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economical

**Definity Insurance Company**

(HEREINAFTER CALLED THE INSURER)

**EXPERT Business Insurance Policy**

**Policy No. 040084951 D**

**NAME OF INSURED**

**CANADIAN RADIO YACHTING ASSOCIATION**

**POSTAL ADDRESS OF INSURED**

**3906 WEST 13TH AVE  
VANCOUVER, BC  
V6R 2T2**

**BROKER / AGENT 08120**

**COWAN INSURANCE GROUP LTD.  
CAMBRIDGE, ON N1R 5T2  
(866) 345-8260**

**INSURANCE PERIOD**

**FROM**

**TO**

12:01 A.M. Standard Time at  
the Postal Address of the  
Named Insured as stated herein

**09 01 2024**  
Day Mo. Year

**09 01 2025**  
Day Mo. Year

**TOTAL PREMIUM FOR THIS**

**RENEWAL**

**\$ 1,627**

**This policy is made and accepted subject to forms 4225 Additional Exclusions; 4246 Declaration of Emergency; 2180 Standard Conditions and 2184 Statutory Conditions which are hereby specially referred to and made a part of this policy together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto.**

In return for the payment of the premium the Policy Number indicated is renewed for Insurance period stated. The wordings attached replace existing Riders. Please contact your Broker if you require an explanation of coverage.

**Loss, if any, payable to insured**

**COVERAGES:**

FORM	CO-INS	DEDUCTIBLE	LIMIT	RATE	PREMIUM
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**A COMMERCIAL GENERAL LIABILITY**

OPERATIONS: RADIO YACHTING CLUB - TOY BOATS REMOTE CONTROLLED  
FROM SHORE. MEMBERSHIP DUES ARE APPROXIMATELY \$2500.  
MINIMUM PREMIUM

2294		1,000	2,000,000		Included
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PRODUCTS AND COMPLETED OPERATIONS AGGREGATE

**2,000,000**

**B PERSONAL AND ADVERTISING INJURY**

2294			2,000,000		Included
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**C MEDICAL PAYMENTS**

ANY ONE PERSON

2294			25,000		Included
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**D TENANTS LEGAL LIABILITY**

ANY ONE LOCATION

2294		1,000	250,000		Included
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**NOTICE TO INSURED**

Consumer and previous insurer reports containing personal, credit, factual, investigative or previous claim and loss information about the insured may be sought in connection with this policy of insurance or a renewal, extension or variation thereof.

In Witness Whereof the INSURER has executed this policy as evidenced by the signature of the authorized representative of the Insurer.



President and Chief Executive Officer

**CANCELLATION OF POLICY**

The undersigned Insured named in Policy no. .... and renewal certificates (if any), hereby acknowledges the cancellation thereof effective as of ..... 20 ..... at 12:01 A.M. standard time and agrees that all liability of the Insurer with respect to accidents, losses, or damage occurring on or after that date is hereby terminated.

\_\_\_\_\_  
Signature of Mortgagee

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

**24 HOUR EMERGENCY CLAIMS SERVICE  
IN CANADA/U.S.A.: 1 - 800 - 607 - 2424**

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**Definity Insurance Company**

(HEREINAFTER CALLED THE INSURER)

**EXPERT Business Insurance Policy**

**Policy No. 040084951 D**

**COVERAGES:**

FORM	CO-INS	DEDUCTIBLE	LIMIT	RATE	PREMIUM
------	--------	------------	-------	------	---------

**E ADDITIONAL INSURED ENDORSEMENT**

2069			Included		Included
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**F BODILY INJURY AND PROPERTY DAMAGE DEDUCTIBLE ENDORSEMENT**  
PER OCCURRENCE

2296		1,000	Included		Included
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**G EXPERT CYBER LIABILITY 50**  
LIMITS AND RETENTIONS AS PER WORDING

4358			50,000		Included
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**Total Renewal Premium \$ 1,627**

**NOTICE TO INSURED**

Consumer and previous insurer reports containing personal, credit, factual, investigative or previous claim and loss information about the insured may be sought in connection with this policy of insurance or a renewal, extension or variation thereof.

In Witness Whereof the INSURER has executed this policy as evidenced by the signature of the authorized representative of the Insurer.



President and Chief Executive Officer

**CANCELLATION OF POLICY**

The undersigned Insured named in Policy no. .... and renewal certificates (if any), hereby acknowledges the cancellation thereof effective as of ..... 20 ..... at 12:01 A.M. standard time and agrees that all liability of the Insurer with respect to accidents, losses, or damage occurring on or after that date is hereby terminated.

\_\_\_\_\_  
Signature of Mortgagee

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

**24 HOUR EMERGENCY CLAIMS SERVICE**  
**IN CANADA/U.S.A.: 1 - 800 - 607 - 2424**

# economical

RE: Form 4225 Additional Exclusions

Hello:

We are writing to let you know about a change to your policy with Economical®.

We have changed Form 4225 Additional Exclusions, which we attach to all of our policies. Some of the exclusions mentioned below include changes from previous versions.

The updated form is divided into three categories:

Part A – Policy Level Exclusions,  
Part B – Property Exclusions, and  
Part C – Liability Exclusions.

**Part A** contains exclusion clauses which apply to all coverages and policy forms. It introduces a Sanction Exclusion. If your policy contains the Enhanced Directors and Officers Liability Form 6598 – Not-For-Profit Organizations, the Sanction Exclusion contained in that wording has now been removed and is replaced by this new exclusion.

**Part B** contains exclusions which apply to “first party” property coverages and forms. These exclusions include:

1. Cyber and Data Exclusion
2. Terrorism Exclusion
3. Fungi and Fungal Derivatives Exclusion
4. Illegal Drug Operations Exclusion
5. Cannabis Exclusion
6. Communicable Disease Exclusion

Item 1. Cyber and Data Exclusion (formerly the Data and Data Problem Exclusion) has been updated. Please review the new wording with your broker, who can explain how these changes may affect you.

**Part C** contains exclusions which apply to “third party” coverage for legal liability. These exclusions include:

1. Cyber Exclusion. This exclusion has been modified. Again, please review the new wording with your broker for an explanation of how these changes may affect your business.
2. Reactive Aggregates Exclusion
3. Silica Exclusion
4. Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion

Please note that the exclusions set out under Part C do not apply to the Enhanced Directors and Officers Liability Form 6598 – Not-For-Profit Organizations.

If you have any questions, we recommend that you contact your broker to go over your policy in detail and to discuss how form 4225 Additional Exclusions may apply to your business.

## ECONOMICAL INSURANCE, HEAD OFFICE

111 Westmount Road South, P.O. Box 2000, Waterloo ON Canada N2J 4S4

T 519-570-8200 T VOICEMAIL 519-570-8500 F 519-570-8389

[economical.com](http://economical.com)

## ADDITIONAL EXCLUSIONS

**These Additional Exclusions modify the Coverages provided by this Policy**  
**WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AND ARE DEFINED IN THIS FORM**

If any portion of the exclusions in this form is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect.

### PART A – POLICY LEVEL EXCLUSIONS

Applicable to all forms attached to and forming part of this policy.

#### 1. SANCTIONS EXCLUSION

This policy does not provide coverage and the insurer is not liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would be in violation of any sanctions law or regulation which prohibits the insurer from providing coverage or paying an indemnity under this policy.

### PART B – PROPERTY EXCLUSIONS

Applicable to all forms providing coverage for physical loss or damage to insured property, and to any form providing coverage for loss of use, loss of income, business interruption, or any extra expenses associated with such losses, including any extensions thereto.

Where another part of this policy provides specific coverage for any loss excluded herein, the terms of that part will apply.

#### 1. CYBER AND DATA EXCLUSION

This policy does not insure any:

- (a) "Cyber Loss"; or
- (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "Data", including any amount pertaining to the value of such "Data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

"Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any "Computer System".

"Cyber Incident" means:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any "Computer System"; or
- (ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any "Computer System".

"Cyber Loss" means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any "Cyber Act" or "Cyber Incident" including, but not limited to, any action taken in controlling, preventing, suppressing or remediating either.

"Data" means information, facts, concepts, code or any other information of any other kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "Computer System".

#### 2. TERRORISM EXCLUSION

This policy does not insure:

- (a) physical loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses, caused directly or indirectly, in whole or in part, by "Terrorism";
- (b) loss or costs arising out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion does not apply to any ensuing loss or damage resulting directly from fire or explosion of natural, coal or manufactured gas.

"Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

#### 3. FUNGI AND FUNGAL DERIVATIVES EXCLUSION

This policy does not insure:

- (a) physical loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses caused directly or indirectly, in whole or in part, by any "Fungi" or "Spores" unless such "Fungi" or "Spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy;
- (b) the cost or expense for testing, monitoring, evaluating or assessing "Fungi" or "Spores".

"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resulting mycotoxins, allergens, or pathogens.

"Spores" includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "Fungi".

#### 4. ILLEGAL DRUG OPERATIONS EXCLUSION

This policy does not insure physical loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses, directly or indirectly arising from, caused by, in consequence of, or in any way involving:

- (a) illegal "Drug Operations"; or
- (b) any activity or decision of any Government Agency or other entity to prevent, respond to, or terminate illegal "Drug Operations"; where an insured or any agent of an insured knew or ought to have known of the illegal "Drug Operations" prior to the loss or damage.

Unless an insured or agent of an insured already knows that loss or damage has occurred, this exclusion does not apply if, upon becoming aware of illegal "Drug Operations", an insured or any agent of the insured immediately notifies the police and the insurer.

"Drug Operations" means cultivating, harvesting, processing, manufacturing, distributing, or selling, on the premises, any substance falling within the Controlled Drugs and Substance Act or the Cannabis Act, or any successor legislation.

#### 5. CANNABIS EXCLUSION

Unless specifically endorsed, this policy does not insure loss of or damage to any cannabis or cannabis products.

#### 6. COMMUNICABLE DISEASE EXCLUSION

This policy does not insure:

- (a) loss or damage to insured property, or loss of use, loss of income, business interruption, or any extra expenses associated with such losses, directly or indirectly arising from, caused by, in consequence of, or in any way involving actual or threatened contact with, spread of, exposure to or infection by "Communicable Disease".
- (b) loss or costs arising out of any activity or decision of a government agency or other entity to prevent, or respond to "Communicable Disease", including by declaration of epidemic, pandemic, or other emergency order.

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

"Communicable Disease" means any infectious disease, virus, bacterium or other microorganism which can be transmitted directly or indirectly from any human or animal organism to another human or animal organism, including by but not limited to: airborne transmission; bodily fluid transmission; transmission from or to any surface or object; or solid, liquid or gas or between organisms.

### PART C – LIABILITY EXCLUSIONS

For the purposes of this section, liability forms include all forms which provide coverage for the insured's legal liability to others.

#### 1. CYBER EXCLUSION

Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations) or any EXPERT Cyber form.

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any:

- (a) "Cyber Loss";
- (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "Data", including any amount pertaining to the value of such "Data". Any loss relating to "Data" will not be considered physical loss or damage.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

"Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any "Computer System".

"Cyber Incident" means:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any "Computer System"; or
- (ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any "Computer System".

"Cyber Loss" means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any "Cyber Act" or "Cyber Incident" including, but not limited to, any action taken in controlling, preventing, suppressing or remediating either.

"Data" means information, facts, concepts, code or any other information of any other kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "Computer System".

#### 2. REACTIVE AGGREGATES EXCLUSION

Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations).

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any actual or alleged liability for any legal remedy of any kind whatsoever, including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind, in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving any "Reactive Aggregate" in any form and in any quantity.

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

"Reactive Aggregates" means aggregates or granular substances that either expand or develop expansive by-products when introduced to certain chemical compounds, including but not limited to, those containing pyrite, pyrrhotite, ferrous sulfide, and any materials containing such or similar reactive aggregates or granular substances.

**3. SILICA EXCLUSION**

Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations).

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any actual or alleged liability for any legal remedy of any kind whatsoever, including but not limited to damages, interest, mandatory or other injunctive relief, statutory order or penalties, legal or other costs, or expenses of any kind, arising directly or indirectly, in consequence of or in any way involving actual, alleged or threatened exposure to "Silica" or "Silica Related Dust" in any form and in any quantity.

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

"Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica Related Dust" means a mixture or combination of silica and other dust or particles.

**4. PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION**

Applicable to all liability forms, except ENHANCED DIRECTORS AND OFFICERS LIABILITY FORM 6598 (Not-For-Profit Organizations).

Notwithstanding any clause to the contrary in any wording or form of coverage on this policy, coverage under this policy does not apply to any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, directly or indirectly originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any "PFAS" in any form and in any quantity.

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

For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any "PFAS" in any form and in any quantity.

"PFAS" means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- (a) perfluorinated methyl group (-CF<sub>3</sub>); or
- (b) perfluorinated methylene group (-CF<sub>2</sub>-).