

**Form #PETPROF (October 1, 2022)**  
**Errors and Omissions Extension Endorsement (Costs Inclusive)**

Attaching to and forming part of Commercial General Liability Form.

It is hereby understood and agreed as follows:

This is a claims made form. The coverage afforded under this extension is limited to liability for only those Claims that are first made against the Insured and reported to Underwriters while the Insurance is in force.

**A. INSURING AGREEMENTS**

**Section 1. INSURING CLAUSE**

The Insurer will pay on behalf of the "Insured" all sums which the "insured" shall become legally obligated to pay as compensatory "Damages" resulting from "Claim(s)" first made against the "insured" and reported to the Insurer during the policy period by reason of any error, omission or negligent act arising out of the Insured's "Professional Services" for others as stated on the "Declarations Page".

The amount the Insurer will pay for compensatory "Damages" is limited as described in SECTION III - LIMITS OF INSURANCE.

**Section 2. DEFENCE AND SETTLEMENT**

With respect to such Insurance as is afforded by this form the Insurer shall have the right and duty to defend any suit or arbitration proceeding against the "Insured" seeking compensatory "Damages" payable under the terms of this form even if any of the allegations of the suit are groundless, false or fraudulent and investigate and negotiate the settlement of any "Claim(s)" or suit as it deems expedient but the Insurer's right and duty to defend end when the Insurer has used up the applicable LIMIT OF LIABILITY in the payment of judgments or SETTLEMENT.

Defence Costs are a part of and not in addition to the Limit of Liability stated as such in the "Declarations page". The payment of Defence Costs reduces and may exhaust the Limit of Liability.

**AGGREGATE LIMIT**

The most we will pay is as specified in the Declarations. This is the maximum amount payable during any one policy period regardless of the Coverage item applicable and regardless of the number of claims made in any one policy period. The Limit of Liability provided herein is included in, and not in addition to, the Maximum Aggregate Limit of Liability as provided by this coverage, as per limit stated on the Declarations.

**Section 3. TERRITORY & POLICY PERIOD**

Unless otherwise endorsed hereon, this form applies only to errors, omissions or negligent acts arising out of "Professional Services" for others which occur.

- (i) within Canada;
- (ii) during the policy period and then only if the "Claim(s)" is first made against the "Insured" during the policy period and provided such "Claim(s)" is notified to the Insurer:
  - a) during the policy period; or
  - b) in the event of cancellation or non-renewal of this form within fifteen (15) days after the effective date of such cancellation or non-renewal;
- (iii) prior to the effective date of this form but not prior to the Retroactive Date, if any, shown on the "Declarations Page" and then only if "Claim(s)" is made during the policy period and provided such "Claim(s)" is notified to the Insurer:
  - a) during the policy period or
  - b) in the event of cancellation or non-renewal of this form within fifteen (15) days after the effective date of such cancellation or non-renewal provided however, no "Insured" had any knowledge of such prior error, omission or negligent act at the effective date of this form.

Any "Claim(s)" made subsequent to the policy period for which notice was given to the Insurer during the policy period and no later than fifteen (15) days after the end of the policy period, as provided in Section 11, shall be deemed a "Claim(s)" made during the policy period.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.