



CASUALTY PACKAGE INSURANCE

Effectuated with certain Lloyd's Underwriters "the Insurer" through Lloyd's Approved Coverholder ("the Coverholder"):



507, 1367 West Broadway
Vancouver, BC V6H 4A7

DECLARATIONS

Policy Number AL3100	Replacing Policy Number R/C	Broker SBC INSURANCE AGENCIES LTD.		
Policy Period From	JANUARY 1, 2016	To	JANUARY 1, 2017	
			12:01 a.m. Standard Time at Postal Address of the Named Insured as stated herein.	
Name of Insured and Postal Address	CANADIAN OUTRIGGER RACING ASSOCIATION Box 152 1857 West 4 Ave. , Vancouver, BC V6J 1M4			
Description of Operations	OUTRIGGER RACING ACTIVITIES			
In return for payment of the premium, and subject to the terms of this policy, we agree to provide the insurance as stated in this policy.				
		Deductible	Limits	Premium
COMMERCIAL GENERAL LIABILITY POLICY - ASIM 100 (6/90)				
Each Occurrence			5,000,000	5,525
Tenants Legal Liability-any one premises		500	250,000	Incl.
Medical Expense-any one person			1,000	Incl.
Aggregate Limit-Products/Completed Operations Hazard			5,000,000	Incl.
Bodily Injury/Property Damage & Legal Expense Deductible		500		
Errors & Omissions Liability (Directors & Officers/Wrongful Acts)		500	2,000,000	Incl.
Non Owned Automobile S.P.F. 6			5,000,000	Incl.
Location of Premises you own or occupy - Various				
			Total Premium \$	\$5,525
Premium Basis	Rate	Premium	Endorsements attached to this document:	
approx. 1,400 members (34 clubs)	flat	\$5,525	Incidental Medical Malpractice Liability AS01	
approx. 250 single day members			Sports & Social Activities	
			Member Clubs	
			Watercraft	
			Data Exclusion 2000CL AL	
			Terrorism Exclusion 2002CL AL	
			Asbestos Exclusion 1998CL AL	
Minimum Premium - \$4,144 (retained)			/2

The insurance contract consists of this Declarations page & all coverage wordings, statutory conditions, riders or endorsements attached hereto.

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. MKL2016001, UMRB6027ALLMKL2016001 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

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

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

In witness whereof this policy has been signed as authorized by the Underwriters, by ALL SPORT INSURANCE MARKETING LTD.

Per D.M. Morrison

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

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

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

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

DECLARATIONS (cont'd)

Insured CANADIAN OUTRIGGER RACING ASSOCIATION	Co-ins.	Deductible	Limits	Premium
Coverage Fungi Exclusion 1999CL AL Abuse or Molestation Exclusion 210000 AL				

The statutory conditions and additional conditions apply with respect to all the perils insured by this policy and to the liability coverage, where provided, except where these conditions may be modified or supplemented by riders or endorsements attached.

STATUTORY CONDITIONS

1. **MISREPRESENTATION:** 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 of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
2. **PROPERTY OF OTHERS:** Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.
3. **CHANGE OF INTEREST:** The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.
4. **MATERIAL CHANGE:** Any change material to the risk and within the control and knowledge of the Insured, voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local broker; and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.
5. **TERMINATION:**
 - 1) This contract may be terminated:
 - A) By the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered.
 - B) By the Insured at any time on request.
 - 2) Where this contract is terminated by the Insurer:
 - A) The Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired times, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - B) The refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
 - 3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be less than any minimum retained premium specified.
 - 4) The refund may be paid by money, postal or express company money order or cheque payable at par.
 - 5) The fifteen (15) days mentioned in clause A) or sub-condition 1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
6. **REQUIREMENT AFTER LOSS:**
 - 1) Upon the occurrence of any loss or damage to the Insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:
 - A) Forthwith give notice thereof in writing to the Insurer;
 - B) Deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
 - I. Giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of 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. Showing the amount of other insurances and the names of other Insurers.
 - V. Showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property.
 - VI. Showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract.
 - VII. Showing the place where the property insured was at the time of loss;
 - C) If required, give a complete inventory of undamaged property and showing detail quantities, cost, actual cash value;
 - D) If required and practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declarations, and furnish a copy of the written portion of any other contract.
 - 2) The evidence furnished under clauses C) and D) of sub-paragraph 1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
7. **FRAUD:** Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.
8. **WHO MAY GIVE NOTICE AND PROOF:** Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.
9. **SALVAGE:**
 - 1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
 - 2) The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph 1) of this condition according to the respective interest of the parties.
10. **ENTRY, CONTROL, ABANDONMENT:** After loss or damage to insured property, the Insurer has an immediate right to access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage and, after the Insured has secured the property, of further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.
11. **APPRAISAL:** In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.
12. **WHEN LOSS PAYABLE:** The loss is payable within sixty (60) days after the completion of the proof of loss, unless the contract provides for a shorter period.
13. **REPLACEMENT:**
 - 1) The Insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipts of the proofs of loss.
 - 2) In the event the Insurer shall commence to so repair, rebuild or replace the property within forty-five days after receipts of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.
14. **ACTION:** Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.
15. **NOTICE:** Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in our outside Canada.

Attached to and forming part of Policy Number	Insured	Effective Date
AL3100	CANADIAN OUTRIGGER RACING ASSOCIATION	JANUARY 1, 2016

INCIDENTAL MEDICAL MALPRACTICE LIABILITY

In consideration of an additional premium of \$ included , it is agreed that the definition of bodily injury is extended to include the following:-

Injury arising out of the rendering of or failure to render, during the policy period, the following services:-

- (1) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (2) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:-

- (a) expenses incurred by you for first aid to others at the time of an occurrence; **Condition (5) Your Duties in the Event of Occurrence, Claim or Action** is amended accordingly;
- (b) any insured engaged in the business or occupation of providing any of the services described under (1) and (2) above.

AS01

Attached to and forming part of Policy Number	Insured	Effective Date
AL3100	CANADIAN OUTRIGGER RACING ASSOCIATION	JANUARY 1, 2016

SPORTS & SOCIAL ACTIVITIES ENDORSEMENT

It is understood and agreed that the insurance provided by this policy with respect to the playing of or taking part in practicing or training for sports shall apply only to sanctioned events as described below:-

Sanctioned events shall mean all competitions, supervised recreational paddling activities or demonstrations run by you or by member clubs authorized by you including related training and instruction. Authorization can either be by way of a written procedure manual or specific agreement in writing by your authorized executives.

It is further understood and agreed that sanctioned events shall also include social activities consisting of Awards Banquets only.

alt.

Attached to and forming part of Policy Number	Insured	Effective Date
AL3100	CANADIAN OUTRIGGER RACING ASSOCIATION	JANUARY 1, 2016

MEMBER CLUBS

It is understood and agreed that coverage under the within policy is provided for the following clubs:-

1. Belleview Outrigger Canoe Club (BOCC), Belleville, ON
2. Calgary Canoe Club, Calgary, AB
3. Comox Strathcona Canoe Racing Club, Comox, BC
4. Delta Outrigger Kanu Association, Delta, BC
5. Dragon Zone Paddling Club, Vancouver, BC
6. Edmonton Outrigger Canoe Club, Edmonton, AB
7. Fairway Gorge Paddling Club, Victoria, BC
8. False Creek Racing Canoe Club, Vancouver, BC
9. Fraser Valley Dragon Boat Club, Chilliwack, BC
10. Fort Langley Canoe Club, Langley, BC
11. Gibsons Paddle Club, Gibsons, BC
12. Harrison Paddlesports Club, Chilliwack,, BC
13. Jericho Paddling Club, Vancouver, BC
14. Kelowna Paddle Centre, Kelowna, BC
15. Leduc Boat Club, Leduc, AB
16. Lotus Sports Club, Burnaby, BC
17. Maple Bay Ocean Canoe Club, Duncan, BC
18. Nanaimo Canoe and Kayak Club, Nanaimo, BC
19. Nanaimo Paddling Centre, Nanaimo, BC
20. Ocean River Paddling Club, Victoria, BC
21. Pacific Reach Paddling Club, Vancouver, BC
22. Pemberton Canoe Association, Pemberton, BC
23. Penticton Racing Canoe Club, Penticton, BC
24. Powell River Outrigger Canoe Society, Powell River, BC
25. Shuswap Association for Rowing and Paddling, Salmon Arm, BC
26. Spirit of Aloha Racing (SOAR), Gibsons, BC
27. Sproat Lake Canoe Club, Port Alberni, BC
28. Thunder Bay Outrigger Club, Thunder Bay, BC
29. Toronto Sailing and Canoe Club - Outrigger Group, Toronto, ON
30. Vancouver Ocean Sports, Vancouver, BC
31. Vernon Paddling Centre, Vernon, BC
32. Victoria Canoe and Kayak Club, Victoria, BC
33. Victoria Youth Paddling Club, Victoria, BC
34. Wailua Outrigger Canoe Club, Kamloops, BC

Attached to and forming part of Policy Number	Insured	Effective Date
AL3100	CANADIAN OUTRIGGER RACING ASSOCIATION	JANUARY 1, 2016

WATERCRAFT

It is understood and agreed that notwithstanding anything herein contained to the contrary, insurance provided by this policy also applies to bodily injury or property damage arising out of the ownership, use and operations of the Insured's Watercraft of not more than 15 meters in length and for sanctioned events only.

It is further understood and agreed that the following amendment is hereby made under CGL wording ASIM 100 (6/90) Section 1, Coverage A., 2. e. 2) a watercraft you do not own that is: a) not more than 15 meters in length and for sanctioned events only.