



**Effective March 31, 2011**

**Policy No. DPX 9440615**

It is agreed that Declarations, Item 1, Named Insured, includes all MEMBERS in good standing of:

**MEMBERS of:**

Association of Professional Engineers, Geologists and Geophysicists (APEGGA)  
10060 Jasper Avenue  
Suite 1500 Scotia Place, Tower 1  
Edmonton, Alberta T5J 4A2  
Telephone: (780) 426-3990  
Fax: (780) 426-1877

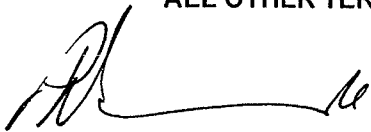
Association of Professional Engineers and Geoscientists of British Columbia (APEGBC)  
200 – 4010 Regent Street  
Burnaby, British Columbia V5C 6N2  
Telephone: (604) 430-8035  
Fax: (604) 430-8085

Association of Professional Engineers and Geoscientists of Manitoba (APEGM)  
870 Pembina Highway  
Winnipeg, Manitoba R3M 2M7  
Telephone: (204) 474-2736  
Fax: (204) 474-5960

Association of Professional Engineers and Geoscientists of New Brunswick (APEGNB)  
183 Hanwell Road  
Fredericton, New Brunswick E3B 2R2  
Telephone: (506) 458-8083  
Fax: (506) 451-9629

Professional Engineers and Geoscientists of Newfoundland and Labrador (PEGNL)  
COURIER: Baine Johnston Centre  
10 Fort William Place, Suite 203, A1C 1K4  
P.O. Box 21207  
St. John's, Newfoundland A1A 5B2  
Telephone: (709) 753-7714  
Fax: (709) 753-6131

**ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



**Authorized Representative of the Company**

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Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists (NAPEG)  
201, 4817 49<sup>th</sup> Street  
Yellowknife, Northwest Territories X1A 3S7  
Telephone: (867) 920-4055  
Fax: (867) 872-4058

Association of Professional Engineers of Nova Scotia (APENS)  
P.O. Box 129, 1355 Barrington Street  
Halifax, Nova Scotia B3J 2M4  
Telephone: (902) 429-2250  
Fax: (902) 423-9769

Association of Professional Engineers of Prince Edward Island (APEPEI)  
549 North River Road  
Charlottetown, Prince Edward Island C1E 1J6  
Telephone: (902) 566-1268  
Fax: (902) 566-5551

Association of Professional Engineers and Geoscientists of Saskatchewan (APEGS)  
Suite 104 – 2255 13<sup>th</sup> Avenue  
Regina, Saskatchewan S4P 0V6  
Telephone: (306) 525-9547  
Fax: (306) 525-0851

Association of Professional Engineers of Yukon (APEY)  
312B Hanson Street  
Whitehorse, Yukon Y1A 1Y6  
Telephone: (867) 667-6727  
Fax: (867) 668-2142

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Association of Professional Geoscientists of Ontario (APGO)  
60 St. Clair Avenue East, Suite 913  
Toronto, Ontario M4T 1N5  
Telephone: (416) 203-2746  
Fax: (416) 203-6181

Ordre des géologues du Québec (OGQ)  
500, rue Sherbrooke ouest  
Bureau 900  
Montreal, Quebec H3A 3C6

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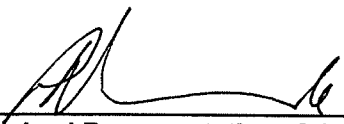
\_\_\_\_\_  
Authorized Representative of the Company

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It is agreed that articles 2.5 and 3.3.1 are deleted in their entirety and replaced as follows:

- 2.5 MEMBERS means an individual who is enrolled with, registered with or licensed by the PARTICIPATING ASSOCIATION within the period of this policy.
- 3.3.1 MEMBERS of the PARTICIPATING ASSOCIATION, for PROFESSIONAL SERVICES performed in Canada.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

  
\_\_\_\_\_  
Authorized Representative of the Company

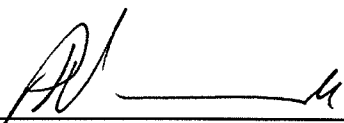
Effective March 31, 2011 Policy No. DPX 9440615

It is agreed that articles, 4.7, 4.8 and 4.20 are deleted and replaced as follows:

This insurance does not apply to:

- 4.7 **CLAIMS** against you where you are or were a **DECISION MAKER** of a consulting engineering or geoscience firm. However, this exclusion shall not apply to **CLAIMS** first made after the six month period following the entry into receivership or bankruptcy of that consulting engineering or geoscience firm; or after a two year period following the closure and cessation of operations of the consulting engineering or geoscience firm, providing that the closure and cessation of operations was not the result of that firm, or some or all of its assets, being purchased by or merged into another firm.
- 4.8 **CLAIMS** arising out of **PROFESSIONAL SERVICES** provided by you or on your behalf for a consulting engineering or geoscience firm, or a firm that provides stand-alone consulting engineering or geoscience services, if, at the time the **CLAIM** is made and reported, you are employed by that firm or by a firm into which it has been merged, or by any firm which has purchased the business or assets of the firm to which the services were originally provided.
- 4.20 **CLAIMS** seeking any damage alleged to be due to the infiltration of precipitation into a building envelope of buildings located in British Columbia. This exclusion applies whether or not the **CLAIM** alleges other damages which but for the application of this exclusion would have been covered.

**ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

  
\_\_\_\_\_  
**Authorized Representative of the Company**

Effective March 31, 2011


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It is agreed that section 4.0 EXCLUSIONS, is amended to include the following:

This insurance does not apply to CLAIMS or portions of CLAIMS arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect **Mould, Mildew or other Fungus** in any form.

**Mould, Mildew or other Fungus** means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew or fungus, and includes any and all mycotoxins, spores, scents or other byproducts that are produced by the above-described groups or substances.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED

  
\_\_\_\_\_  
Authorized Representative of the Company


Effective March 31, 2011

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It is agreed that article 2.6, is deleted and replaced with the following:

- 2.6 **PARTICIPATING ASSOCIATION** means the following associations, both individually and collectively: Association of Professional Engineers, Geologists and Geophysicists of Alberta (APEGGA); Association of Professional Engineers and Geoscientists of the Province of British Columbia (APEGBC); Association of Professional Engineers and Geoscientists of Saskatchewan (APEGS); Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM); Association of Professional Engineers and Geoscientists of New Brunswick (APEGNB); Association of Professional Engineers of Nova Scotia (APENS); Professional Engineers and Geoscientists of Newfoundland and Labrador (PEGNL); Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists (NAPEG); The Association of Professional Engineers of Prince Edward Island (APEPEI); Association of Professional Engineers of Yukon (APEY); Association of Professional Geoscientists of Ontario (APGO); Ordre des géologues du Québec (OGQ).

**ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED**

  
\_\_\_\_\_  
**Authorized Representative of the Company**

**XL INSURANCE COMPANY LIMITED**

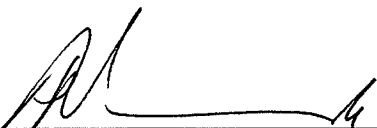
**Endorsement 6**  
**AMENDMENT OF POLICY WORDING**

**Effective March 31, 2011** **Policy No. DPX 9440615**

It is agreed that article 3.4.1 is deleted in its entirety and replaced as follows:

- 3.4.1. The CLAIMS are first made against you and reported to us during the policy period or within sixty (60) days after the end of the policy period shown in the Declarations.

**ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

  
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**Authorized Representative of the Company**

**ENDORSEMENT #7**


**SPECIAL ENDORSEMENT**

by XL Insurance Company Limited

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGE OF CHIEF AGENT**

The signature of the Policy by Robert Alexander in his capacity as Canadian Chief Agent is deleted and replaced with the following:

  
Cindy Guyatt  
Canadian Chief Agent

All other terms and conditions remain the same.

  
\_\_\_\_\_  
(Authorized Representative)

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It is agreed that article 3.2. is amended to include Whistleblower Cover.

**Definition**

Whistleblower means an individual member who, in compliance with the bylaws of a PARTICIPATING ASSOCIATION, may disclose or allege unprofessional, dishonest or unethical conduct or some other professional wrongdoing by any other practitioner.

**Coverage Provided**

a. Consultation

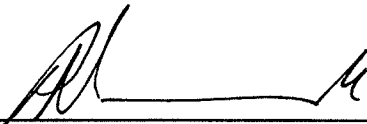
We will reimburse you for reasonable legal expenses incurred by you for consultation and advice in respect to contemplated whistleblower activity by you during the policy year. The maximum payment buy us pursuant to this coverage is \$2,500.

b. Defence and Indemnity

We will pay those sums that you become legally obligated to pay as damages because of CLAIMS to which this policy applies. We have the right and duty to defend such CLAIMS.

CLAIMS means a demand seeking damages for Professional Services against you or the filing of a suit or the initiation of an arbitration proceeding naming you, for an alleged error, omission, negligent act, or PERSONAL INJURY arising out of your PROFESSIONAL SERVICES or a demand seeking damages against you as a result of your activity as a whistleblower.

**ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



**Authorized Representative of the Company**