

This endorsement applies solely to any infrastructure project involving the Ontario Infrastructure and Lands Corporation or any subsidiary, trust, partnership or other entity established under the *Ontario Infrastructure Lands Corporation Act, 2011* (hereinafter collectively and individually referred to as the "Ontario Infrastructure and Lands Corporation").

- A. It is recorded that the following EXCLUSIONS are added to PART III of YOUR Professional Liability Insurance Policy:
- (i) Any CLAIM for delay by the owner or contractor, design-builder or any other person or entity;
 - (ii) Any CLAIM for cost overruns by the owner, contractor, design-builder or any other person or entity;
 - (iii) Any CLAIM by the owner, contractor, design-builder or any other person which seeks to recover from THE INSURED penalties or liquidated damages that are payable by the owner, contractor, design-builder or other person or entity under any contract.
- B. It is further recorded that notwithstanding anything contained in YOUR Professional Liability Insurance Policy or any endorsement thereto, THE INSURER will cover YOU, pay DAMAGES, provide YOU with a defence or make supplementary payments only where the CLAIM is for:
- 1. the cost of repairs or replacement of the building or part of the building;
 - 2. loss arising from the issuance of Certificates for Payment to YOUR client and the Certificate of Substantial Performance in accordance with the Construction Lien Act (Ontario); and
 - 3. bodily injury, sickness, disease or death of any person, other than a person or entity who directly or indirectly performs work or provides services with respect to the design or construction of the building project,

provided that YOUR liability is the result of an error, omission or negligent act in the performance of professional services for others.

PARTS A and B of this Endorsement shall not apply to any CLAIM which arises as a result of YOUR performance of professional services:

- 1. as a Planning, Design and Compliance Consultant under an agreement with Ontario Infrastructure and Lands Corporation or any eligible public organization described in Subsection 4(2) of the *Ontario Infrastructure and Lands Corporation Act, 2011*, or an owner;
- 2. under a signed agreement with the Ontario Realty Corporation or a Project Management Service Provider that was in existence prior to the date on which the *Ontario Infrastructure and Lands Corporation Act, 2011*, came into force; or

Endorsement X: xxxx-xx-xxxx:

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3. under a signed agreement with the Ontario Infrastructure and Lands Corporation or Project Management Service Provider, provided that the terms and conditions of the agreement are substantially the same as the Ontario Realty Corporation O.R.C. Supplementary Conditions to an Ontario Association of Architects' Standard Form of Contract for Consulting Services, Document 600, 2008 dated September 17, 2009 or an Ontario Infrastructure and Lands Corporation Supplementary Conditions to an OAA Document 600, 2008 dated December 20, 2012; or
4. on an infrastructure project that is specifically named in an endorsement to YOUR Professional Liability Insurance Policy which states that notwithstanding this endorsement coverage is provided to YOU under YOUR Professional Liability Insurance Policy for the specific named infrastructure project.

THE INSURER will also not cover YOU, pay DAMAGES or provide YOU with a defence or make supplementary payments for CLAIMS made against YOU where the agreement between the owner and/or Infrastructure Ontario and the contractor, design builder, Project Co., consortium member or any other person or entity contains:

- i) terms and conditions that the parties to the agreement may or are required to cooperate in initiating or making a CLAIM against YOU; or
- ii) a waiver or limitation of liability which is not provided to the NAMED INSURED.

For the purposes of this EXCLUSION, "waiver" includes any agreement to a limitation, exclusion or release, whether in whole or in part of the liability of any of the parties to the agreement.

It is further recorded that where the CLAIM is not covered by YOUR Professional Liability Insurance Policy, THE INSURER will nevertheless reimburse YOU for defence costs that YOU have reasonably incurred but will not pay YOU DAMAGES.

The amount payable will be the defence costs paid by YOU reduced by the amount of costs awarded to YOU by a court or tribunal of competent jurisdiction or by an arbitrator.

The maximum amount of defence costs reimbursable to YOU shall not exceed \$50,000 for one CLAIM and \$100,000 for all CLAIMS reported during the PERIOD OF INSURANCE.

SUBJECT TO THE TERMS OF THIS ENDORSEMENT, ALL THE DEFINITIONS, PROVISIONS, EXCLUSIONS AND GENERAL CONDITIONS OF THE POLICY, OTHER THAN THE INSURER'S OBLIGATIONS IN PART II UNDER THE HEADINGS

1. DAMAGES, 2. DEFENCE AND 3. SUPPLEMENTARY PAYMENTS, REMAIN UNCHANGED.

8/8/14