggregate Limit of Liability for all Loss combined in connection with a Claim covered, in part or in whole, by this policy and such other insurance policy issued by Chartis, shall not exceed the greater of any applicable Limit of Liability of this policy or the limit of liability of such other Chartis insurance policy.

8. The policy is further amended to include the following Clause at the end thereof:

**TY-1. PREMIUM**

If a premium amount is provided for in Item 7(a) of the Declarations, as set forth in paragraph 1. of this endorsement, payment of such premium amount shall be remitted within thirty (30) days of the inception of this policy.

If a premium amount is provided for in Item 7(b) of the Declarations, as set forth in paragraph 1. of this endorsement, payment of such premium amounts shall be remitted as follows:

(a) the first year instalment shall be remitted within thirty (30) days of the inception date of this policy;

(b) the second year instalment shall be remitted within thirty (30) of the inception of the second Policy Year;

(c) the third year instalment shall be remitted within thirty (30) of the inception of the third Policy Year

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "L. Ouyang", is written above a horizontal line.

Authorized Representative

**ENDORSEMENT #24**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**PUNITIVE AND EXEMPLARY DAMAGES ENDORSEMENT (IF INSURABLE BY LAW)**

In consideration of the premium charged, it is hereby understood and agreed that the Definition of Loss is hereby amended by deleting the last paragraph in its entirety and replacing it with the following:

If an additional premium is stated in Item 7. of the Declarations page, then Loss shall specifically include, (subject to the policy's other terms, conditions and exclusions, including but not limited to exclusions relating to personal profit or advantage, deliberate fraud, criminal acts or willful violation of any statute, rule or regulation) punitive, exemplary and multiple damages (if insurable by law) (including the multiple or liquidated damages awards under the Age Discrimination in Employment Act and the Equal Pay Act). If an additional premium is not stated in Item 7. of the Declarations page then Loss shall not include punitive, exemplary damages or the multiplied portion of multiple damages.

It is further understood and agreed, that with respect to the coverage provided by this endorsement and all Loss arising therefrom, the aggregate limit of the Insurer's liability shall be \$10,000,000, (hereinafter called the "sublimit of liability"). This sub-limit of liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Item of the Declarations page entitled LIMIT OF LIABILITY and in no way shall serve to increase the Insurer's Limit of Liability as therein stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative

**ENDORSEMENT #25**

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

**TIE-IN OF LIMITS ENDORSEMENT**

In consideration of the premium charged it is hereby understood and agreed that with respect to any Claim (and/or all related Claims) in which at least one person/entity claimed against is an Insured under this policy and at least one person/entity claimed against is an insured under the Directors, Officers and Not-For-Profit Organization Insurance Policy Policy No. 04 540 69 70, 04 540 69 71, 04 540 69 72, 04 540 69 73, (or any renewal or replacement of such policy or any policy which succeeds it in time), issued by the Insurer to Canadian Hockey Association dba Hockey Canada, the combined aggregate limit of liability under both policies for all Loss arising from such Claim(s) combined shall be \$10,000,000. This limitation shall apply even if both policies have been triggered due to a Claim made against the same person/entity but alleging Wrongful Acts both in his/her capacity as an Insured of Canadian Hockey Association dba Hockey Canada and as an Insured of the Company.

Nothing in this endorsement shall be construed to increase the Insurer's limit of liability under this policy as stated in the Declarations of this policy, which shall remain \$10,000,000.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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Authorized Representative



## ENDORSEMENT #26

This endorsement, effective 12:01 A.M. September 1, 2014 forms a part of  
Policy No. 04 540 69 74 issued to Canadian Hockey Association dba Hockey Canada  
by AIG Insurance Company of Canada

### STATUTORY CONDITIONS AMENDATORY

Wherever used in this endorsement: (1) "Insurer" means the insurance company which issued this policy; (2) "Policyholder" means the Named Corporation, Named Entity, Named Insured, Named Organization, Named Sponsor or Insured that is named on the declarations page of this policy; and (3) "Insured" means all other persons or entities afforded coverage under this policy.

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to Insureds that are domiciled in the provinces of Alberta or British Columbia, the following statutory conditions shall apply unless a conflicting provision in the policy provides more favourable terms to the Insured:

#### Change of Interest

The Insurer is liable for covered loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

#### Material Change in Risk

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is:
  - (a) material to the risk, and
  - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the policy is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may:
  - (a) terminate the policy in accordance with the Termination of Insurance condition set forth below, or
  - (b) notify the Insured in writing that, if the Insured desires the policy to continue in force, the Insured must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.

- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the policy is terminated at that time and Termination of Insurance condition (2)(a) applies in respect of the unearned portion of the premium.

#### **Termination of Insurance**

- (1) The policy may be terminated:
  - (a) by the Insurer giving to the Policyholder 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the Policyholder at any time on request.
- (2) If the policy is terminated by the Insurer:
  - (a) the Insurer must refund the excess of premium actually paid by the Policyholder over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the policy, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the policy is terminated by the Policyholder, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the policy, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the policy.
- (4) The 15 day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Policyholder's postal address.

#### **Notice**

- (1) 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.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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*L. Ouzas*

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Authorized Representative

## ENDORSEMENT #27

**This endorsement, effective** 12:01 A.M. September 1, 2014 **forms a part of**  
**Policy No.** 04 540 69 74 **issued to** Canadian Hockey Association dba Hockey Canada  
**by** AIG Insurance Company of Canada

### FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

<u>FORM NUMBER &amp; EDITION DATE</u>	<u>FORM TITLE</u>
68462 (8/97)	DECLARATIONS PAGE
68462 (8/97)	DIRECTORS, OFFICERS AND PRIVATE COMPANY LIABILITY INSURANCE POLICY - PRIVATEEDGE
	APPENDIX A EMPLOYMENT PRACTICES CLAIM PANEL COUNSEL
	APPENDIX A SECURITIES CLAIMS PANEL COUNSEL LIST
	ADDITIONAL INSUREDS - LISTED AFFILIATES
82545 (6/03) CAN	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
82462 (6/03) CAN	CAPTIVE INSURANCE COMPANY EXCLUSION
CAN DOP0897 C0136 (4/05)	COMMISSIONS EXCLUSION
86861 (11/04) CAN	DISCOVERY AMENDED - BILATERAL - ONE YEAR PRESET - TWO AND THREE TBD
82517 (6/03) CAN	SEXUAL ABUSE AND CHILD ABUSE EXCLUSION
86845 (11/04) CAN	ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION ENDORSEMENT
CAN DOP0897 C0138 (2/05)	DOMESTIC PARTNER COVERAGE
86916 (11/04) CAN	ORDER OF PAYMENTS ENDORSEMENT
86934 (11/04) CAN	SPECIFIC ENTITY EXCLUSION (CLAIMS MADE AGAINST)
	SPECIFIC INVESTIGATION/CLAIMS/LITIGATION/EVENT OR ACT EXCLUSION
CAN DOP0897 C0152 (8/06)	THIRD PARTY COVERAGE DELETED
	DEFINITION OF "EMPLOYEE" TO INCLUDE VOLUNTEERS
CAN DOP0897 C0151 (8/06)	SPECIFIC ENTITY EXCLUSION (CLAIMS BROUGHT BY OR AGAINST)
CAN DOP0897 C0142 (1/05)	FINAL DETERMINATION WORDING
82492 (6/03) CAN	NO LIABILITY PROVISION DELETED
82499 (6/03) CAN	PRESUMPTIVE INDEMNIFICATION
CAN DOP0897 C0119 (1/08)	STATUTORY ENDORSEMENT COVERAGE
CAN DOP0897 C0126 (11/05)	POLLUTION COVERAGE SIDE A DEFENCE COSTS ONLY SUBLIMIT OF LIABILITY
	NAMED ENTITY COVERAGE AMENDATORY ENDORSEMENT
CAN DOP0897 C0160 (4/07)	RELIANCE UPON OTHER CARRIER'S APPLICATION
	PENAL DEFENCE COSTS COVERAGE

78859 (10/01) CAN

<u>FORM NUMBER &amp; EDITION DATE</u>	<u>FORM TITLE</u>
CAN DOP0897 C0148 (9/06)	TWO YEAR POLICY PERIOD ENDORSEMENT
82505 (6/03) CAN	PUNITIVE AND EXEMPLARY DAMAGES ENDORSEMENT (IF INSURABLE BY LAW)
82528 (6/03) CAN	TIE-IN OF LIMITS ENDORSEMENT
115642 (07/12)	STATUTORY CONDITIONS AMENDATORY FOR NON-PROPERTY
78869 (10/01) CAN	FORMS INDEX ENDORSEMENT

*L. Oliver*

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**Authorized Representative**



# Excess Policy

## DECLARATIONS

Policy Number: 6803-0917

Chubb Insurance Company of Canada  
herein called the Company

Item 1. **Parent Organization:**  
HOCKEY CANADA

This is Exhibit RRR referred to in the  
affidavit of Bradan O'Grady

Item 2. **Principal Address:**  
801 King Edward Avenue  
Suite N204  
Ottawa, ON K1N6N5

sworn before me, this 15<sup>th</sup>  
day of June, 2016

[Signature]  
A commissioner for taking affidavits

Item 3. **Limit of Liability:** Each Policy Period \$10,000,000.00

Item 4. **Underlying Insurance:**  
(A) **Primary Policy**

<u>Insurer</u>	<u>Policy Number</u>	<u>Limits</u>	<u>Policy Period</u>
AIG Insurance Company of Canada	04 540 69 70 /	\$10,000,000.00	September 1, 2014 to September 1, 2015
	04 540 69 71 /		
	04 540 69 72 /		
	04 540 69 73 /		
	04 540 69 74		

(B) **Other Policies**

<u>Insurer</u>	<u>Policy Number</u>	<u>Limits</u>	<u>Policy Period</u>
The Guarantee Company of North America	120534-10	\$10,000,000.00	September 1, 2014 to September 1, 2015

Item 5. **Policy Period:** From: 12:01 a.m. on September 1, 2014  
To: 12:01 a.m. on September 1, 2017

Item 6. **Endorsements Effective at Inception:**  
CE 14-02-19048 (2/2013 ed.) CE 17-02-9199 (1/2014 ed.)  
CE 14-02-9897Q (11/2005 ed.)  
CE 17-02-9182 (3/2013 ed.)  
CE 17-02-9198 (1/2014 ed.)

Item 7. **Termination of Prior Policies:** 6803-0917 (September 1, 2011 - September 1, 2014)

Item 8. **Pending or Prior Date:** July 1, 2005

The Company issuing this policy has caused this policy to be signed by its authorized officer, but it shall not be valid unless also signed by a duly authorized representative of the Company.



## Excess Policy

IN WITNESS WHEREOF, CHUBB INSURANCE COMPANY OF CANADA has caused this policy to be signed by its President.

CHUBB INSURANCE COMPANY OF CANADA

A handwritten signature in black ink, appearing to be a stylized name.

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

10/22/2014

\_\_\_\_\_  
Date

A handwritten signature in black ink that reads 'Ellen J. Moore'.

\_\_\_\_\_  
President





## Excess Policy

In consideration of the payment of the premium and subject to the Declarations, limitations, conditions, provisions and other terms of this policy, the Company agrees as follows:

- 
- Insuring Clause** 1. The Company shall provide the **Insureds** with insurance during the **Policy Period** excess of the **Underlying Limit**. Coverage hereunder shall attach only after the insurers of the **Underlying Insurance** shall have paid in legal currency the full amount of the **Underlying Limit** for such **Policy Period**. Coverage hereunder shall then apply in conformance with the terms and conditions of the **Primary Policy** as amended by any more restrictive terms and conditions of any other policy designated in Item 4(B) of the Declarations, except as otherwise provided herein.
- 
- Maintenance of Underlying Insurance** 2. All **Underlying Insurance** shall be maintained in full effect during the **Policy Period** and shall afford the same coverage provided by all **Underlying Insurance** in effect upon inception of this **Policy Period**, except for any depletion or exhaustion of the **Underlying Limit** solely by reason of payment of losses thereunder.
- 
- Depletion of Underlying Limit** 3. Only in the event of exhaustion of the **Underlying Limit** by reason of the insurers of the **Underlying Insurance**, or the **Insureds** in the event of financial impairment or insolvency of an insurer of the **Underlying Insurance**, paying in legal currency loss which, except for the amount thereof, would have been covered hereunder, this policy shall continue in force as primary insurance, subject to its terms and conditions and any retention applicable to the **Primary Policy**, which retention shall be applied to any subsequent loss in the same manner as specified in the **Primary Policy**.
- The risk of uncollectability of any **Underlying Insurance**, whether because of financial impairment or insolvency of an underlying insurer or any other reason, is expressly retained by the **Insureds** and is not in any way insured or assumed by the Company.
- 
- Underlying Sublimits** 4. If any **Underlying Limit** is subject to a **Sublimit**:
- (a) coverage hereunder shall not apply to any claim which is subject to such **Sublimit**, however,
  - (b) the **Underlying Limit** shall be recognized hereunder as depleted to the extent of any payment of such claim subject to such **Sublimit**.
- 
- Limit of Liability** 5. The Company's maximum liability for loss shall be the amount set forth in Item 3 of the Declarations.
- 
- Claim Participation** 6. The Company may, at its sole discretion, elect to participate in the investigation, settlement or defense of any claim covered by this policy even if the **Underlying Insurance** has not been exhausted.
-



## Excess Policy

- 
- Pending or Prior Matters** 7. The Company shall not be liable under this policy for any loss which is based upon, arises from or is in consequence of any demand, suit or other proceeding pending, or order, decree or judgment entered against any **Insured** on or prior to the Pending or Prior Date set forth in Item 8 of the Declarations, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein.
- 
- Subrogation - Recoveries** 8. In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery and the **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit in the name of the **Insured**.
- Any amounts recovered after payment of loss hereunder shall be apportioned in the inverse order of payment to the extent of actual payment. The expenses of all recovery proceedings shall be apportioned among the recipients of the recovery in the ratio of their respective recoveries.
- 
- Notice** 9. The **Insureds** shall, as a condition precedent to exercising their rights under this policy, give to the Company written notice as soon as practicable of the cancellation of any **Underlying Insurance**, any notice given under any **Underlying Insurance** and additional or return premiums charged or paid in connection with any **Underlying Insurance**.
- Notice to the Company under this policy shall be given in writing addressed to:
- Notice of claim:
- Chubb Insurance Company of Canada  
Attention: Claims Department  
199 Bay Street, Suite 2500  
P.O. Box 139, Commerce Court Postal Station  
Toronto, Ontario M5L 1E2
- All other notices:
- Chubb Insurance Company of Canada  
Attention: Chubb Executive Risk Department  
199 Bay Street, Suite 2500  
P.O. Box 139, Commerce Court Postal Station  
Toronto, Ontario M5L 1E2
- Such notice shall be effective on the date of receipt by the Company at such address.
-



## Excess Policy

- 
- Company Authorization Clause** 10. By acceptance of this policy, the **Parent Organization** named in Item 1 of the Declarations agrees to act on behalf of all the **Insureds** with respect to the giving and receiving of notice of claim or termination, the payment of premiums and the receiving of any return premiums that may become due under this policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for under this policy (except the giving of notice to apply for any extended reporting period), and the **Insureds** agree that the **Parent Organization** shall act on their behalf.
- 
- Alteration** 11. No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement to this policy which is signed by an authorized employee of Chubb Insurance Company of Canada.
- 
- Policy Termination** 12. This policy shall terminate at the earliest of the following times:
- (a) sixty days after the receipt by the **Parent Organization** of a written notice of termination from the Company;
  - (b) upon the receipt by the Company of written notice of termination from the **Parent Organization**;
  - (c) upon expiration of the **Policy Period**;
  - (d) thirty days after the effective date of any alteration or termination of any **Underlying Insurance**, whether by the **Insureds** or any insurer of the **Underlying Insurer**, unless the Company (i) receives written notice of such alteration or termination from the **Parent Organization**, (ii) receives such information as the Company reasonably requests, and (iii) agrees, pursuant to an endorsement, not to terminate this policy; or
  - (e) at such other time as may be agreed upon by the Company and the **Parent Organization**.
- Notice of cancellation or non-renewal of the **Primary Policy** duly given by the primary insurer shall serve as notice of the cancellation or non-renewal of this policy by the Company.
- The Company shall refund the unearned premium computed at customary short rates if the policy is terminated by the **Parent Organization**. Under any other circumstances the refund shall be computed pro rata.
- 
- Termination Of Prior Policies** 13. Any policies specified in Item 7 of the Declarations shall terminate, if not already terminated, as of the inception date of this policy.
-



## Excess Policy

### Policy Definitions

14.

When used in this policy:

**Insureds** means those persons or organizations insured under the **Primary Policy**.

**Parent Organization** means the organization designated in Item 1 of the Declarations.

**Primary Policy** means the policy scheduled in Item 4(A) of the Declarations or any policy of the same insurer replacing or renewing such policy.

**Policy Period** means the period of time specified in Item 5 of the Declarations, subject to prior termination in accordance with Section 12 above. If any extended reporting period is exercised, such extension shall be treated as set forth in the **Primary Policy**.

**Sublimit** means any **Underlying Insurance** limit of liability which:

- (a) applies only to a particular grant of coverage under such **Underlying Insurance**, and
- (b) reduces and is part of the otherwise applicable limits of liability of such **Underlying Insurance** set forth in Item 4 of the Declarations.

**Underlying Insurance** means all policies scheduled in Item 4 of the Declarations and any policies of the same insurers replacing or renewing them.

**Underlying Limit** means the amount equal to the aggregate of all limits of liability as set forth in Item 4 of the Declarations for all **Underlying Insurance**, subject to any **Sublimits**, plus the applicable uninsured retention, if any, under the **Primary Policy**.



## *Directors and Officers Liability Excess Chubb*

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### **Schedule of Forms**

To be attached to and form part of  
Policy No. 6803-0917

Company: Chubb Insurance Company of Canada

Issued to: HOCKEY CANADA

CE 14-02-19048 (2/13 ed.)

CE 14-02-9897Q (11/05 ed.)

CE 17-02-9182 (3/13 ed.)

CE 17-02-9198 (1/14 ed.)

CE 17-02-9199 (1/14 ed.)



## ENDORSEMENT

Effective date of  
this endorsement: September 1, 2014

Company: Chubb Insurance Company of Canada

Endorsement No. 1

To be attached to and  
form a part of Policy No. 6803-0917

Issued to: HOCKEY CANADA

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## MULTI YEAR ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. Section 12, Policy Termination, of this policy is deleted in its entirety and replaced with the following:
  - 12 This policy shall terminate at the earliest of the following times:
    - (a) sixty days after the receipt by the **Parent Organization** of a written notice of termination from the Company;
    - (b) upon expiration of the **Policy Period**;
    - (c) thirty days after the effective date of any alteration or termination of any **Underlying Insurance**, whether by the **Insured's** or any insurer of the **Underlying Insurer**, unless the Company (i) receives written notice of such alteration or termination from the **Parent Organization**, (ii) receives such information as the Company reasonably requests, and (iii) agrees, pursuant to an endorsement, not to terminate this policy; or
    - (d) at such other time as may be agreed upon by the Company and the **Parent Organization**.

Notice of cancellation or non-renewal of the **Primary Policy** duly given by the primary insurer shall serve as notice of the cancellation or non-renewal of this policy by the Company.

The premium charged for this policy shall be fully earned at the inception of the **Policy Period** and payable by the **Insured** in annual installments at the inception of each **Policy Year**.

2. Section 14, Definitions, of this policy is amended by adding the following definition:

**Policy Year** means the twelve (12) month period commencing on the inception date of the **Policy Period** and each successive twelve (12) month period thereafter up to the **Policy Period** expiration date.



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ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

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Authorized Representative



## ENDORSEMENT

Effective date of  
this endorsement: September 1, 2014

Company: Chubb Insurance Company of Canada

Endorsement No. 2

To be attached to and  
form a part of Policy No. 6803-0917

Issued to: HOCKEY CANADA

It is agreed that:

1. The Insuring Clause is deleted in its entirety and replaced with the following:

The Company shall provide the **Insureds** with insurance during the **Policy Period** excess of the **Underlying Limit**. Coverage hereunder shall attach only after the insurers of the **Underlying Insurance** shall have paid in legal currency the full amount of the **Underlying Limit** for such **Policy Period**. Except with respect to Limits of Liability and as otherwise provided herein, coverage hereunder shall then apply in conformance with the terms and conditions of the **Primary Policy** as amended by any more restrictive terms and conditions of any other policy designated in Item 4(B) of the Declarations.

2. Subsection 5, Limit of Liability is amended by adding the following:

Such Limit of Liability applies regardless of:

- the number of **Insureds**;
- the number of policies included in **Underlying Insurance**; or
- the fact that the Parent Organization represents numerous **Insureds**, each of which is subject to a separate **Underlying Limit**.

For greater certainty, while the Limits of Liability of the **Underlying Insurance** apply separately to each **Insured**, the Limits of Liability of this policy are shared by, and apply collectively to, all **Insureds**.

3. Under Policy Definitions, the definition of **Underlying Limit** is deleted in its entirety and replaced with the following:

**Underlying Limit** means the amount equal to the aggregate of the limit of liability applicable to each **Insured**, as set forth in Item 4 of the Declarations for all **Underlying Insurance**, subject to any **Sublimits**, plus the applicable uninsured retention, if any, under the **Primary Policy**.





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ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

A handwritten signature in black ink, appearing to be 'L. Smith' or similar, written over a horizontal line.

Authorized Representative



## ENDORSEMENT

Effective date of  
this endorsement: September 1, 2014

Company: Chubb Insurance Company of Canada

Endorsement No. 3

To be attached to and  
form a part of Policy No. 6803-0917

Issued to: HOCKEY CANADA

This policy has been issued with this Statutory Conditions Endorsement that amends sections of this policy. These Statutory Conditions apply where an insured under this policy of insurance is domiciled or where any insured property in issue is located in Alberta or British Columbia.

In consideration of the premium charged and notwithstanding anything to the contrary in this policy, it is agreed that in the event of any conflict between the terms and conditions of this Endorsement (in part or in its entirety) and the terms and conditions of the other policy terms and conditions or endorsements (in part or in their entirety), the provisions that are more favourable to the insured shall govern. Nothing in this Endorsement is intended nor shall be construed to violate or vary from the requirements of the Insurance Acts of Alberta or British Columbia. Statutory Condition 1 and Statutory Conditions 6 to 13 apply only to contracts that include insurance against loss or damage to property, Statutory Conditions 2 to 5 and Statutory Condition 14 apply only to contracts that include liability insurance.

### STATUTORY CONDITIONS

#### MISREPRESENTATION

- 1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### PROPERTY OF OTHERS

- 2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - (a) otherwise specifically stated in the contract, or
  - (b) the interest of the insured in that property is stated in the contract.

#### CHANGE OF INTEREST

- 3 The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.



#### MATERIAL CHANGE IN RISK

- 4 (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
- (a) material to the risk, and
  - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
- (a) terminate the contract in accordance with Statutory Condition 5, or
  - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

#### TERMINATION OF INSURANCE

- 5 (1) The contract may be terminated
- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

#### REQUIREMENTS AFTER LOSS

- 6 (1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
- (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
    - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

- (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
  - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - (d) if required by the insurer and if practicable,
    - (i) produce books of account and inventory lists,
    - (ii) furnish invoices and other vouchers verified by statutory declaration, and
    - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

#### FRAUD

- 7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### WHO MAY GIVE NOTICE AND PROOF

- 8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made
- (a) by the agent of the insured if
    - (i) the insured is absent or unable to give the notice or make the proof, and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

#### SALVAGE

- 9 (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### ENTRY, CONTROL, ABANDONMENT

- 10 After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but



- (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
- (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### IN CASE OF DISAGREEMENT

- 11 (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
  - (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the insurer.

#### WHEN LOSS PAYABLE

- 12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

#### REPAIR OR REPLACEMENT

- 13 (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

#### NOTICE

- 14 (1) 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.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

A handwritten signature in black ink, appearing to be 'L. Smith' or similar, written over a horizontal line.

Authorized Representative



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**ENDORSEMENT**

Effective date of  
this endorsement: September 1, 2014

Company: Chubb Insurance Company of Canada

Endorsement No. 4

To be attached to and  
form a part of Policy No. 6803-0917

Issued to: HOCKEY CANADA

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**COMPLIANCE WITH APPLICABLE SANCTION LAWS ENDORSEMENT**

In consideration of the premium charged it is agreed that this insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage, or the interpretation thereof.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

A handwritten signature in black ink, appearing to be 'L. Smith' or similar, written over a horizontal line.

Authorized Representative



## ENDORSEMENT

Effective date of  
this endorsement: September 1, 2014

Company: Chubb Insurance Company of Canada

Endorsement No. 5

To be attached to and  
form a part of Policy No. 6803-0917

Issued to: HOCKEY CANADA

### TERRITORIAL RESTRICTION ENDORSEMENT

In consideration of the premium charged it is agreed that notwithstanding anything to the contrary in this policy/bond or any attached endorsement, this insurance does not apply to any:

- loss, damages, costs, or expenses incurred;
- wrongful act committed;
- claim, occurrence, suit, injury or damage that takes place; or
- property situated,

in Iran, North Korea, Syria, Cuba and Sudan. To the extent any such terms are defined in this policy, such definition applies to this endorsement.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage, or the interpretation thereof.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

A handwritten signature in black ink, appearing to be 'L. Smith' or similar, written over a horizontal line.

Authorized Representative







ENCON Group Inc.  
 500 - 1400 Blair Place  
 Ottawa, Ontario K1J 9B8  
 Telephone 613-786-2000  
 Facsimile 613-786-2001  
 Toll Free 800-267-6684  
 www.encon.ca

# Policy

## PrivatePlus

### Private Entity

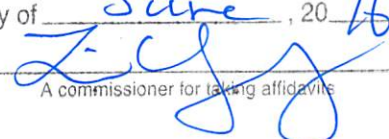
### Management Liability Insurance

Policy Number: PV-427664 Replacing Policy: PV-396351  
 Client Number: 229991 Broker: BELL & GRANT INSURANCE LIMITED

#### DECLARATIONS

1. ENTITY: HALIFAX MOOSEHEADS HOCKEY CLUB INC.
  2. Address: 5284 DUKE ST  
HALIFAX NS B3J 3L2
  3. POLICY PERIOD: 11 December 2013 to 11 December 2015  
at 00:01 local time at the address  
shown above without tacit renewal
  4. Limits of Liability: \$ 1,000,000 per CLAIM  
\$ 1,000,000 annual aggregate
  5. Deductible: \$ 0 per CLAIM with respect to  
Insuring Agreements B and C
  6. Premium: \$  
a) payable immediately  
b) payable on 11 December 2014
- \* All amounts shown in Canadian dollars.
7. Continuity Date: 01 December 1994  
(as per ORIGINAL POLICY, Item V of Section II -  
Definitions)
  8. These Declarations, together with the statements made in the application  
for this insurance, form an integral part of the attached policy  
( Form EIM-PV-2013 ).
  9. Endorsements forming part of this policy at issuance: 1 to 4

"

This is Exhibit TTTT referred to in the  
 affidavit of Brendan O'Grady  
 sworn before me, this 15th  
 day of June, 2016  
  
 A commissioner for taking affidavits

10. INSURERS:	Continental Casualty Company (CNA)	40.0%
	Temple Insurance Company	25.0%
	Aviva Insurance Company of Canada	20.0%
	XL Reinsurance America Inc.	15.0%

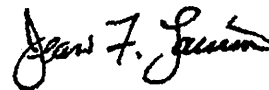
It is agreed that the above INSURERS are binding themselves, severally and not jointly, up to the extent of their above proportion only.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of the subscribing INSURERS' insurance business in Canada.

Insurance Manager: ENCON Group Inc.  
500-1400 Blair Place  
Ottawa, Ontario K1J 9B8

The INSURERS have duly authorized ENCON Group Inc. to execute and sign this policy on their behalf.

Dated: 16 December 2013




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Jean F. Laurin, President  
Authorized Representative



ENCON Group Inc.  
500-1400 Blair Place  
Ottawa, Ontario K1J 9B8  
Telephone 613-786-2000  
Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.encon.ca

# Policy

## PrivatePlus Private Entity Management Liability Insurance

This policy is organized as follows:

Section I – Insuring Agreements ..... Page 1	Section V – Computation of Amounts Payable ..... Page 6
Section II – Definitions ..... Page 1	Section VI – Notice of Claim..... Page 6
Section III – Extensions..... Page 4	Section VII – Defence and Settlement..... Page 7
Section IV – Exclusions ..... Page 5	Section VIII – General Conditions..... Page 7

This is a claims-made and reported policy. It applies only to CLAIMS first made during the POLICY PERIOD or the Discovery Period and then only if reported to ENCON within the POLICY PERIOD or the Discovery Period as outlined in Section VI or Section III of the policy, as the case may be. Please read all of the policy terms carefully.

The INSURER shall not rescind this policy.

### Section I – Insuring Agreements

In consideration of the payment of the premium, in reliance upon the statements made in the application and attachments thereto, and subject to all of the terms and conditions of this policy, the INSURER agrees that:

#### A. Insured Persons Liability (Side A)

The INSURER shall pay, on behalf of the INSURED PERSONS, LOSS that they may become legally obligated to pay as a result of a CLAIM for a WRONGFUL ACT for which the ENTITY or an OUTSIDE ENTITY does not indemnify them.

#### B. Entity Indemnification (Side B)

The INSURER shall pay, on behalf of the ENTITY, LOSS that the INSURED PERSONS may become legally obligated to pay as a result of a CLAIM for a WRONGFUL ACT for which the ENTITY indemnifies them.

#### C. Entity Liability (Side C)

The INSURER shall pay, on behalf of the ENTITY, LOSS that the ENTITY may become legally obligated to pay as a result of a CLAIM for a WRONGFUL ACT.

### Section II – Definitions

#### A. BENEFIT PLAN means:

1. any employee pension plan or employee welfare benefit plan which, at the inception date of the ORIGINAL POLICY, is operated solely by the ENTITY, or jointly by the ENTITY and a labour organization for the benefit of the EMPLOYEES of the ENTITY;
2. any medical, dental, life and accident or employee profit sharing plan which, at the inception date of the ORIGINAL POLICY, is sponsored solely by the ENTITY;
3. any BENEFIT PLAN acquired or created subsequent to the inception date of the ORIGINAL POLICY but only with respect to FIDUCIARY WRONGFUL ACTS occurring subsequent to the date of such acquisition or creation.

#### B. CLAIM means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by the service of a notice of action, statement of claim or similar proceeding;
3. an arbitration proceeding or mediation proceeding commenced by the service of a demand for arbitration, demand for mediation or similar document;
4. an administrative or regulatory proceeding or investigation commenced by the filing of a notice

of hearing, an investigative order or similar document;

5. a criminal or penal proceeding commenced by the laying of an information or similar proceeding; or
6. an official request for EXTRADITION of any INSURED PERSON or the execution of a warrant for the arrest of an INSURED PERSON where such execution is an element of EXTRADITION;

including any appeal therefrom.

CLAIM shall not include any grievance or proceeding brought pursuant to a collective agreement.

C. CONTROL CHANGE means:

1. the acquisition by another entity or person (or group of entities or persons acting in concert) of the ownership or control of voting stock of the ENTITY named in the Declarations resulting in the ownership or control of more than fifty percent (50%) of the voting stock of the ENTITY;
2. the merger or consolidation of the ENTITY with another entity such that the ENTITY is not the surviving entity; or
3. the initial public offering of securities of the ENTITY.

D. D&O WRONGFUL ACT means any actual or alleged defamation, breach of duty, neglect, error, misstatement, misrepresentation, omission or other act done or attempted by the INSURED PERSONS in the discharge of their duties solely in their capacity as INSURED PERSONS of the ENTITY or any matter claimed against them solely by reason of their status as INSURED PERSONS.

E. DAMAGES means:

1. compensatory damages, including but not limited to amounts for which the INSURED PERSONS are statutorily liable due to the insolvency of the ENTITY (including penalties and interest related to such statutory liabilities) pursuant to any Canadian federal, provincial or territorial law;
2. punitive or exemplary damages first rendered by a court in Canada or the United States; or
3. civil penalties assessed against an INSURED PERSON pursuant to the Corruption of Foreign Public Officials Act of Canada or any equivalent federal, provincial, territorial, state or other governmental law;

which the INSUREDS are legally obligated to pay as a result of a judgment, settlement or assessment, including pre- and post-judgment interest and costs taxed against the INSURED. DAMAGES shall not include fines, penalties or damages that may be deemed uninsurable. It is agreed that insurability shall be governed by such applicable law of the jurisdiction

that most favours coverage provided such jurisdiction has a substantial relationship to the relevant INSUREDS or to the CLAIM giving rise to the DAMAGES.

F. DEFENCE COSTS means reasonable and necessary legal, accounting, adjusting or investigating expenses incurred for the defence of CLAIMS

G. EMPLOYEE means any past, present or future individual whose labour or service is engaged and directed by the ENTITY in the normal course of the ENTITY'S business, including voluntary, part-time, seasonal, temporary, contract or leased employees, but not including independent contractors unless specifically added by endorsement to this policy, solely while acting in their capacity with the ENTITY, including the estates, heirs, legal representatives or assigns of any said deceased, incompetent, insolvent or bankrupt individuals.

H. ENCON means the insurance manager whose name and address appear in the Declarations, which is authorized to be the agent of the INSURER. ENCON is not a party to this contract of insurance.

I. ENTITY means:

1. the entity named in the Declarations;
2. any SUBSIDIARY at the inception date of this policy and any former SUBSIDIARY; however, coverage is afforded only with respect to WRONGFUL ACTS occurring during its currency as a SUBSIDIARY;
3. any SUBSIDIARY acquired or created after the inception date of this policy on condition that:
  - (a) written notice, together with full information thereof, is provided to ENCON within ninety (90) days of the acquisition or creation of any new SUBSIDIARY whose total consolidated assets exceed fifty percent (50%) of the total consolidated assets of the ENTITY as reflected in the ENTITY'S most recent audited consolidated financial statements prior to such acquisition or creation;
  - (b) coverage shall apply only to WRONGFUL ACTS occurring subsequent to the effective date of such acquisition unless the INSURER agrees, after presentation of a complete application and all appropriate information, to provide coverage for WRONGFUL ACTS occurring prior to such acquisition; and
  - (c) an additional premium as may be required by the INSURER be paid;
4. the ENTITY as a debtor-in-possession;
5. an OUTSIDE ENTITY for the purposes of Section IV.

**M. FIDUCIARY** means any INSURED PERSON, the BENEFIT PLAN and the ENTITY.

**N. FIDUCIARY WRONGFUL ACT** means any actual or alleged act, error or omission arising out of the management or administration of a BENEFIT PLAN

**O. INSURED** means the INSURED PERSONS, FIDUCIARY and the ENTITY.

**P. INSURED PERSON** means:

1. any past, present or future duly elected, appointed or de facto director, officer, trustee, governor, committee member or management board member (including equivalent executive positions in foreign jurisdictions) of the ENTITY, while acting within the scope of his/her duties as such, including the states, heirs, legal representatives or assigns of any said deceased, incompetent, insolvent or bankrupt INSURED PERSONS;
2. any EMPLOYEE of the ENTITY only if and to the extent a CLAIM is made against him/her for an EPL, WRONGFUL ACT, a FIDUCIARY WRONGFUL ACT, an ODL, WRONGFUL ACT, or a PROFESSIONAL SERVICES WRONGFUL ACT, or
3. any EMPLOYEE of the ENTITY only if and to the extent a CLAIM is made against him/her for a D&O WRONGFUL ACT inasmuch as they are named as a de facto director or officer.

**Q. INSURER** means the insurers whose names appear in the Declarations.

**R. INTERRELATED WRONGFUL ACTS** means WRONGFUL ACTS that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.

**S. INVESTIGATIVE COSTS** means reasonable and necessary legal, accounting, auditing or investigating expenses incurred in connection with the investigation or evaluation of any CLAIM made derivatively for a D&O WRONGFUL ACT.

**I. LOSS** means DAMAGES and DEFENCE COSTS resulting from a CLAIM for which coverage is provided by this policy.

**U. ODL WRONGFUL ACT** means a D&O DIRECTOR

**V. ORIGINAL POLICY** means the first policy purchased by the ENTITY providing coverage of a similar nature to this policy and which has continued through renewal or reinstatement on an uninterrupted basis since its inception. Each Insuring Agreement is considered separately.

**W. OUTSIDE DIRECTOR** means any INSURED PERSON acting in the capacity as a duly elected or appointed director, officer or trustee of an OUTSIDE

**J. ENTITY WRONGFUL ACT** means:

1. any actual or alleged breach of duty, neglect, error, omission, misstatement or misrepresentation done or attempted by the ENTITY; or
2. liability alleged against the ENTITY arising out of a D&O WRONGFUL ACT.

**ENTITY WRONGFUL ACT** shall not include:

- (a) an EPL WRONGFUL ACT;
- (b) a FIDUCIARY WRONGFUL ACT;
- (c) liability arising out of or attributable to any actual or alleged unauthorized use or infringement of any patent, trademark, copyright, service mark, trade dress or trade secret;
- (d) liability arising out of or attributable to the use of products designed, manufactured or distributed by the ENTITY;
- (e) liability arising out of or attributable to any actual or alleged violation of any applicable law with respect to the Competition Act, business competition or unfair trade practices; or
- (f) liability arising out of or attributable to the rendering or failure to render any kind of service for others, either gratuitously or for a fee.

**K. EPL WRONGFUL ACT** means any actual or alleged:

1. wrongful termination of employment;
2. breach of an employment contract;
3. discrimination or harassment adversely affecting any EMPLOYEE of or applicant for employment with the ENTITY;
4. negligent evaluation or wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
5. wrongful discipline or denunciation of EMPLOYEES or infliction of emotional distress;
6. employment-related misrepresentation;
7. employment-related defamation;
8. retaliatory treatment against an EMPLOYEE of the ENTITY on account of such EMPLOYEE'S exercise of his/her rights under law; or
9. discrimination or harassment with respect to any past, present or prospective customers or clients of the ENTITY.

**L. EXTRADITION** means any formal process by which an INSURED PERSON located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

ENTITY, provided such position is being held at the specific request of the ENTITY.

**X. OUTSIDE ENTITY means:**

1. any legally constituted non-profit association or organization; or
2. any other entity specifically stated as such in an endorsement attached hereto.

**Y. POLICY PERIOD means** the period from the inception date of this policy to the policy expiration date as set out in the Declarations or a shorter period in the event the policy is cancelled.

**Z. POLLUTANTS means** any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste reconditioned or reclaimed materials, as well as any air emission, odour, waste water, oil or oil products, infectious or biological waste, asbestos or asbestos products, or any noise.

**AA. PROFESSIONAL SERVICES means** duties performed for the ENTITY by EMPLOYEES solely in their professional capacity as lawyers, notaries, chartered accountants, certified management accountants, certified general accountants and chartered professional accountants.

**BB. PROFESSIONAL SERVICES WRONGFUL ACT means** any actual or alleged act, error or omission arising out of PROFESSIONAL SERVICES.

**CC. SUBSIDIARY means:**

1. any entity of which the ENTITY or a SUBSIDIARY owns more than fifty per cent (50%) of the voting stock and controls more than fifty per cent (50%) of the associated votes; or
2. any partnership, limited partnership (including its general partner), trust or joint venture that the ENTITY or a SUBSIDIARY manages or operates under the terms and conditions of an applicable agreement governing such partnership, limited partnership, trust or joint venture.

**DD. WRONGFUL ACT means:**

1. Solely with respect to Insuring Agreements A and B, WRONGFUL ACT means a D&O WRONGFUL ACT, an EPL WRONGFUL ACT, a FIDUCIARY WRONGFUL ACT, an ODL WRONGFUL ACT, and/or a PROFESSIONAL SERVICES WRONGFUL ACT.
2. Solely with respect to Insuring Agreement C, WRONGFUL ACT means an ENTITY WRONGFUL ACT, an EPL WRONGFUL ACT and/or a FIDUCIARY WRONGFUL ACT.

**Section III – Extensions**

Subject to the terms, conditions and exclusions of this policy:

**A. Discovery Period**

If the INSURER refuses to renew this policy, or if the ENTITY cancels or non-renews this policy, and provided there are no outstanding premiums due hereunder, the INSURED shall have the right within thirty (30) days of the effective date of cancellation or expiry of this policy and upon payment of a premium calculated as a percentage (see below) of the "full annual premium," to an extension of the cover granted by this policy for CLAIMS made against the INSURED during the period indicated below, but only with respect to any WRONGFUL ACT occurring prior to the date of such cancellation or expiry.

As used herein, "full annual premium" means the premium level in effect immediately prior to the effective date of cancellation or expiry.

**Premium Calculation:**

1. If the INSURER refuses to renew:

(a) One Year Option:

- (i) 50% if purchased following the initial policy issued by the INSURER; or
- (ii) 20% if purchased following the second or subsequent consecutive policy issued by the INSURER;

(b) Six Year Option: maximum 200%.

2. If the ENTITY cancels or non-renews:

(a) One Year Option: 75%;

(b) Six Year Option: maximum 200%.

If the Discovery Period extension is purchased, the entire premium shall be deemed earned at its commencement without any obligation by the INSURER to return any part thereof and it shall not in any way increase the limit of liability set forth in the Declarations.

The acceptance by the INSURED of the INSURER'S offer of a new policy relieves the INSURER of any obligation it may have had to provide Discovery Period coverage under this policy.

**B. Spousal/Co-defendant Clause**

Coverage as afforded by this policy shall apply to the spouse (including a domestic partner) of an INSURED PERSON, provided:

1. such spouse is named as a co-defendant in a CLAIM against an INSURED PERSON;
2. such spouse is so named solely by reason of:
  - (a) his/her status as the spouse of an INSURED PERSON; or
  - (b) his/her ownership interest in property that the claimant seeks as recovery in such CLAIM;

3. it is not alleged in the CLAIM that the spouse is liable to the claimant for any reasons other than those contemplated above; and
4. coverage is provided by this policy to the INSURED PERSON for the CLAIM.

**C Side A Excess**

Notwithstanding Section V of this policy, the INSURER shall pay additional LOSS up to a maximum of \$1,000,000 each POLICY PERIOD on behalf of the INSURED PERSONS for LOSS that they may become legally obligated to pay as a result of a CLAIM for a D&O WRONGFUL ACT under Insuring Agreement A.

This LOSS shall be specifically excess of the limit of liability stated in the Declarations and any insurance that is specifically stated to be excess of this policy. Such excess insurance must be completely exhausted before the INSURER shall have any obligation to make any payment under this extension.

**D. Derivative Investigative Costs**

The INSURER shall pay, on behalf of the ENTITY, INVESTIGATIVE COSTS that the INSURED PERSONS may become legally obligated to pay, up to a maximum of \$250,000 per POLICY PERIOD. This amount shall be included in the aggregate limit of liability as stated in the Declarations.

**Section IV – Exclusions**

This insurance does not apply to:

**A. Bodily Injury or Property Damage**

CLAIMS for bodily injury, sickness, mental anguish, disease or death of any person, or damage to or destruction of any tangible property, including loss of use thereof or injury resulting from false arrest, detention, imprisonment, wrongful entry or eviction.

However, this exclusion shall not apply to:

1. DEFENCE COSTS arising from a CLAIM pursuant to section 217.1 of the Criminal Code of Canada (as amended by Bill C-45);
2. DEFENCE COSTS arising from a CLAIM pursuant to Bill 168, the Ontario Occupational Health and Safety Act, or any equivalent provincial legislation;
3. allegations of mental anguish in a CLAIM for an EPL WRONGFUL ACT.

**B. Pollution**

CLAIMS arising out of or attributable to the actual, alleged or threatened discharge, dispersal, release or escape of POLLUTANTS into or upon real or personal property, the atmosphere or water, whether such discharge, dispersal, release or escape is intentional or accidental, or resulting from any direction or request to test for, monitor, cleanup,

remove, contain, treat, detoxify or neutralize POLLUTANTS. However, this exclusion shall not apply to:

1. allegations of retaliatory treatment in a CLAIM for an EPL WRONGFUL ACT;
2. LOSS arising from any CLAIM made directly or derivatively by a security holder of the ENTITY in his/her right as such provided that such CLAIM is brought totally without the solicitation, assistance, participation or intervention of any INSURED PERSON or the ENTITY; or
3. LOSS arising from a non-security holder CLAIM to the extent it is covered under Insuring Agreement A of Section I.

LOSS shall not include costs associated with the monitoring, cleanup, removal, containment, treatment, detoxification or neutralization of POLLUTANTS.

**C. Nuclear**

CLAIMS based upon, arising out of, directly or indirectly resulting from or in consequence of:

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**D. Breach of Contract**

CLAIMS for an actual or alleged breach of contract except that this exclusion does not apply to:

1. any allegations of tortious conduct arising out of or attributable to an actual or alleged breach of contract; or
2. DEFENCE COSTS for CLAIMS arising from an EPL WRONGFUL ACT.

**E. Prior Notification and Litigation**

1. CLAIMS arising from any WRONGFUL ACT if notification has been given under any policy that has expired prior to or upon the inception of this policy, and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such LOSS, in whole or in part, as a result of such notice.
2. CLAIMS arising out of or attributable to any pending or prior CLAIM for a WRONGFUL ACT as at the inception date of the ORIGINAL POLICY or derived from the same or essentially the same facts as alleged in such pending or prior CLAIM.

#### F. Conduct

CLAIMS arising out of or attributable to any:

1. fraudulent, dishonest or criminal act committed deliberately by any INSURED as determined by final non-appealable adjudication of the CLAIM; or
2. INSURED gaining any profit, remuneration or advantage to which such INSURED was not legally entitled as determined by final non-appealable adjudication of the CLAIM.

#### G. Entity vs. Insured

CLAIMS brought by or on behalf of the ENTITY. However, this exclusion shall not apply to:

1. CLAIMS made derivatively, provided such CLAIMS are brought totally without the solicitation, assistance, participation or intervention of any INSURED PERSONS or the ENTITY.

If any "whistleblower" protection of an applicable federal, provincial, local or foreign securities law affords protection to any INSURED PERSONS, such CLAIMS shall not be considered to be with the solicitation, assistance, participation or intervention of any INSURED PERSONS or the ENTITY;

2. CLAIMS brought by a liquidator, receiver, creditors committee, trustee in bankruptcy, administrator, monitor, examiner or rehabilitator; or
3. DEFENCE COSTS arising from a CLAIM made against an INSURED PERSON to the extent it is covered under Insuring Agreement A of Section I.

#### H. Initial Public Offering

CLAIMS arising out of or attributable to any initial public offering of securities of the ENTITY. However, this exclusion shall not apply to:

1. CLAIMS arising out of or attributable to the planning or marketing of any initial public offering prior to the date of such initial public offering; or
2. CLAIMS arising out of or attributable to any initial public offering of securities of the ENTITY if the INSURER is notified in writing of the initial public offering thirty (30) days prior to its effective date and agrees to provide coverage for CLAIMS arising from such initial public offering and the ENTITY accepts any special terms, conditions, exclusions or additional premium charge required by the INSURER.

#### I. Disbursements/Dividends

Solely with respect to the ENTITY, this insurance does not apply to DAMAGES that constitute an amount attributable to:

1. the actual or proposed payment by the ENTITY of an allegedly inadequate or excessive price or consideration for the purchase of securities issued by the ENTITY; or
2. any dividends or other distributions of corporate profits of the ENTITY to any security holder of the ENTITY.

#### J. Other Insurance

CLAIMS covered under another valid and collectible insurance policy. Any coverage provided by this policy shall be specifically excess of and shall not act in contribution with such other insurance policy.

#### Section V – Computation of Amounts Payable

- A. The INSURER will pay LOSS in excess of the deductible stated in the Declarations up to the limit of liability except that DEFENCE COSTS shall be paid over and above the limit of liability provided the said limit of liability has not been exhausted by the payment of DAMAGES. However:

##### 1. First Dollar Defence

For CLAIMS, other than CLAIMS for an EPL WRONGFUL ACT, payable under this policy and that are first brought within the territorial limits and jurisdiction of Canada, the deductible shall apply to DAMAGES but not to DEFENCE COSTS; and

##### 2. Split Damage Deductible

For CLAIMS where the deductible applies to DAMAGES, the INSURER and the INSURED shall contribute equally towards DAMAGES until the INSURED has paid the amount of the deductible stated in the Declarations.

- B. All CLAIMS arising out of the same WRONGFUL ACT and all INTERRELATED WRONGFUL ACTS shall be deemed to be one CLAIM, and such CLAIM shall be deemed to have originated in the earliest POLICY PERIOD in which a CLAIM is first made against any INSURED alleging any such WRONGFUL ACT or INTERRELATED WRONGFUL ACTS.

- C. If a CLAIM triggers more than one (1) deductible amount, the highest of such deductible amounts shall be deemed the deductible amount applicable to LOSS arising from such CLAIM.

- D. The fact that this policy may be extended by virtue of the exercise of the Discovery Period shall not in any way increase the limit of liability set forth in the Declarations.

#### Section VI – Notice of Claim

- A. The INSURED shall, as soon as practicable after the chief executive officer, chief financial officer, general counsel, risk manager or equivalent first becomes aware of the CLAIM, provide written notice to



ENCON at the address indicated in the Declarations but in no event later than ninety (90) days following the expiration date of the POLICY PERIOD. This ninety (90) day extended reporting period will only apply if no replacement coverage is obtained during such ninety (90) day period.

Notwithstanding the aforementioned, any late notice or absence of notice is cause of forfeiture of the rights of the INSUREDS, if the INSURER sustains injury therefrom.

- B. If during the POLICY PERIOD or the Discovery Period the INSUREDS become aware of a WRONGFUL ACT that could reasonably give rise to a CLAIM, and the INSUREDS deliver written notice thereof to ENCON prior to the date of expiry of the policy, any CLAIM arising out of such reported WRONGFUL ACT shall be treated as a CLAIM made during the POLICY PERIOD in which such written notice was delivered. The written notice shall include:
1. the names of the potential claimants and a description of the specific WRONGFUL ACT that forms the basis of their potential CLAIM;
  2. the consequences that have resulted or may result from such specific WRONGFUL ACT;
  3. the nature of the potential damages arising from such specific WRONGFUL ACT; and
  4. the circumstances by which the INSUREDS first became aware of the specific WRONGFUL ACT.
- C. If the effective date of termination of the policy is a Saturday, Sunday or Statutory Holiday, any CLAIM reported to ENCON on the business day immediately following the termination date will be deemed to have been reported within the POLICY PERIOD or the Discovery Period.

#### Section VII – Defence and Settlement

The INSURER has a duty and right to defend any CLAIM made against the INSUREDS for which coverage is provided under this policy, except that:

1. where such CLAIM is for an ODL WRONGFUL ACT; or
2. where such CLAIM is first brought outside of Canada or the United States;

it shall be the duty of the INSURED, and not the INSURER, to defend the CLAIM.

Where it is the duty of the INSURED to defend, the INSUREDS shall not select defence counsel without the INSURER'S written consent, which shall not be unreasonably withheld. The INSURER shall have the right and shall be given the opportunity to effectively associate with the INSUREDS in the investigation, defence and settlement of any CLAIM for which coverage is provided under this policy. DEFENCE COSTS shall be paid, excess of any applicable deductible, on a current basis.

In no event shall the INSURED incur any DEFENCE COSTS, settle or offer to settle any CLAIM, assume any contractual obligation or admit any liability without the INSURER'S written consent, which shall not be unreasonably withheld. The INSURER shall not settle any CLAIM without the written consent of the INSUREDS involved in the CLAIM.

The INSURER'S obligation to defend or continue to defend any CLAIM ends once the available limit of liability is exhausted.

#### Section VIII – General Conditions

##### A. Authorized Agent of the Insureds

In consideration of the issuance of this policy, the INSUREDS agree that the ENTITY is hereby appointed and authorized to act as agent on behalf of the INSUREDS with respect to all matters of any nature or kind relating to or affecting this policy.

##### B. Co-operation

The INSUREDS shall give the INSURER such information and co-operation as it may reasonably require and as shall be in the power of the INSUREDS to provide for the purpose of the investigation, defence and/or settlement of any CLAIM for which coverage is provided under this policy.

The failure of any INSURED PERSON to provide such information and co-operation shall not impair the rights of any other INSURED PERSON under this policy.

##### C. Non-renewal

If the INSURED submits a completed renewal application and the INSURER decides not to offer any renewal terms for this policy, the INSURER shall provide written notice to the INSURED'S broker and the POLICY PERIOD will be extended, if necessary, to ensure that the policy expiration date is at least sixty (60) days subsequent to the date of such notice of non-renewal. If an extension of the POLICY PERIOD is required, the additional premium shall be computed on a pro rata basis.

##### D. Cancellation

This policy may be cancelled by the INSUREDS by delivering written notice by mail, by facsimile or by hand to ENCON stating when thereafter such cancellation shall be effective. This policy may be cancelled by ENCON because of non-payment of premium by said delivery of written notice of cancellation to the INSURED at the address shown in the Declarations stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. The delivery of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD.

Unearned premium shall be computed on a pro rata basis. The INSURER'S cheque delivered as aforesaid shall be a sufficient tender of any refund of premium

duc hereunder. Payment or tender of any unearned premium by the INSURER shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

#### E. Allocation of Loss

If a CLAIM includes covered and uncovered allegations:

1. the INSURER shall pay one hundred per cent (100%) of DEFENCE COSTS incurred on account of such CLAIM made against the INSUREDS;
2. the payment of DAMAGES by the INSURER shall be based on the relative legal exposure of the INSUREDS to covered and uncovered allegations, which shall be determined upon settlement or final adjudication of the CLAIM.

In the event that the INSURED and INSURER cannot otherwise agree on the allocation of DAMAGES, the issue of allocation shall be submitted to binding arbitration pursuant to the Arbitration Act of the Canadian province or territory in which the policy was issued. In the absence of such provincial or territorial legislation, the Arbitration Act of Ontario shall govern the arbitration. The arbitration panel shall consist of one arbitrator appointed by the INSURED, one arbitrator appointed by the INSURER and a third independent arbitrator selected by the INSURED and INSURER'S appointees. The fees and disbursements of the arbitrators shall be shared equally by the INSURED and INSURER, who shall otherwise bear their own costs of the arbitration.

#### F. Order of Payments

If a CLAIM includes allegations against the INSURED PERSONS and the ENTITY, and if it is determined that the potential LOSS payable exceeds the remaining limit of liability available under the policy, the ENTITY may elect in writing through its chief executive officer (or equivalent executive position) to:

1. have the INSURER first pay LOSS attributable to the INSURED PERSONS; and
2. decline or defer payment of LOSS attributable to the ENTITY.

If this election is made, the ENTITY shall be responsible for the initial payment of any deferred LOSS. The INSURER shall have no obligation to pay LOSS after exhaustion of the limit of liability regardless of whether the ENTITY has declined or deferred payment.

The financial impairment of the ENTITY shall not relieve the INSURER of any of its obligations to prioritize payment of covered LOSS, pursuant to this clause.

#### G. Change in Control

In the event of a CONTROL CHANGE, coverage under this policy shall continue until its expiry, but

only with respect to CLAIMS for WRONGFUL ACTS occurring prior to the effective date of the CONTROL CHANGE, unless ENCON is notified in writing of the CONTROL CHANGE prior to its effective date, ENCON agrees in writing to provide coverage for WRONGFUL ACTS occurring on or after such effective date, and the ENTITY accepts any special terms, conditions, exclusions or additional premium charge required by the INSURER.

#### H. Action Against Insurer

No action shall be taken against the INSURER unless, as a condition precedent thereto, the INSUREDS shall have been in full compliance with all the terms of this policy.

#### I. Subrogation

In the event of any payment under this policy, the INSURER shall be subrogated to the extent of such payment to all the rights of recovery of the INSUREDS, and the INSUREDS shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the INSURER effectively to bring suit in the name of the INSUREDS or the ENTITY.

The INSURER shall not exercise its right of subrogation against an INSURED unless the Conduct Exclusion applies to such INSURED.

#### J. Severability of Exclusions

The WRONGFUL ACT of any INSURED PERSON shall not be imputed to any other INSURED for purposes of determining the applicability of the exclusions in Section IV, except that for Insuring Agreement C, the WRONGFUL ACT of any past, present or future chief executive officer or chief financial officer shall be imputed to the ENTITY.

#### K. Severability, Application and Representations

Subject to all of its terms and conditions, this policy shall apply to each INSURED in the same manner and to the same extent as if a separate policy had been issued to each. With respect to the declarations, statements and representations contained in the application for coverage, the knowledge of any INSURED PERSON shall not be imputed to any other INSURED, except that the knowledge of the chief executive officer or chief financial officer shall be imputed to the ENTITY.

In granting coverage under this policy, the INSURER has relied upon the declarations, statements and representations contained in the application for this policy (including materials submitted therewith, any public documents filed by the ENTITY during the twelve (12) month period immediately preceding the inception of the POLICY PERIOD, and in the case of a renewal application, all such previous policy applications for which this policy is a renewal) as being accurate and complete.

If the declarations, statements and representations in the application were not accurate and complete and

materially affected the acceptance of the risk by the INSURER, then there shall be no coverage for:

1. LOSS under Insuring Agreement A or B with respect to any INSURED PERSON who had knowledge, as of the effective date of the POLICY PERIOD, of facts that were not accurately and completely disclosed, whether or not the INSURED PERSON knew the application contained such facts; or
2. LOSS under Insuring Agreement C with respect to the ENTITY if any INSURED PERSON who is or was a chief executive officer or chief financial officer of the ENTITY had knowledge, as of the initial date of the POLICY PERIOD, of the facts that were not accurately and completely disclosed, whether or not the INSURED PERSON knew the application contained such facts.

The INSURER shall not rescind this policy.

**L Territory**

Except as otherwise stated, coverage shall apply worldwide.

**M. Currency**

Except as otherwise stated, all amounts under this policy are expressed and payable in the currency of Canada.

**N. Headings**

The headings to the provisions in this policy, including those found in any endorsements attached hereto, are provided solely for convenience, and form no part of the terms and conditions of coverage.

**O. Interpretation**

This policy shall be interpreted and construed in accordance with the laws of the Canadian province in which the policy was issued.

**P. Conformity to Statute**

The terms of this policy that are in conflict with the terms of any applicable laws construing this policy, including the Quebec Civil Code, are hereby amended to conform to such laws.

**Q. Declarations**

In consideration of the payment of the premium, and in reliance upon the statements made in the application for this insurance, which is made a part hereof and subject to all of the terms and conditions of this policy, the INSURER has caused this policy to be executed on the Declarations.



ENCON Group Inc.  
500 - 1400 Blair Place  
Ottawa, Ontario K1J 9B8  
Telephone 613-786-2000  
Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.encon.ca

# Endorsement

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Endorsement No.: 0001  
Standard Form: DOPV550  
Attached to and forming part  
of Policy Number: PV-427664

## Prior Acts Exclusion

It is agreed that this policy does not apply to CLAIMS arising out of or attributable to a WRONGFUL ACT committed or alleged to have been committed by any INSURED on or before 18 September 2003.

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



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Ottawa, Ontario K1J 9B8  
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www.encon.ca

# Endorsement

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Endorsement No.: 0002  
Standard Form: DOPV805  
Attached to and forming part  
of Policy Number: PV-427664

Insured Person Amendment (Employee as Co-defendant)

It is agreed that paragraph 3 of Item P of Section II - Definitions is amended to read as follows:

3. any EMPLOYEE of the ENTITY with respect to a CLAIM for a D&O WRONGFUL ACT provided that such EMPLOYEE is named as a co-defendant with an INSURED PERSON.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Ottawa, Ontario K1J 9B8  
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www.encon.ca

# Endorsement

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Endorsement No.: 0003  
Standard Form: DOPV723A  
Attached to and forming part  
of Policy Number: PV-427664

## Defence Costs Within Limit (Outside Canada)

It is agreed that Item A of Section V - Computation of Amounts Payable is amended to read as follows:

- A. The INSURER will pay LOSS in excess of the deductible stated in the Declarations up to the limit of liability except that, solely with respect to CLAIMS first brought in Canada, DEFENCE COSTS shall be paid over and above the limit of liability provided the said limit of liability has not been exhausted by the payment of DAMAGES. However:

1. First Dollar Defence

For CLAIMS, other than CLAIMS for an EPL WRONGFUL ACT, payable under this policy that are first brought within the territorial limits and jurisdiction of Canada, the deductible shall apply to DAMAGES but not to DEFENCE COSTS; and

2. Split Damage Deductible

For CLAIMS where the deductible applies to DAMAGES, the INSURER and the INSURED shall contribute equally towards DAMAGES until the INSURED has paid the amount of the deductible stated in the Declarations.

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



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500 - 1400 Blair Place  
Ottawa, Ontario K1J 9B8  
Telephone 613-786-2000  
Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.encon.ca

# Endorsement

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Endorsement No.: 0004  
Standard Form: DOPV767B  
Attached to and forming part  
of Policy Number: PV-427664

## EPL Deductible Amendment

It is agreed that, solely with respect to an EPL WRONGFUL ACT, Item 5 of the Declarations is amended to read as follows:

- |                    |  |
|--------------------|--|
| 5. Deductible: \$0 | each CLAIM first brought within the territorial limits and jurisdiction of Canada  |
| \$10,000           | each CLAIM first brought outside the territorial limits and jurisdiction of Canada |

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



ENCON Group Inc  
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Ottawa, Ontario K1J 9B8  
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Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.encon.ca

# Policy

## PrivatePlus Private Entity Management Liability Insurance

Policy Number: PV-436076 Replacing Policy: PV-418443  
Client Number: 283740 Broker: MARSH CANADA LIMITED

### DECLARATIONS

1. ENTITY: OTTAWA SPORTS AND ENTERTAINMENT GROUP
2. Address: 200-180 KENT ST  
OTTAWA ON K1P 0B6
3. POLICY PERIOD: 22 May 2014 to 22 May 2015  
at 00:01 local time at the address  
shown above without tacit renewal.
4. Limits of Liability: \$ 10,000,000 per CLAIM  
\$ 10,000,000 per POLICY PERIOD
5. Deductible: \$ 10,000 per CLAIM with respect to  
Insuring Agreements B and C
6. Premium: \$

\* All amounts shown in Canadian dollars.

7. Continuity Date: 22 May 2012  
(as per ORIGINAL POLICY, Item V of Section II -  
Definitions)
8. These Declarations, together with the statements made in the application  
for this insurance, form an integral part of the attached policy  
( Form EIM-PV-2013 ).
9. Endorsements forming part of this policy at issuance: 1 to 7

This is Exhibit 4 referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15th  
day of June, 2016

L. J. J.  
A Commissioner for taking affidavits



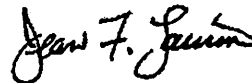
10. INSURERS:	Temple Insurance Company	25.0%
	Aviva Insurance Company of Canada	25.0%
	ACE INA Insurance	25.0%
	XL Reinsurance America Inc.	15.0%
	Everest Insurance Company of Canada	10.0%

It is agreed that the above INSURERS are binding themselves, severally and not jointly, up to the extent of their above proportion only.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of the subscribing INSURERS' insurance business in Canada.

Insurance Manager: ENCON Group Inc.  
500-1400 Blair Place  
Ottawa, Ontario K1J 9B8

The INSURERS have duly authorized ENCON Group Inc. to execute and sign this policy on their behalf.



Dated: 30 June 2014

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Jean F. Laurin, President  
Authorized Representative



ENCON Group Inc  
 500-1400 Blair Place  
 Ottawa, Ontario K1J 9B8  
 Telephone 613-786-2000  
 Facsimile 613-786-2001  
 Toll Free 800-267-6684  
 www.encon.ca

# Policy

## PrivatePlus

## Private Entity

## Management Liability Insurance

This policy is organized as follows:

Section I – Insuring Agreements ..... Page 1	Section V – Computation of Amounts Payable ..... Page 6
Section II – Definitions ..... Page 1	Section VI – Notice of Claim..... Page 6
Section III – Extensions ..... Page 4	Section VII – Defence and Settlement..... Page 7
Section IV – Exclusions ..... Page 5	Section VIII – General Conditions..... Page 7

This is a claims-made and reported policy. It applies only to CLAIMS first made during the POLICY PERIOD or the Discovery Period and then only if reported to ENCON within the POLICY PERIOD or the Discovery Period as outlined in Section VI or Section III of the policy, as the case may be. Please read all of the policy terms carefully.

The INSURER shall not rescind this policy

### Section I – Insuring Agreements

In consideration of the payment of the premium, in reliance upon the statements made in the application and attachments thereto, and subject to all of the terms and conditions of this policy, the INSURER agrees that:

#### A. Insured Persons Liability (Side A)

The INSURER shall pay, on behalf of the INSURED PERSONS, LOSS that they may become legally obligated to pay as a result of a CLAIM for a WRONGFUL ACT for which the ENTITY or an OUTSIDE ENTITY does not indemnify them.

#### B. Entity Indemnification (Side B)

The INSURER shall pay, on behalf of the ENTITY, LOSS that the INSURED PERSONS may become legally obligated to pay as a result of a CLAIM for a WRONGFUL ACT for which the ENTITY indemnifies them.

#### C. Entity Liability (Side C)

The INSURER shall pay, on behalf of the ENTITY, LOSS that the ENTITY may become legally obligated to pay as a result of a CLAIM for a WRONGFUL ACT

### Section II – Definitions

#### A. BENEFIT PLAN means:

1. any employee pension plan or employee welfare benefit plan which, at the inception date of the ORIGINAL POLICY, is operated solely by the ENTITY, or jointly by the ENTITY and a labour organization for the benefit of the EMPLOYEES of the ENTITY;
2. any medical, dental, life and accident or employee profit sharing plan which, at the inception date of the ORIGINAL POLICY, is sponsored solely by the ENTITY;
3. any BENEFIT PLAN acquired or created subsequent to the inception date of the ORIGINAL POLICY but only with respect to FIDUCIARY WRONGFUL ACTS occurring subsequent to the date of such acquisition or creation.

#### B. CLAIM means

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by the service of a notice of action, statement of claim or similar proceeding;
3. an arbitration proceeding or mediation proceeding commenced by the service of a demand for arbitration, demand for mediation or similar document;
4. an administrative or regulatory proceeding or investigation commenced by the filing of a notice

- that most favours coverage provided such jurisdiction has a substantial relationship to the relevant INSUREDS or to the CLAIM giving rise to the DAMAGES.
- F. DIFFERENTIAL COSTS means reasonable and necessary legal, accounting, adjusting or investigating expenses incurred for the defence of CLAIMS.
- G. EMPLOYEE means any past, present or future individual whose labour or service is engaged and directed by the ENTITY in the normal course of the ENTITY'S business, including voluntary, part-time, seasonal, temporary, contract or leased employees, but not including independent contractors unless specifically added by endorsement to this policy, solely while acting in their capacity with the ENTITY, including the estate, heirs, legal representatives or assigns of any said deceased, incompetent, insolvent or bankrupt individuals.
- H. ENCON means the insurance manager whose name and address appear in the Declarations, which is authorized to be the agent of the INSURER, ENCON is not a party to this contract of insurance.
1. ENTITY means:
- the entity named in the Declarations;
  - any SUBSIDIARY at the inception date of this policy and any former SUBSIDIARY; however, coverage is afforded only with respect to WRONGFUL ACTS occurring during its currency as a SUBSIDIARY;
  - any SUBSIDIARY acquired or created after the inception date of this policy on condition that:
    - written notice, together with full information thereof, is provided to ENCON within ninety (90) days of the acquisition or creation of any new assets exceed fifty per cent (50%) of the total consolidated assets of the ENTITY as reflected in the ENTITY'S most recent audited consolidated financial statements prior to such acquisition or creation;
    - coverage shall apply only to WRONGFUL ACTS occurring subsequent to the effective date of such acquisition unless the INSURER agrees, after presentation of a complete application and all appropriate information, to provide coverage for WRONGFUL ACTS occurring prior to such acquisition; and
    - an additional premium as may be required by the INSURER be paid;
  - the ENTITY as a debtor-in-possession;
  - an OUTSIDE ENTITY for the purposes of Section IV.
- that most favours coverage provided such jurisdiction has a substantial relationship to the relevant INSUREDS or to the CLAIM giving rise to the DAMAGES.
- F. DIFFERENTIAL COSTS means reasonable and necessary legal, accounting, adjusting or investigating expenses incurred for the defence of CLAIMS.
- G. EMPLOYEE means any past, present or future individual whose labour or service is engaged and directed by the ENTITY in the normal course of the ENTITY'S business, including voluntary, part-time, seasonal, temporary, contract or leased employees, but not including independent contractors unless specifically added by endorsement to this policy, solely while acting in their capacity with the ENTITY, including the estate, heirs, legal representatives or assigns of any said deceased, incompetent, insolvent or bankrupt individuals.
- H. ENCON means the insurance manager whose name and address appear in the Declarations, which is authorized to be the agent of the INSURER, ENCON is not a party to this contract of insurance.
1. ENTITY means:
- the entity named in the Declarations;
  - any SUBSIDIARY at the inception date of this policy and any former SUBSIDIARY; however, coverage is afforded only with respect to WRONGFUL ACTS occurring during its currency as a SUBSIDIARY;
  - any SUBSIDIARY acquired or created after the inception date of this policy on condition that:
    - written notice, together with full information thereof, is provided to ENCON within ninety (90) days of the acquisition or creation of any new assets exceed fifty per cent (50%) of the total consolidated assets of the ENTITY as reflected in the ENTITY'S most recent audited consolidated financial statements prior to such acquisition or creation;
    - coverage shall apply only to WRONGFUL ACTS occurring subsequent to the effective date of such acquisition unless the INSURER agrees, after presentation of a complete application and all appropriate information, to provide coverage for WRONGFUL ACTS occurring prior to such acquisition; and
    - an additional premium as may be required by the INSURER be paid;
  - the ENTITY as a debtor-in-possession;
  - an OUTSIDE ENTITY for the purposes of Section IV.
- which the INSUREDS are legally obligated to pay as a result of a judgment, settlement or assessment, including pre- and post-judgment interest and costs taxed against the INSURED. DAMAGES shall not include fines, penalties or damages that may be deemed uninsured. It is agreed that insurability shall be governed by such applicable law of the jurisdiction
- of hearing, an investigative order or similar document;
- 5 a criminal or penal proceeding commenced by the laying of an information or similar proceeding; or
- 6 an official request for EXTRADITION of any INSURED PERSON or the execution of a warrant for the arrest of an INSURED PERSON where such execution is an element of EXTRADITION;
- including any appeal therefrom.
- CLAIM shall not include any grievance or proceeding brought pursuant to a collective agreement.
- C. CONTROL CHAIN means:
- the acquisition by another entity or person (or group of entities or persons acting in concert) of the ownership or control of voting stock of the ENTITY named in the Declarations resulting in the ownership or control of more than fifty per cent (50%) of the voting stock of the ENTITY;
  - the merger or consolidation of the ENTITY with another entity such that the ENTITY is not the surviving entity; or
  - the initial public offering of securities of the ENTITY.
- D. D&O WRONGFUL ACT means any actual or alleged defamatory, breach of duty, neglect, error, misstatement, misrepresentation, omission or other act done in attempt by the INSURED PERSONS in the discharge of their duties solely in their capacity as INSURED PERSONS of the ENTITY or any matter claimed against them solely by reason of their status as INSURED PERSONS
- E. DAMAGES means:
- compensatory damages, including but not limited to amounts for which the INSURED PERSONS are statutorily liable due to the insolvency of the ENTITY (including penalties and interest related to such statutory liabilities) pursuant to any Canadian federal, provincial or territorial law;
  - punitive or exemplary damages first rendered by a court in Canada or the United States; or
  - civil penalties assessed against an INSURED PERSON pursuant to the Corruption of Foreign Public Officials Act of Canada or any equivalent federal, provincial, territorial, state or other governmental law;
- which the INSUREDS are legally obligated to pay as a result of a judgment, settlement or assessment, including pre- and post-judgment interest and costs taxed against the INSURED. DAMAGES shall not include fines, penalties or damages that may be deemed uninsured. It is agreed that insurability shall be governed by such applicable law of the jurisdiction

J. ENTITY WRONGFUL ACT means:

1. any actual or alleged breach of duty, neglect, error, omission, misstatement or misrepresentation done or attempted by the ENTITY; or
2. liability alleged against the ENTITY arising out of a D&O WRONGFUL ACT

ENTITY WRONGFUL ACT shall not include:

- (a) an EPL WRONGFUL ACT;
- (b) a FIDUCIARY WRONGFUL ACT;
- (c) liability arising out of or attributable to any actual or alleged unauthorized use or infringement of any patent, trademark, copyright, service mark, trade dress or trade secret;
- (d) liability arising out of or attributable to the use of products designed, manufactured or distributed by the ENTITY;
- (e) liability arising out of or attributable to any actual or alleged violation of any applicable law with respect to the Competition Act, business competition or unfair trade practices; or
- (f) liability arising out of or attributable to the rendering or failure to render any kind of service for others, either gratuitously or for a fee.

K. EPL WRONGFUL ACT<sup>1</sup> means any actual or alleged:

1. wrongful termination of employment;
2. breach of an employment contract;
3. discrimination or harassment adversely affecting any EMPLOYEE of or applicant for employment with the ENTITY;
4. negligent evaluation or wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
5. wrongful discipline or demotion of EMPLOYEES or infliction of emotional distress;
6. employment-related misrepresentation;
7. employment-related defamation;
8. retaliatory treatment against an EMPLOYEE of the ENTITY on account of such EMPLOYEE'S exercise of his/her rights under law; or
9. discrimination or harassment with respect to any past, present or prospective customers or clients of the ENTITY.

L. EXTRADITION means any formal process by which an INSURED PERSON located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

M. FIDUCIARY means any INSURED PERSON, the BENEFIT PLAN and the ENTITY.

N. FIDUCIARY WRONGFUL ACT means any actual or alleged act, error or omission arising out of the management or administration of a BENEFIT PLAN.

O. INSURED means the INSURED PERSONS, FIDUCIARY and the ENTITY.

P. INSURED PERSON means:

1. any past, present or future duly elected, appointed or de facto director, officer, trustee, governor, general counsel, risk manager, management committee member or management board member (including equivalent executive positions in foreign jurisdictions) of the ENTITY, while acting within the scope of his/her duties as such, including the estates, heirs, legal representatives or assigns of any said deceased, incompetent, insolvent or bankrupt INSURED PERSONS;
2. any EMPLOYEE of the ENTITY only if and to the extent a CLAIM is made against him/her for an EPL WRONGFUL ACT, a FIDUCIARY WRONGFUL ACT, an ODL WRONGFUL ACT, or a PROFESSIONAL SERVICES WRONGFUL ACT; or
3. any EMPLOYEE of the ENTITY only if and to the extent a CLAIM is made against him/her for a D&O WRONGFUL ACT inasmuch as they are named as a de facto director or officer.

Q. INSURER means the insurers whose names appear in the Declarations.

R. INTERRELATED WRONGFUL ACTS means WRONGFUL ACTS that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.

S. INVESTIGATIVE COSTS means reasonable and necessary legal, accounting, adjusting or investigating expenses incurred in connection with the investigation or evaluation of any CLAIM made derivatively for a D&O WRONGFUL ACT.

T. LOSS means DAMAGES and DEFENCE COSTS resulting from a CLAIM for which coverage is provided by this policy.

U. ODL WRONGFUL ACT means a D&O WRONGFUL ACT committed by an OUTSIDE DIRECTOR.

V. ORIGINAL POLICY means the first policy purchased by the ENTITY providing coverage of a similar nature to this policy and which has continued through renewal or reinstatement on an uninterrupted basis since its inception. Each Insuring Agreement is considered separately.

W. OUTSIDE DIRECTOR means any INSURED PERSON acting in the capacity as a duly elected or appointed director, officer or trustee of an OUTSIDE

ENTITY, provided such position is being held at the specific request of the ENTITY

X. OUTSIDE ENTITY means:

1. any legally constituted non-profit association or organization; or
2. any other entity specifically stated as such in an endorsement attached hereto.

Y. POLICY PERIOD means the period from the inception date of this policy to the policy expiration date as set out in the Declarations or a shorter period in the event the policy is cancelled.

Z. POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste, recombinant or recombined micro-organisms, as well as any air emission, odour, waste water, oil or oil products, infectious or biological waste, or asbestos in asbestos products, in any form.

AA. PROFESSIONAL SERVICES means duties performed for the ENTITY by EMPLOYEES solely in their professional capacity as lawyers, notaries, chartered accountants, certified management accountants, certified general accountants and chartered professional accountants.

BB. PROFESSIONAL SERVICES WRONGFUL ACT means any actual or alleged act, error or omission arising out of PROFESSIONAL SERVICES.

CC. SUBSIDIARY means:

1. any entity of which the ENTITY or a SUBSIDIARY owns more than fifty per cent (50%) of the voting stock and controls more than fifty per cent (50%) of the associated votes; or
2. any partnership, limited partnership (including its general partner), trust or joint venture that the ENTITY or a SUBSIDIARY manages or operates under the terms and conditions of an applicable agreement governing such partnership, limited partnership, trust or joint venture.

DD. WRONGFUL ACT means:

1. Solely with respect to Insuring Agreements A and B, WRONGFUL ACT means a D&O WRONGFUL ACT, an EPL WRONGFUL ACT, a PROFESSIONAL SERVICES WRONGFUL ACT, and/or a PROFESSIONAL WRONGFUL ACT, and/or a PROFESSIONAL SERVICES WRONGFUL ACT.
2. Solely with respect to Insuring Agreement C, WRONGFUL ACT means an ENTITY WRONGFUL ACT, an EPL WRONGFUL ACT, and/or a FIDUCIARY WRONGFUL ACT.

### Section III - Extensions

Subject to the terms, conditions and exclusions of this policy:

A. Discovery Period

If the INSURER refuses to renew this policy, or if the ENTITY cancels or non-renews this policy, and provided there are no outstanding premiums due hereunder, the INSURED shall have the right within thirty (30) days of the effective date of cancellation or expiry of this policy and upon payment of a premium calculated as a percentage (see below) of the "full annual premium" to an extension of the cover granted by this policy for CLAIMS made against the INSURED during the period indicated below, but only with respect to any WRONGFUL ACT occurring prior to the date of such cancellation or expiry.

As used herein, "full annual premium" means the premium level in effect immediately prior to the effective date of cancellation or expiry.

Premium Calculation:

1. If the INSURER refuses to renew:

(a) One Year Option:

- (i) 50% if purchased following the initial policy issued by the INSURER; or
- (ii) 20% if purchased following the second or subsequent consecutive policy issued by the INSURER;

- (b) Six Year Option: maximum 210%.

2. If the ENTITY cancels or non-renews:

(a) One Year Option: 75%;

- (b) Six Year Option: maximum 200%.

If the Discovery Period extension is purchased, the entire premium shall be deemed earned at its commencement without any obligation by the INSURER to return any part thereof and it shall not in any way increase the limit of liability set forth in the Declarations.

The acceptance by the INSURED of the INSURER'S offer of a new policy relieves the INSURER of any obligation it may have had to provide Discovery Period coverage under this policy.

### B. Spouse/Co-defendant Clause

Coverage as afforded by this policy shall apply to the spouse (including a domestic partner) of an INSURED PERSON, provided:

1. such spouse is named as a co-defendant in a CLAIM against an INSURED PERSON;
2. such spouse is so named solely by reason of:
  - (a) her/his status as the spouse of an INSURED PERSON; or
  - (b) his/her ownership interest in property that the claimant seeks as recovery in such CLAIM.

3. it is not alleged in the CLAIM that the spouse is liable to the claimant for any reasons other than those contemplated above; and
4. coverage is provided by this policy to the INSURED PERSON for the CLAIM.

**C. Side A Excess**

Notwithstanding Section V of this policy, the INSURER shall pay additional LOSS up to a maximum of \$1,000,000 each POLICY PERIOD on behalf of the INSURED PERSONS for LOSS that they may become legally obligated to pay as a result of a CLAIM for a D&O WRONGFUL ACT under Insuring Agreement A.

This LOSS shall be specifically excess of the limit of liability stated in the Declarations and any insurance that is specifically stated to be excess of this policy. Such excess insurance must be completely exhausted before the INSURER shall have any obligation to make any payment under this extension.

**D. Derivative Investigative Costs**

The INSURER shall pay, on behalf of the ENTITY, INVESTIGATIVE COSTS that the INSURED PERSONS may become legally obligated to pay, up to a maximum of \$250,000 per POLICY PERIOD. This amount shall be included in the aggregate limit of liability as stated in the Declarations.

**Section IV – Exclusions**

This insurance does not apply to:

**A. Bodily Injury or Property Damage**

CLAIMS for bodily injury, sickness, mental anguish, disease or death of any person, or damage to or destruction of any tangible property, including loss of use thereof or injury resulting from false arrest, detention, imprisonment, wrongful entry or eviction.

However, this exclusion shall not apply to:

1. DEFENCE COSTS arising from a CLAIM pursuant to section 217.1 of the Criminal Code of Canada (as amended by Bill C-45);
2. DEFENCE COSTS arising from a CLAIM pursuant to Bill 168, the Ontario Occupational Health and Safety Act, or any equivalent provincial legislation;
3. allegations of mental anguish in a CLAIM for an EPL WRONGFUL ACT

**B. Pollution**

CLAIMS arising out of or attributable to the actual, alleged or threatened discharge, dispersal, release or escape of POLLUTANTS into or upon real or personal property, the atmosphere or water, whether such discharge, dispersal, release or escape is intentional or accidental, or resulting from any direction or request to test for, monitor, cleanup,

remove, contain, treat, detoxify or neutralize POLLUTANTS. However, this exclusion shall not apply to:

1. allegations of retaliatory treatment in a CLAIM for an EPL WRONGFUL ACT;
2. LOSS arising from any CLAIM made directly or derivatively by a security holder of the ENTITY in his/her right as such provided that such CLAIM is brought totally without the solicitation, assistance, participation or intervention of any INSURED PERSON or the ENTITY; or
3. LOSS arising from a non-security holder CLAIM to the extent it is covered under Insuring Agreement A of Section I.

LOSS shall not include costs associated with the monitoring, cleanup, removal, containment, treatment, detoxification or neutralization of POLLUTANTS.

**C. Nuclear**

CLAIMS based upon, arising out of, directly or indirectly resulting from or in consequence of:

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**D. Breach of Contract**

CLAIMS for an actual or alleged breach of contract except that this exclusion does not apply to:

1. any allegations of tortious conduct arising out of or attributable to an actual or alleged breach of contract; or
2. DEFENCE COSTS for CLAIMS arising from an EPL WRONGFUL ACT

**E. Prior Notification and Litigation**

1. CLAIMS arising from any WRONGFUL ACT if notification has been given under any policy that has expired prior to or upon the inception of this policy, and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such LOSS, in whole or in part, as a result of such notice
2. CLAIMS arising out of or attributable to any pending or prior CLAIM for a WRONGFUL ACT as at the inception date of the ORIGINAL POLICY or derived from the same or essentially the same facts as alleged in such pending or prior CLAIM.

**F. Conduct**

CLAIMS arising out of or attributable to any:

1. fraudulent, dishonest or criminal act committed deliberately by any INSURED as determined by final non-appealable adjudication of the CLAIM; or
2. INSURED gaining any profit, remuneration or advantage to which such INSURED was not legally entitled as determined by final non-appealable adjudication of the CLAIM.

**G. Entity vs. Insured**

CLAIMS brought by or on behalf of the ENTITY However, this exclusion shall not apply to:

1. CLAIMS made derivatively, provided such CLAIMS are brought totally without the solicitation, assistance, participation or intervention of any INSURED PERSONS or the ENTITY.

If any "whistleblower" protection of an applicable federal, provincial, local or foreign securities law affords protection to any INSURED PERSONS, such CLAIMS shall not be considered to be with the solicitation, assistance, participation or intervention of any INSURED PERSONS or the ENTITY;

2. CLAIMS brought by a liquidator, receiver, creditors committee, trustee in bankruptcy, administrator, monitor, examiner or rehabilitator; or
3. DEFENCE COSTS arising from a CLAIM made against an INSURED PERSON to the extent it is covered under Insuring Agreement A of Section I.

**H. Initial Public Offering**

CLAIMS arising out of or attributable to any initial public offering of securities of the ENTITY However, this exclusion shall not apply to:

1. CLAIMS arising out of or attributable to the planning or marketing of any initial public offering prior to the date of such initial public offering; or
2. CLAIMS arising out of or attributable to any initial public offering of securities of the ENTITY if the INSURER is notified in writing of the initial public offering thirty (30) days prior to its effective date and agrees to provide coverage for CLAIMS arising from such initial public offering and the ENTITY accepts any special terms, conditions, exclusions or additional premium charge required by the INSURER.

**I. Disbursements/Dividends**

Solely with respect to the ENTITY, this insurance does not apply to DAMAGES that constitute an amount attributable to:

1. the actual or proposed payment by the ENTITY of an allegedly inadequate or excessive price or consideration for the purchase of securities issued by the ENTITY; or
2. any dividends or other distributions of corporate profits of the ENTITY to any security holder of the ENTITY

**J. Other Insurance**

CLAIMS covered under another valid and collectible insurance policy. Any coverage provided by this policy shall be specifically excess of and shall not act in contribution with such other insurance policy.

**Section V – Computation of Amounts Payable**

- A. The INSURER will pay LOSS in excess of the deductible stated in the Declarations up to the limit of liability except that DEFENCE COSTS shall be paid over and above the limit of liability provided the said limit of liability has not been exhausted by the payment of DAMAGES. However:

**1. First Dollar Defence**

For CLAIMS, other than CLAIMS for an EPL WRONGFUL ACT, payable under this policy and that are first brought within the territorial limits and jurisdiction of Canada, the deductible shall apply to DAMAGES but not to DEFENCE COSTS; and

**2. Split Damage Deductible**

For CLAIMS where the deductible applies to DAMAGES, the INSURER and the INSURED shall contribute equally towards DAMAGES until the INSURED has paid the amount of the deductible stated in the Declarations.

- B. All CLAIMS arising out of the same WRONGFUL ACT and all INTERRELATED WRONGFUL ACTS shall be deemed to be one CLAIM, and such CLAIM shall be deemed to have originated in the earliest POLICY PERIOD in which a CLAIM is first made against any INSURED alleging any such WRONGFUL ACT or INTERRELATED WRONGFUL ACTS.

- C. If a CLAIM triggers more than one (1) deductible amount, the highest of such deductible amounts shall be deemed the deductible amount applicable to LOSS arising from such CLAIM.

- D. The fact that this policy may be extended by virtue of the exercise of the Discovery Period shall not in any way increase the limit of liability set forth in the Declarations.

**Section VI – Notice of Claim**

- A. The INSUREDS shall, as soon as practicable after the chief executive officer, chief financial officer, general counsel, risk manager or equivalent first becomes aware of the CLAIM, provide written notice to

ENCON at the address indicated in the Declarations but in no event later than ninety (90) days following the expiration date of the POLICY PERIOD. This ninety (90) day extended reporting period will only apply if no replacement coverage is obtained during such ninety (90) day period.

Notwithstanding the aforementioned, any late notice or absence of notice is cause of forfeiture of the rights of the INSUREDS, if the INSURER sustains injury therefrom.

- B. If during the POLICY PERIOD or the Discovery Period the INSUREDS become aware of a WRONGFUL ACT that could reasonably give rise to a CLAIM, and the INSUREDS deliver written notice thereof to ENCON prior to the date of expiry of the policy, any CLAIM arising out of such reported WRONGFUL ACT shall be treated as a CLAIM made during the POLICY PERIOD in which such written notice was delivered. The written notice shall include:
1. the names of the potential claimants and a description of the specific WRONGFUL ACT that forms the basis of their potential CLAIM;
  2. the consequences that have resulted or may result from such specific WRONGFUL ACT;
  3. the nature of the potential damages arising from such specific WRONGFUL ACT; and
  4. the circumstances by which the INSUREDS first became aware of the specific WRONGFUL ACT
- C. If the effective date of termination of the policy is a Saturday, Sunday or Statutory Holiday, any CLAIM reported to ENCON on the business day immediately following the termination date will be deemed to have been reported within the POLICY PERIOD or the Discovery Period.

#### Section VII – Defence and Settlement

The INSURER has a duty and right to defend any CLAIM made against the INSUREDS for which coverage is provided under this policy, except that:

1. where such CLAIM is for an ODL WRONGFUL ACT; or
2. where such CLAIM is first brought outside of Canada or the United States;

it shall be the duty of the INSURED, and not the INSURER, to defend the CLAIM.

Where it is the duty of the INSURED to defend, the INSUREDS shall not select defence counsel without the INSURER'S written consent, which shall not be unreasonably withheld. The INSURER shall have the right and shall be given the opportunity to effectively associate with the INSUREDS in the investigation, defence and settlement of any CLAIM for which coverage is provided under this policy. DEFENCE COSTS shall be paid, excess of any applicable deductible, on a current basis.

In no event shall the INSURED incur any DEFENCE COSTS, settle or offer to settle any CLAIM, assume any contractual obligation or admit any liability without the INSURER'S written consent, which shall not be unreasonably withheld. The INSURER shall not settle any CLAIM without the written consent of the INSUREDS involved in the CLAIM.

The INSURER'S obligation to defend or continue to defend any CLAIM ends once the available limit of liability is exhausted.

#### Section VIII – General Conditions

##### A. Authorized Agent of the Insureds

In consideration of the issuance of this policy, the INSUREDS agree that the ENTITY is hereby appointed and authorized to act as agent on behalf of the INSUREDS with respect to all matters of any nature or kind relating to or affecting this policy.

##### B. Co-operation

The INSUREDS shall give the INSURER such information and co-operation as it may reasonably require and as shall be in the power of the INSUREDS to provide for the purpose of the investigation, defence and/or settlement of any CLAIM for which coverage is provided under this policy.

The failure of any INSURED PERSON to provide such information and co-operation shall not impair the rights of any other INSURED PERSON under this policy.

##### C. Non-renewal

If the INSURED submits a completed renewal application and the INSURER decides not to offer any renewal terms for this policy, the INSURER shall provide written notice to the INSURED'S broker and the POLICY PERIOD will be extended, if necessary, to ensure that the policy expiration date is at least sixty (60) days subsequent to the date of such notice of non-renewal. If an extension of the POLICY PERIOD is required, the additional premium shall be computed on a pro rata basis.

##### D. Cancellation

This policy may be cancelled by the INSUREDS by delivering written notice by mail, by facsimile or by hand to ENCON stating when thereafter such cancellation shall be effective. This policy may be cancelled by ENCON because of non-payment of premium by said delivery of written notice of cancellation to the INSURED at the address shown in the Declarations stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. The delivery of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD.

Unearned premium shall be computed on a pro rata basis. The INSURER'S cheque delivered as aforesaid shall be a sufficient tender of any refund of premium



due hereunder. Payment or tender of any unearned premium by the INSURER shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable

#### **E. Allocation of Loss**

If a CLAIM includes covered and uncovered allegations:

1. the INSURER shall pay one hundred per cent (100%) of DEFENCE COSTS incurred on account of such CLAIM made against the INSUREDS;
2. the payment of DAMAGES by the INSURER shall be based on the relative legal exposure of the INSUREDS to covered and uncovered allegations, which shall be determined upon settlement or final adjudication of the CLAIM.

In the event that the INSURED and INSURER cannot otherwise agree on the allocation of DAMAGES, the issue of allocation shall be submitted to binding arbitration pursuant to the Arbitration Act of the Canadian province or territory in which the policy was issued. In the absence of such provincial or territorial legislation, the Arbitration Act of Ontario shall govern the arbitration. The arbitration panel shall consist of one arbitrator appointed by the INSURED, one arbitrator appointed by the INSURER and a third independent arbitrator selected by the INSURED and INSURER'S appointees. The fees and disbursements of the arbitrators shall be shared equally by the INSURED and INSURER, who shall otherwise bear their own costs of the arbitration.

#### **F. Order of Payments**

If a CLAIM includes allegations against the INSURED PERSONS and the ENTITY, and if it is determined that the potential LOSS payable exceeds the remaining limit of liability available under the policy, the ENTITY may elect in writing through its chief executive officer (or equivalent executive position) to:

1. have the INSURER first pay LOSS attributable to the INSURED PERSONS; and
2. decline or defer payment of LOSS attributable to the ENTITY.

If this election is made, the ENTITY shall be responsible for the initial payment of any deferred LOSS. The INSURER shall have no obligation to pay LOSS after exhaustion of the limit of liability regardless of whether the ENTITY has declined or deferred payment.

The financial impairment of the ENTITY shall not relieve the INSURER of any of its obligations to prioritize payment of covered LOSS, pursuant to this clause.

#### **G. Change in Control**

In the event of a CONTROL CHANGE, coverage under this policy shall continue until its expiry, but

only with respect to CLAIMS for WRONGFUL ACTS occurring prior to the effective date of the CONTROL CHANGE, unless ENCON is notified in writing of the CONTROL CHANGE prior to its effective date. ENCON agrees in writing to provide coverage for WRONGFUL ACTS occurring on or after such effective date, and the ENTITY accepts any special terms, conditions, exclusions or additional premium charge required by the INSURER.

#### **H. Action Against Insurer**

No action shall be taken against the INSURER unless, as a condition precedent thereto, the INSUREDS shall have been in full compliance with all the terms of this policy.

#### **I. Subrogation**

In the event of any payment under this policy, the INSURER shall be subrogated to the extent of such payment to all the rights of recovery of the INSUREDS, and the INSUREDS shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the INSURER effectively to bring suit in the name of the INSUREDS or the ENTITY.

The INSURER shall not exercise its right of subrogation against an INSURED unless the Conduct Exclusion applies to such INSURED.

#### **J. Severability of Exclusions**

The WRONGFUL ACT of any INSURED PERSON shall not be imputed to any other INSURED for purposes of determining the applicability of the exclusions in Section IV, except that for Insuring Agreement C, the WRONGFUL ACT of any past, present or future chief executive officer or chief financial officer shall be imputed to the ENTITY.

#### **K. Severability, Application and Representations**

Subject to all of its terms and conditions, this policy shall apply to each INSURED in the same manner and to the same extent as if a separate policy had been issued to each. With respect to the declarations, statements and representations contained in the application for coverage, the knowledge of any INSURED PERSON shall not be imputed to any other INSURED, except that the knowledge of the chief executive officer or chief financial officer shall be imputed to the ENTITY.

In granting coverage under this policy, the INSURER has relied upon the declarations, statements and representations contained in the application for this policy (including materials submitted therewith, any public documents filed by the ENTITY during the twelve (12) month period immediately preceding the inception of the POLICY PERIOD, and in the case of a renewal application, all such previous policy applications for which this policy is a renewal) as being accurate and complete.

If the declarations, statements and representations in the application were not accurate and complete and

materially affected the acceptance of the risk by the INSURER, then there shall be no coverage for:

1. LOSS under Insuring Agreement A or B with respect to any INSURED PERSON who had knowledge, as of the effective date of the POLICY PERIOD, of facts that were not accurately and completely disclosed, whether or not the INSURED PERSON knew the application contained such facts; or
2. LOSS under Insuring Agreement C with respect to the ENTITY if any INSURED PERSON who is or was a chief executive officer or chief financial officer of the ENTITY had knowledge, as of the initial date of the POLICY PERIOD, of the facts that were not accurately and completely disclosed, whether or not the INSURED PERSON knew the application contained such facts.

The INSURER shall not rescind this policy.

**L. Territory**

Except as otherwise stated, coverage shall apply worldwide.

**M. Currency**

Except as otherwise stated, all amounts under this policy are expressed and payable in the currency of Canada.

**N. Headings**

The headings to the provisions in this policy, including those found in any endorsements attached hereto, are provided solely for convenience, and form no part of the terms and conditions of coverage.

**O. Interpretation**

This policy shall be interpreted and construed in accordance with the laws of the Canadian province in which the policy was issued.

**P. Conformity to Statute**

The terms of this policy that are in conflict with the terms of any applicable laws construing this policy, including the Quebec Civil Code, are hereby amended to conform to such laws.

**Q. Declarations**

In consideration of the payment of the premium, and in reliance upon the statements made in the application for this insurance, which is made a part hereof and subject to all of the terms and conditions of this policy, the INSURER has caused this policy to be executed on the Declarations.



ENCON Group Inc.  
500 - 1400 Blair Place  
Ottawa, Ontario K1J 9B8  
Telephone 613-786-2000  
Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.encon.ca

# Endorsement

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Endorsement No.: 0001  
Standard Form: DOPV683A  
Attached to and forming part  
of Policy Number: PV-436076

Investigative Costs Extension (\$500,000)

It is agreed that Item D of Section III - Extensions is amended to read as follows:

D. Derivative Investigative Costs

The INSURER shall pay, on behalf of the ENTITY, INVESTIGATIVE COSTS that the INSURED PERSONS may become legally obligated to pay, up to a maximum of \$500,000 per POLICY PERIOD. This amount shall be included in the aggregate limit of liability as stated in the Declarations.

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



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www.encon.ca

# Endorsement

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Endorsement No.: 0002  
Standard Form: DOPV723A  
Attached to and forming part  
of Policy Number: PV-436076

## Defence Costs Within Limit (Outside Canada)

It is agreed that Item A of Section V - Computation of Amounts Payable is amended to read as follows:

A. The INSURER will pay LOSS in excess of the deductible stated in the Declarations up to the limit of liability except that, solely with respect to CLAIMS first brought in Canada, DEFENCE COSTS shall be paid over and above the limit of liability provided the said limit of liability has not been exhausted by the payment of DAMAGES. However:

1. First Dollar Defence

For CLAIMS, other than CLAIMS for an EPL WRONGFUL ACT, payable under this policy that are first brought within the territorial limits and jurisdiction of Canada, the deductible shall apply to DAMAGES but not to DEFENCE COSTS; and

2. Split Damage Deductible

For CLAIMS where the deductible applies to DAMAGES, the INSURER and the INSURED shall contribute equally towards DAMAGES until the INSURED has paid the amount of the deductible stated in the Declarations.

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



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# Endorsement

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Endorsement No.: 0003  
Standard Form: DOPV736A  
Attached to and forming part  
of Policy Number: PV-436076

Entities Considered to be Subsidiaries Amendment

Notwithstanding Item CC of Section II - Definitions, it is agreed that the following entities shall be considered to be SUBSIDIARIES for the purposes of this policy:

Entities:

OSEG SOCCER GROUP LIMITED;  
CAPITAL GRIDIRON LIMITED PARTNERSHIP;  
CAPITAL GRIDIRON GP INC.;  
OTTAWA SPORTS AND ENTERTAINMENT GROUP INC.;  
LANSDOWNE STADIUM LIMITED PARTNERSHIP;  
LANSDOWNE STADIUM GP INC.;  
LANSDOWNE RETAIL LIMITED PARTNERSHIP;  
LANSDOWNE RETAIL GP INC.;  
LANSDOWNE MASTER LIMITED PARTNERSHIP;  
LANSDOWNE MASTER GP INC.;  
OSEG FOOTBALL LIMITED PARTNERSHIP;  
OTTAWA 67'S LIMITED PARTNERSHIP;  
OTTAWA 67'S GP INC.

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



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# Endorsement

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Endorsement No.: 0004  
Standard Form: BDOTRAIL  
Attached to and forming part  
of Policy Number: PV-436076

## Deletion of the Pollution Exclusion (Canada)

It is agreed that, solely with respect to CLAIMS first brought within the territorial limits and jurisdiction of Canada, this policy is amended as follows:

1. Exclusion B of Section IV is deleted in its entirety.
2. LOSS shall not include costs associated with the monitoring, cleanup, removal, containment, treatment, detoxification or neutralization of POLLUTANTS.

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



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# Endorsement

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Endorsement No.: 0005  
Standard Form: DOPV665  
Attached to and forming part  
of Policy Number: PV-436076

## Advisory Board Extension

It is agreed that coverage as afforded by this policy shall apply to all past, present and future members of the Advisory Board of OTTAWA SPORTS AND ENTERTAINMENT GROUP in their capacity as such, provided that:

- a) such member is named as a co-defendant in a CLAIM against an INSURED PERSON for a D&O WRONGFUL ACT; and
- b) such member is indemnified by the CORPORATION for the CLAIM; and
- c) coverage is provided by this policy to an INSURED PERSON for the CLAIM.

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



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www.encon.ca

# Endorsement

---

Endorsement No.: 0006  
Standard Form: BDOTRAIL  
Attached to and forming part  
of Policy Number: PV-436076

## Amended Definition of Insured Person

It is agreed that Item P of Section II - Definitions is amended to include:

4. any past, present or future independent contractor to the extent that OSEG provides indemnification to the individual pursuant to a written contract;
5. any past, present or future Management Committee member of the ENTITY.

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





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www.encon.ca

# Endorsement

---

Endorsement No.: 0007  
Standard Form: BDOTRALL  
Attached to and forming part  
of Policy Number: PV-436076

## OSEG Amendatory

It is agreed that item G of Section II - Definitions is amended to include any past, present or future employee of Trinity Development Group Inc. or Minto Holdings (Canada) Inc. or any of its subsidiaries, solely while acting within the scope of their duties on behalf of the ENTITY.

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



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www.encon.ca

# Endorsement

---

Endorsement No.: 0008  
Standard Form: DOPV18C  
Attached to and forming part  
of Policy Number: PV-436076

Address Amendment

It is agreed that Item 2 of the Declarations is amended to read as follows:

2. Address: 220-700 INDUSTRIAL AVE  
OTTAWA ON K1G 0Y9

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

Issued to: OTTAWA SPORTS AND ENTERTAINMENT GROUP  
and all other INSUREDS under this policy.

Effective Date: 22 May 2014, 00:01 local time

Executed and signed on behalf of the INSURERS by ENCON Group Inc., as duly authorized.

Dated: 12 August 2014

A handwritten signature in black ink, appearing to read 'Jean F. Laurin'.

---

Jean F. Laurin, President  
Authorized Representative

# CHARNEY LAWYERS

151 BLOOR STREET WEST  
SUITE 890  
TORONTO, ON M5S 1P7  
TELEPHONE: (416) 964-7950  
FACSIMILE: (416) 964-7416  
TED CHARNEY  
Direct Line: (416) 964-7950, ext. 225  
[tedc@charneylawyers.com](mailto:tedc@charneylawyers.com)

September 18, 2015

SENT BY EMAIL: TJACKSON@TORYS.COM

Patricia Jackson  
TORYS LLP  
79 Wellington Avenue West, 30<sup>th</sup> Floor  
TD South Tower, Box 270  
Toronto, ON M5K 1N2

Dear Ms. Jackson:

**Re: Berg v. Canadian Hockey League et al**  
**Our File No.: 2004-14**

This is Exhibit VVV referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 2016  
Tilly  
A commissioner for taking affidavits

Further to the insurance policies, would you please send us a complete copy of The Guarantee Company Excess Policy. So far we just have the Declaration page.

Earlier this year you sent us two Encon Policies for the Ottawa 67's and the Halifax Mooseheads.

I wonder whether the remaining teams in the three Leagues purchased Encon Policies. Please make inquiries.

In addition, I expect that every team has a Comprehensive General Liability Policy which may or may not respond to the allegations in the Statements of Claim depending on the definition for bodily injury in the policy. The relevant policy period would be for claims made in 2014.

By my count there is \$31 million in coverage, assuming the Ottawa 67's Policy responds on behalf of all of the teams, not just the Ottawa 67's as well as the Halifax Mooseheads Policy. If The Guarantee Policy responds there will be \$41 million.

While I appreciate that you are not in a position to confirm coverage under any of these policies, would you please let me know whether any of the insurers have denied coverage, and, if so, would you please provide me with a copy of the denial letter.

Yours very truly,  
**CHARNEY LAWYERS**

Theodore P. Charney  
TPC/mrw

June 2, 2016

**BY EMAIL**

Ted Charney  
Charney Lawyers  
151 Bloor Street West  
Suite 602  
Toronto, ON  
M5S 2C7

Dear Sir:

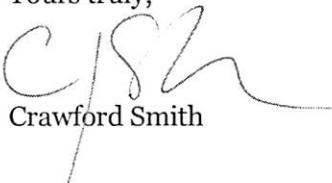
**Re: Walter v. CHL et. al. Court File No. 1401-11912**  
**Berg v. CHL et. al. Court File No. CV-14-514423**

I write in response to your letter dated May 9, 2016.

In response to your request for certain documentation, you will shortly be receiving an email from my colleague, Sarah Whitmore, attaching a link to a file sharing site from which you will be able to download the requested materials.

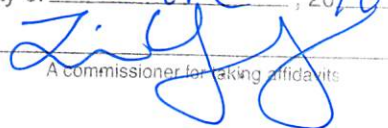
In response to your request for our position in relation to your filing a copy of the insurance policies with your reply certification record, we do not oppose that filing. Our position is premised upon disclosure by you in your reply materials of the following facts: (1) the insurers have reserved their rights with respect to the availability of coverage; and (2) the total face value of the coverage is \$30 million which is subject to defence costs and other claims.

Yours truly,

  
Crawford Smith

CS/tm

cc: Trisha Jackson, Lisa Talbot, Sarah Whitmore, Irfan Kara (Torys)

"WWW"  
This is Exhibit WWW referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 2016  
  
A commissioner for taking affidavits

**SAMUEL BERG**  
Plaintiff

-and-  
**CANADIAN HOCKEY LEAGUE et al**  
Defendants

Court File No.: CV-14-514423

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Toronto

**AFFIDAVIT OF BRENDAN O'GRADY**  
(Motion for Certification)  
Sworn June 15, 2016

**CHARNEY LAWYERS PC**  
151 Bloor Street West, Suite 602  
Toronto, ON M5S 1P7

Theodore P. Charney LSUC# 26853E

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Lawyers for the Plaintiff