

# CERTIFICATE OF LIABILITY INSURANCE

**ISSUE DATE** YYYY/MM/DD  
2022/10/27

**BROKER**


**HUB International Insurance Brokers**  
One Bentall Centre, 505 Burrard Street  
Suite 1900, Box 76  
Vancouver, BC V7X 1M5  
PHONE: 604-714-4400 FAX: 604-714-4401

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Company A	Continental Casualty Company of Canada
Company B	Insurers as arranged by Victor Insurance Managers Inc.
Company C	
Company D	
Company E	

**INSURED'S FULL NAME AND MAILING ADDRESS**

Avocette Technologies Inc.  
2nd Floor, 422 Sixth Street  
New Westminster, BC V3L 3B2

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input checked="" type="checkbox"/> HIRED AUTOMOBILE	A	MPR2755219	2022/10/28	2023/10/28	EACH OCCURRENCE	\$ 5,000,000
					GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COMP/OP AGGREGATE	\$ 5,000,000
					PERSONAL INJURY	\$ 5,000,000
					EMPLOYER'S LIABILITY	\$
					TENANT'S LEGAL LIABILITY	\$ 1,700,000
					NON-OWNED AUTOMOBILE	\$ 5,000,000
					HIRED AUTOMOBILE	\$ 75,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>					BODILY INJURY PROPERTY DAMAGE COMBINED	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE	\$
					AGGREGATE	\$
<b>OTHER (SPECIFY)</b> Professional Liability Excess Professional Liability Property, All Risks	A B	EPM2878253 TIX598327 MPR2755219	2022/10/28	2023/10/28	Errors & Omissions / Cyber	\$ 2,000,000
					Excess E&O / Cyber	\$
					Property - New West	\$
					Property - Victoria	\$
						\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured)

Contingent Employer's Liability Included under the Commercial General Liability policy.

THE CITY OF CUPERTINO, ITS CITY COUNCIL, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, SERVANTS AND VOLUNTEERS are added as Additional Insureds on the Commercial General Liability policy but only with respect to the operations of the Named Insured.

**CERTIFICATE HOLDER**

The City of Cupertino  
10300 Torre Ave.  
Cupertino, CA 95014

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Per: \_\_\_\_\_

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### Cost of Bonds

the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. The **Insurer** does not have to furnish these bonds.

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### Loss of Earnings

all reasonable expenses incurred by the **Insured** at the **Insurer's** request to assist the **Insurer** in the investigation or defence of the **Claim** or **Action** including actual loss of earnings up to the per day Loss of Earnings Sub-limit shown in the Commercial General Liability Declarations because of time off work necessary in the assistance of the **Insurer's** investigation or defence.

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### Bail Bonds

up to the Bail Bonds Sub-limit shown in the Commercial General Liability Declarations for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily injury Liability Coverage applies. The **Insurer** does not have to furnish these bonds.

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### Costs taxed against the Insured

all costs taxed against the **Insured** in the **Claim** or **Action**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

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### Interest awarded against the Insured

interest awarded against the **Insured** on that part of the judgment within the applicable Limits of Insurance that the **Insurer** pays. If the **Insurer** makes an offer to pay the Limits of Insurance, the **Insurer** will not pay any interest based on that period of time after the offer.

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### Interest on any judgment

all interest on that part of any judgment, within the applicable Limits of Insurance, that accrues after entry of the judgment and before the **Insurer** has paid, offered to pay, or deposited in court, that part of the judgment that is within the applicable Limits of Insurance.

## Blanket Additional Insureds

For the sole purpose of the Commercial General Liability Coverage Sections, this 'Blanket Additional Insureds' Section extends the definition of **Insured** to include any person or organization described in sub-clauses: 'Controlling Interest' through 'Trade Show Event Lessor' listed below, whom a **Named Insured** is required to add as an Additional Insured to the Commercial General Liability Coverage Sections under a written contract or written agreement, provided such contract or agreement:

1. is currently in effect or becomes effective during the **Policy Period**; and
2. was executed prior to:
  - a. the **Bodily Injury** or **Property Damage**; or
  - b. the offense that caused the **Personal and Advertising Injury**,  
for which such Additional Insured seeks coverage.

However, subject always to the terms and conditions of this Policy, including the Limits of Insurance, the **Insurer** will not provide such Additional Insured with:

- i. the higher limit of insurance than required by such contract or agreement; or
- ii. coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable sub-clauses: 'Controlling Interest' through 'Trade show Event Lessor' listed below.

Any coverage granted by this 'Blanket Additional Insureds' Section shall apply only to the extent permissible by law.



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### Controlling Interest

Any person or organization with a majority interest in the **Named Insured** is an **Insured**, but only with respect to such person or organization's liability for **Bodily Injury, Property Damage** or **Personal and Advertising Injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises,

provided that the coverage granted by this 'Controlling Interest' clause does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such Additional Insured.

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### Contractors and Owners

Any person or organization whom the **Named Insured** is required to include as an Additional Insured, but only with respect to such person or organization's liability for **Bodily Injury, Property Damage** or **Personal and Advertising Injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

1. in the performance of the **Named Insured's** ongoing operations subject to such written contract; or
2. in the performance of the **Named Insured's** work subject to such written contract, but only with respect to **Bodily injury** or **Property damage** included in the products-completed operations hazard, and only if:
  - a. the written contract requires you to provide the additional insured such coverage; and
  - b. this coverage part provides such coverage.

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**However, no person or organization is an Additional Insured with respect to Bodily Injury, Property Damage, or Personal and Advertising Injury arising out of the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and supervisory, inspection, architectural or engineering activities. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this Policy but only with respect to such co-owner's liability for **Bodily Injury, Property Damage** or **Personal and Advertising Injury** as co-owner of such premises.

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### Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **Bodily Injury, Property Damage** or **Personal and Advertising Injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **Occurrence** giving rise to such **Bodily Injury, Property Damage** or the offense giving rise to such **Personal and Advertising Injury** takes place prior to the termination of such lease.

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### Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **Bodily Injury, Property Damage** or **Personal and Advertising Injury** arising out of the ownership, maintenance or use of such land, provided that the **Occurrence** giving rise to such **Bodily Injury, Property Damage** or the offense giving rise to such **Personal and Advertising Injury** takes place prior to the termination of such lease.

The coverage granted by this 'Lessor of Land' clause does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such Additional Insured.

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### Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager but only with respect to liability for **Bodily Injury, Property Damage** or **Personal and Advertising Injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **Occurrence** giving rise to such **Bodily Injury** or **Property Damage**, or the offense giving rise to such **Personal and Advertising Injury**, takes place prior to the termination of such lease.



The coverage granted by this 'Lessor of Premises' clause does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such Additional Insured.

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#### **Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **Bodily Injury, Property Damage or Personal and Advertising Injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this 'Mortgagee, Assignee or Receiver' clause does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

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#### **Provincial, Territorial or Governmental Agency or Subdivision or Political Subdivision – Permits**

A provincial, territorial or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such provincial, territorial or governmental agency or subdivision or political subdivision's liability for **Bodily Injury, Property Damage or Personal and Advertising Injury** arising out of:

2. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which coverage afforded by the Commercial General Liability Coverage Sections applies:
  1. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist-away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  2. the construction, erection, or removal of elevators; or
  3. the ownership, maintenance or use of any elevators covered by this Policy; or
3. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this 'Provincial, Territorial or Governmental Agency or Subdivision or Political Subdivision – Permits' clause does not apply to:

- i. **Bodily Injury, Property Damage or Personal and Advertising Injury** arising out of operations performed for the provincial, territorial or governmental agency or subdivision or political subdivision; or
- ii. **Bodily Injury or Property Damage** included within the **Products-Completed Operations Hazard**.

With respect to this provision's requirement that Additional Insured status must be requested under a written contract or agreement, the **Insurer** will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an Additional Insured.

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#### **Trade Show Event Lessor**

With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an Additional Insured, but only with respect to such person or organization's liability for **Bodily Injury, Property Damage or Personal and Advertising Injury** caused by:

1. the **Named Insured's** acts or omissions; or
2. the acts or omissions of those acting on behalf of the **Named Insured**

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

The coverage granted by this 'Trade Show Event Lessor' clause does not apply to **Bodily Injury or Property Damage** included within Extension – 'Products-Completed Operations Hazard' of Commercial General Liability Coverage section – 'Bodily Injury and Property Damage Liability'.

### **Primary and Non-Contributory to Additional Insured's Insurance**

For the sole purpose of the Commercial General Liability Coverage Sections of this Policy, points 1. and 2. below shall be added to Other Condition – 'Other Insurance' under the Common Policy Terms and Conditions to this Policy:

1. If the **Named Insured** has agreed in writing in a contract or agreement that coverage under the Commercial General Liability Coverage Sections of this Policy is primary and non-contributory in respect of an Additional



Insured's own insurance, then coverage under the Commercial General Liability Coverage Sections of this Policy is primary, and the **Insurer** will not seek contribution from that other insurance.

For the avoidance of doubt, the Additional Insured's own insurance means insurance on which the Additional Insured is a **Named Insured**.

2. Otherwise, and notwithstanding anything to the contrary in point 1. above, the coverage afforded under the Commercial General Liability Coverage Sections of this Policy provided to an Additional Insured (as described in the 'Blanket Additional Insureds' Extension to Commercial General Liability Coverage Sections) is excess of any other insurance available to such Additional Insured.

October 21, 2021

City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014

To Whom It May Concern:

**Subject:** Avocette Technologies Inc.

Willis Towers Watson is the insurance broker for Avocette Technologies Inc. (Avocette). This letter is to confirm that Avocette has Contingent Employers Liability insurance under their Commercial General Liability as evidenced on the attached certificate. In British Columbia, Canada, Primary Worker's Compensation insurance, including Employers Liability, is provided by the Provincial WorkSafe BC Program. The Contingent Employers Liability coverage will provide coverage for any employee who is ineligible for the WorkSafe BC coverage. Avocette does not have any US employees and, as such, is not required to purchase US Worker's Compensation insurance.

The Endorsement adding the City of Cupertino as Additional Insured and the Waiver of Subrogation under Avocette's 2021-2022 Commercial General Liability coverage are attached (see page 3 & 4).

Should you have any questions please do not hesitate to contact the undersigned.

Sincerely,



Paula Hardie, BA, CIP, CAIB  
Account Manager

**Paula Hardie, BA, CIP, CAIB**  
Account Manager

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