Natural Resource Ministries

Schedule D – Insurance

File: 10005-40/AD23TEC016

Attachment to the Agreement with _____ for Printshop Services – Kamloops Business area.

1. Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 12 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
3. Where a warranty period is required by the Province under this Agreement, the Contractor shall ensure that Products and Completed Operations coverage, as applicable, shall be in force for the duration of the warranty period.
4. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Province.
5. Notwithstanding Paragraph 6, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the Ministry Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
6. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
7. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the Province.
8. Failure to provide the required insurance documentation shall result in termination of this Agreement.
9. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
10. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 12.

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11. Unless stated otherwise under any subsection of Paragraph 12, where the Province is to be added as an Additional Insured or otherwise to be identified on the policy, it shall be written as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development and any of its employees, servants or agents".

12. The following forms of insurance and specified minimum limits are required:

    a) **Commercial General Liability**

    Commercial General Liability insurance in an amount not less than $2 million inclusive per occurrence against bodily injury, personal injury, and property damage and including liability assumed under the Agreement.

    Such policy(s) of insurance shall include, but not be limited to:

    i) Products and Completed Operations Liability;
    ii) Owner's and Contractor's Protective Liability;
    iii) Contingent Employer's Liability;
    iv) Blanket Written Contractual Liability;
    v) Personal Injury Liability;
    vi) Non-Owned Automobile Liability;
    vii) Cross Liability;
    viii) Employees as Additional Insureds;
    ix) Broad Form Property Damage;

    and where such further risk exists:

    x) Forest Fire Fighting Expense Coverage in the amount of:
    ☒ Not applicable

    As per Paragraph 11, the Province is to be added as an "Additional Insured" under this policy.

    b) **Automobile Liability**

    Where any licensed vehicle or off road vehicle is owned, leased, rented, or used in the performance of this Agreement, Third Party Automobile Liability insurance in an amount not less than $2 million inclusive per occurrence must be provided for any such vehicle.

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