Endorsement

Policy Number:	CAS841751-04
Insured:	B.C. RINGETTE ASSOCIATION
Effective Date:	September 29, 2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #9

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

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

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

COVERAGE - ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of a **wrongful act** to which this Endorsement applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under PART II - SUPPLEMENTARY PAYMENTS.

b. This Endorsement applies to **wrongful acts** only if:

i. The **wrongful act** is committed by a negligent act, omission, neglect or breach of duty arising out of Your business;

ii. The **wrongful act** is committed in the **coverage territory**; and

iii. The **wrongful act** is committed during the **policy period**.

c. A **wrongful act** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured or any **employee** authorized by any Insured to give or receive notice of a **wrongful act** or claim, includes any continuation of that **wrongful act** after the end of the **policy period**.

d. All claims arising out of the same **wrongful act** or any combination of **interrelated wrongful acts** shall be considered a single **wrongful act**, and will be deemed to have been known to have occurred at the earliest time when any Insured or any **employee** authorized by any Insured to give or receive notice of **wrongful act** or claim:

i. Reports all, or any part, of the **wrongful act** to Us or any other insurer;

ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **wrongful act**; or

iii. Becomes aware by any means that the **wrongful act** has occurred or has begun to occur.

e. We will have the right and duty to defend any claim or **suit** seeking those **compensatory damages**, however:

i. We will have no duty to defend the Insured against any claim or **suit** seeking damages for **wrongful acts** to which this Endorsement does not apply;

ii. The amount We will pay for **compensatory damages** and **defence expenses** is limited as described in PART IV - LIMITS OF INSURANCE;

iii. We may investigate and settle any claim or **suit** at Our discretion; and

iv. Our right and duty to defend ends when We have incurred the limits of insurance available under this Endorsement in the payment of judgments, settlements or **defence expenses**.

2. Exclusions

This insurance does not apply to:

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

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

b. Damages Other Than Money

i. Any claim or **suit** seeking relief, or redress, in any form other than money damages;

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

c. Failure To Maintain Insurance

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

d. Fraud Or Dishonesty

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

e. Gaining In Fact Or Personal Profit

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

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

f. Insured Versus Insured

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

B. For the purposes of the coverage provided by this Endorsement, PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D shall apply to COVERAGE - ERRORS AND OMISSIONS LIABILITY, and shall also apply to **wrongful acts**.

C. For the purposes of the coverage provided by this Endorsement, PART II - SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D is deleted and replaced by the following:

PART II - SUPPLEMENTARY PAYMENTS

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

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

A. LIMITS

1. The Limits of Insurance stated in the Declarations and the rules below fix the most We will pay regardless of the number of:

   a. Insureds;

   b. **Wrongful acts**, **occurrences**, claims made or **suits** brought;

   c. Persons or **business entities** making claims or bringing **suits**;

2. The Errors And Omissions Aggregate Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** and **defence expenses** covered by this Endorsement because of **wrongful acts** to which this insurance applies. Such aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations of the policy to which this Endorsement is attached, unless the **policy period** is extended after the issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit.

3. Subject to paragraph 2. above, the Errors And Omissions Each Occurrence Limit shown in the Declarations is the most We will pay for the sum of all **compensatory damages** and **defence expenses** covered by this Endorsement because of **wrongful acts** to which this insurance applies.

B. DEDUCTIBLE ON CLAIMS

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

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

2. The deductible amount applies as the result of any one **wrongful act**, regardless of the number of persons or **business entities** which sustain damages because of that **wrongful act**.

3. The terms of this Policy, including those with respect to:

   a. Our right an duty to defend any claim or **suit** seeking those **compensatory damages** and **defence expenses**; and

   b. Your duties in the event of an **wrongful act**,

   apply irrespective of the application of the deductible amount.

4. We may pay any part, or all, of the deductible amount to effect settlement of any claim or **suit** and, upon notification of the action taken, You shall promptly reimburse Us for such part of the deductible amount as has been paid by Us.

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

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

a. You must see to it that We are notified as soon as practicable of a **wrongful act** which may result in a claim or **suit**. Notice should include:

   i. How, when and where the **wrongful act** took place; and

   ii. The names and addresses of any injured persons and witnesses; and

   iii. The nature and location of any injury or damage arising out of the **wrongful act**.

b. If a claim is made or **suit** is brought against any Insured, You must:

   i. Immediately record the specifics of the claim or **suit** and the date received; and

   ii. Notify Us in writing as soon as practicable of the claim or **suit**.

c. You and any other involved Insured must:

   i. Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;

   ii. Authorize Us to obtain records and other information;

   iii. Cooperate with Us in the investigation, settlement or defence of the claim or **suit**; and

   iv. Assist us, upon Our request, in the enforcement of any right against any person or

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

d. No Insured will make any admission of liability, without Our consent;

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

14. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

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

i. The total amount that all such other insurance would pay for the loss in the absence of this Policy; and

ii. The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method of Sharing

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

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

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

Endorsement

DEFINITIONS:

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

a. All expenses We incur;

b. The expense of legal, administrative or alternative dispute resolution proceedings;

c. The cost of bonds to release attachments or as may be required by Court order, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;

d. All reasonable expenses incurred by the Insured at Our request to assist Us in the investigation or defence of the claim or **suit**, including actual loss of earnings up to $250 a day because of time off from work; and

e. All court costs taxed against the Insured in the **suit**;

f. Prejudgment interest awarded against the Insured on that part of the judgment We pay. If We make an offer to pay the applicable limit of insurance, We will not pay any prejudgment interest based on that period of time after the offer;

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before We have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

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

Wrongful act means:

a. Any actual or alleged negligent error, misstatement, or misleading statement by an Insured;

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

All other terms and conditions remain unchanged.

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

Per. _____