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Business Insurance Policy No. 1096425450

KRUT AGENCIES LTD
106-1100 CONCORDIA AVE
WINNIPEG MB R2K 4B8

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KRUT AGENCIES LTD at 204-669-4425

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KRUT AGENCIES LTD
106-1100 CONCORDIA AVE
WINNIPEG, MB R2K 4B8

OLD GRACE NOT FOR PROFIT HOUSING CO-OPERATIVE LTD
C/O THE OLD GRACE HOUSING CO-OP
2-1271 SARGENT AVE
WINNIPEG MB R3E 0G3

Your **business insurance** policy **renewal**

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Thank you for trusting The Co-operators with your Business Insurance needs. Please review your enclosed documents carefully.

Want access to your policy documents anytime, anywhere? Visit cooperators.ca/onlineservices to sign-up for an Online Services account today!

Our privacy statement, disclosure and agency compensation agreements can change from time to time. To read the latest version, visit cooperators.ca or contact our Privacy Office.

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The cyber security advice your business needs to navigate a changing world.

In our increasingly connected world, cyber security affects businesses of every size and across all industries. In fact, 1 in 5 Canadian businesses report a cyber security incident each year.[1] As part of our commitment to you, we've enhanced the benefits automatically included with your policy.

Access to data breach and cyber security advice

As a Co-operators business insurance client, you can access the expert advice, loss prevention and risk management services of CyberScout®. As leaders in cyber security education, protection, and response since 2003, they offer:

Proactive loss prevention resources

Their online knowledgebase is filled with risk analysis tools, best practices, and templates to help you prevent inadvertent data exposures and identity theft.

Personalized support and crisis management

If you experience a breach, CyberScout® experts are standing by and ready to provide guidance, support, and remediation services.

Take advantage of the professional services CyberScout® offers by:

- Visiting cooperators.breachresponse.ca. Start your registration with "Cooperators1" for **both** the username and password. You will be prompted to create your own personal, secure account.
- Calling CyberScout® directly, toll-free at 1-833-258-4394.

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[1] https://www150.statcan.gc.ca/n1/daily-quotidien/201020/dq201020a-eng.htm

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Changes to your coverage

Your Commercial General Liability - Occurrence Basis wording has been updated

We've made changes to the Commercial General Liability - Occurrence Basis wording which forms an important part of your insurance coverage. Many of the updates were made to improve clarity and consistency with other insurance products to ensure you are well protected. We apologize for the length of this document; we are legally required to summarize the policy changes and provide you with updated wordings.

We've outlined the significant changes to your coverage below. We encourage you to review the complete wordings included with your renewal document and contact us if you have questions. Your actual policy, including any applicable conditions and/or endorsements in place at the time of a loss, will determine your coverage.

The following changes have been made to your Commercial General Liability Policy - Occurrence Basis wording:

- The "Electronic Data" exclusion is now part of the "Access or Disclosure of Confidential or Personal Information and Data Related Liability" exclusion. We've clarified that we will not pay expenses or fees related to this exclusion, nor will we pay claims alleging negligence through lack of supervision and/or employment training. The exclusion applies regardless of a contributing, aggravating, or concurrent cause or event. (Section I, Coverage A - Exclusions, p. and Coverage B - Exclusions, n.)
- The "Employment Practices" exclusion now also applies to Bodily Injury and Property Damage Liability. This clause previously only applied to Personal and Advertising Injury Liability. We've also clarified the exclusion applies regardless of the timing of the event which caused injury, relative to the timeline of employment. The exclusion also extends to any obligation to repay or share damages with co-defendants. (Section I, Coverage A - Exclusions, q. and Coverage B - Exclusions, m.)
- We've added a new exclusion for loss caused by acts that violate "Information Laws, Including Unauthorized or Unsolicited Communications". (Section I - Common Exclusions, 3.)
- We've changed our "Terrorism" and "War Risks" exclusions to account for "any other loss, cost or expense". (Section I - Common Exclusions, 6. and 7.)
- We added the "Economic or Trade Sanctions" condition to clarify we will not provide coverage where prohibited due to economic or trade sanctions. (Section IV - Commercial General Liability Conditions, 5.)

We're introducing new enhancements to your coverage:

- Additional insureds: If you contract with others and are required to provide insurance for tort liability from your operations, coverage is now included. These firms, organizations, or people are now included as an insured. (Section II - Who is an Insured)
- A "Primary and Non-Contributory" clause is often required in contracts with additional insureds. This newly added clause allows this insurance to pay before any other applicable policies and without seeking contribution from other policies when required by written contract. (Section IV - Commercial General Liability Conditions, 9. d.)
- We've broadened the definition of "bodily injury" to include mental anguish, injury, or shock. (Section V - Definitions, 5.)
- Worldwide Coverage: this policy now protects you and any other insured anywhere in the world. (Section V - Definitions, 9. Coverage territory)
- We've enhanced protection for your volunteers when they perform duties relating to your business. Also, volunteers can receive reasonable reimbursement for expenses/mileage without being considered employees (Section II - Who is an Insured, 2. a.)
- Operations at Canadian airports in non-restricted areas are now covered. (Section I, Coverage A, 2. Exclusions, e. Aircraft and Airport)

- We've expanded watercraft coverage for non-owned vessels from 8m to 12m in length. (Section I - Coverage A, 2. Exclusions, f. Watercraft)
- The "Athletic Activities" exclusion has been removed and your policy now covers "medical expenses" due to injury while practicing, instructing, or participating in exercise, games, or sports. (Section I, Coverage C - Medical Payments)
- We've expanded coverage for "compensatory damages" arising from a contract or agreement. (Section I - Coverage D, 2. Exclusions, b. Contractual Liability)
- Compensation for lost earnings when helping our investigation and/or defense of claims is no longer capped at $500/day. (Section I - Supplementary Payments)
- We've outlined when Condominium/Strata corporations in British Columbia, or syndicates in the province of Quebec, are considered an insured. (Section II - Who is an Insured, e.)

Recent updates to our liability wordings

We've updated the wordings for some of the liability endorsements on your policy. These changes are only intended to improve clarity and/or consistency with our Commercial General Liability Policy - Occurrence Basis wording and do not affect the protection provided by these endorsements. We encourage you to review the following wordings included with your renewal documents:

Coverage for Additional Insureds is now included in the Commercial General Liability Policy - Occurrence Basis wording

We've expanded this wording to include coverage for additional insureds, and as a result the following endorsements are discontinued:

- Additional Insured Endorsement Owners and Contractors
- Additional Insured Endorsement Premises Leased to the Insured
- Additional Insured Endorsement Miscellaneous

Your protection has not changed and any Additional Insureds that were previously added to your policy will continue to appear on your Certificate of Insurance. We encourage you to review the Commercial General Liability Policy - Occurrence Basis wording (Section II - Who is an Insured, 4.) and contact us if you have any questions.

Changes to your Insuring Agreements and Common Definitions, Exclusions and Conditions Form

Your current Data exclusion under the Insuring Agreements - Common Exclusions - D. Data Exclusion has been removed in its entirety and replaced by the new Data and Cyber Exclusion.

The following Data and Cyber Exclusion has been added to your Common Exclusions under your Insuring Agreement:

Notwithstanding any provision to the contrary within your policy, none of the property or business interruption coverages of your policy cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

1. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data", as that term is defined; and
2. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a "computer system", as that term is defined, except in specified circumstances which are set out in the exclusion.

We encourage you to review the complete wordings included with your renewal document and contact us if you have questions. Your actual policy, including any applicable conditions and/or endorsements in place at the time of a loss, will determine your coverage.

Updates to your Commercial Property Form

We've made changes to the Commercial Property Form wording which forms an important part of your insurance coverage.

We've outlined the significant changes to your coverage below. We encourage you to review the wording included with your renewal documents and contact us if you have questions. Your actual policy, including any applicable conditions and/or endorsements in place at the time of a loss, will determine your coverage.

The following changes have been made to your Commercial Property Form wording:

- The current Data exclusion under the Common Definitions, Exclusions and Conditions - Common Exclusions - 4. Data exclusion has been removed in its entirety and replaced by the new Data and Cyber Exclusion:
    - Notwithstanding any provision to the contrary within your policy, none of the property or business interruption coverages of your policy cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
        1. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data", as that term is defined; and
        2. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a "computer system", as that term is defined, except in specified circumstances which are set out in the exclusion.
- Your Commercial Property Form (FAL-PB-20) - Item VII. Extensions of Coverage - 9. Electrotonic Data Processing System, Equipment and Media - subsection b has been removed as it references the existing Data Exclusion.

Removal of Virus and Hacking coverage

Virus and Hacking coverage is no longer available. We are discontinuing the coverage and it has been removed from your "Certificate of Insurance" and policy wordings for the upcoming renewal term.

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Your Certificate of Insurance

INSURED
OLD GRACE NOT FOR PROFIT HOUSING CO-OPERATIVE LTD
2-1271 SARGENT AVE
WINNIPEG MB R3E 0G3

Business Insurance Policy No. 1096425450

Underwritten by Co-operators General Insurance Company
(Hereinafter called the Insurer)

This Certificate of Insurance summarizes your coverages, and shows your policy's effective and expiry dates.

Any premium reimbursement issued by Co-operators General Insurance Company, during the term of your policy, will be made payable to the payor on file, as per the information provided by the insured.

For more information on your property and liability coverages, refer to the Your Coverages section of this policy. For information on your policy coverages, refer to cooperators.ca.

PROGRAM: CHF Canada

EFFECTIVE DATE
January 1, 2022 at 12:01 AM

EXPIRY DATE
January 1, 2023 at 12:01 AM

All times are local times at the postal address of the Insured.

Questions?

KRUT AGENCIES LTD at 204-669-4425
106-1100 CONCORDIA AVE
WINNIPEG, MB R2K 4B8

Insurance is provided for only those locations, operations, coverages and limits specifically indicated herein.
Declaration of Emergency - Extension of Termination or Expiry Date

The following forms are applicable to all Property and Loss of Income coverages on this policy:

Insuring Agreements and Common Definitions, Exclusions and Conditions Forms (as per Province)

Communicable Disease Exclusion

Operations: Co-operatives - no mercantile occupany

Location: 250,254,258 & 262, EVANSON STREET, WINNIPEG, MB R3G 2A5

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Property			
Building Manuscript Form - FAL Commercial Property Form Including Actual Loss of Income - Housing Charges Building # 1: Housing Co-ops/Residential Condominiums - 4 UNITS - Town house - 2018 - 4788 Square feet 2nd Mortgagee - MANITOBA HOUSING AND RENEWAL CORPORATION, 200-352 DONALD ST, WINNIPEG MB, R3B 2H8		$2,500	$1,747,148
Miscellaneous Endorsement FAL Guaranteed Replacement Cost for Building			
Contents Manuscript Form #3 - (Associated with Building #1) - FAL Commercial Property Form Including Actual Loss of Income - Housing Charges		$2,500	$50,000
Earthquake Shock Endorsement		3%	

(continued)

The policy contains a clause that may limit the amount payable.

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Location: 250,254,258 & 262, EVANSON STREET, WINNIPEG, MB R3G 2A5 (continued)

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Flood Endorsement		$10,000	
CHF Canada Program - Extension of Coverage Limits Summary (Please refer to the terms of the endorsement)			
Property Extensions - Limits of Insurance			
- Accounts Receivable			$250,000
- Additional Living Expenses and Member/ Tenant Relocation Expense			$1,000,000
- Arson Reward			$10,000
- Automatic Fire Suppression System Recharge			Included
- Building By-Laws			Included
- Building Damage by Theft			$10,000
- Civil Authority			Included
- Courier and Parcel Post			$10,000
- Debris Removal - 25% of the direct loss or damage to the property insured plus $50,000			
- Debris Removal - Windstorm			Included
- Electronic Data Processing System, Equipment and Media			Included
- Emergency Evacuation Expense			Included
- Environmental Alternatives - 10% $50,000 maximum			
- Errors and Omissions			Included
- Exhibitions			$50,000
- Extra Expense/Expediting Expense			$250,000
- Fine Arts			Included
- Fire Department Charges			Included
- Fire Extinguishing Materials			Included
- Fungus, Mould or Spores resulting from an insured peril			Included
- Furs, Fur Garments, Jewels, Jewellery, Costume Jewellery, Watches, Pearls, Precious and Semi-precious Stones			$5,000
- Glass			Included
- Growing Plants, Lawns, Trees, or Shrubs - Limit applies to any one occurrence			$50,000
- Home Office			$10,000
- Identity Theft			$10,000
- Improvements and Betterments - Limit shown is the aggregate			$250,000
- Inflation Protection			Included
- Installation			$30,000

(continued)

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Location: 250,254,258 & 262, EVANSON STREET, WINNIPEG, MB R3G 2A5 (continued)

	CO-INSURANCE	DEDUCTIBLE	LIMIT
- Inventory Preparation Expenses			$10,000
- Land and Water Pollution Clean Up			$50,000
- Liberalization Clause			Included
- Lock Replacement Costs			$10,000
- Master Key Coverage			$250,000
- Newly Acquired Building(s), Equipment and Stock			$1,500,000
- Newly Constructed Buildings			$250,000
- Non Owned Locations			$25,000
- Pair and Set			Included
- Parking Lots, Walkways, Roadways			$250,000
- Personal Property of Officers and Employees - Limit applies to any one individual			$5,000
- Professional Fees			$500,000
- Proof of Loss Preparation Costs			$10,000
- Property in Transit			$250,000
- Removal of Insured Property - Number of Days			30
- Sewer Back-Up			Included
- Signs Including Street Clocks, Communication Towers, Antennae, and Satellite Receivers			Included
- Temporary or Unnamed Locations			$250,000
- Third Party Vehicles			Included
- Vacancy - permission to remain vacant			Included
- Valuable Papers and Records			$250,000
Business Income Extensions - Limits of Insurance			
- Additional Leasehold Expenses			Included
- Auditors' Fees			$25,000
- Breach of Contract/leasehold interest			$50,000
- Contingent Loss of Income - Neighbouring		no waiting period	Included
- Contingent loss of Income - Contributing/Recipient		no waiting period	Included
- Extra Expense			$50,000
- Guaranteed Mortgage Rate - Number of Months			60
- Housing Charges and Rental income			Included
- Ingress/Egress - Number of Days			30
- Interruption by Civil Authority - Number of Days			30
- Newly Acquired Locations			$250,000
- Off Premises Utilities Interruption		no waiting period	Included
General Conditions Endorsement			
- Cancellation or Termination - Total Days notice			60

Loss of Income

Loss of Income Manuscript Form - FAL Commercial Property Form Including Actual Loss of Income - Housing Charges	$97,356

(continued)

Location: 250,254,258 & 262, EVANSON STREET, WINNIPEG, MB R3G 2A5 (continued)

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Period of Indemnity: 18 Months			

Location: 200 ARLINGTON STREET, WINNIPEG, MB R3G 0W6

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Property			
Building Manuscript Form - FAL Commercial Property Form Including Actual Loss of Income - Housing Charges Building # 2: Housing Co-ops/Residential Condominiums - 60 UNITS - 2017 - 71788 Square feet 2nd Mortgagee - MANITOBA HOUSING AND RENEWAL CORPORATION, 200-352 DONALD ST, WINNIPEG MB, R3B 2H8 1st Mortgagee - ASSINIBOINE CREDIT UNION c/o 2ND FLOOR, 200 MAIN ST, PO BOX 2 STN MAIN, WINNIPEG MB, R3C 2G1		$2,500	$17,089,454
Miscellaneous Endorsement FAL Guaranteed Replacement Cost for Building			
Contents Manuscript Form #4 - (Associated with Building #2) - FAL Commercial Property Form Including Actual Loss of Income - Housing Charges		$2,500	$50,000
Earthquake Shock Endorsement		3%	
Flood Endorsement		$10,000	
CHF Canada Program - Extension of Coverage Limits Summary (Please refer to the terms of the endorsement)			
Property Extensions - Limits of Insurance			
- Accounts Receivable			$250,000
- Additional Living Expenses and Member/ Tenant Relocation Expense			$1,000,000
- Arson Reward			$10,000
- Automatic Fire Suppression System Recharge			Included
- Building By-Laws			Included
- Building Damage by Theft			$10,000
- Civil Authority			Included
- Courier and Parcel Post			$10,000
- Debris Removal - 25% of the direct loss or damage to the property insured plus $50,000			

(continued)

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Location: 200 ARLINGTON STREET, WINNIPEG, MB R3G 0W6 (continued)

	CO-INSURANCE	DEDUCTIBLE	LIMIT
- Debris Removal - Windstorm			Included
- Electronic Data Processing System, Equipment and Media			Included
- Emergency Evacuation Expense			Included
- Environmental Alternatives - 10% $50,000 maximum			
- Errors and Omissions			Included
- Exhibitions			$50,000
- Extra Expense/Expediting Expense			$250,000
- Fine Arts			Included
- Fire Department Charges			Included
- Fire Extinguishing Materials			Included
- Fungus, Mould or Spores resulting from an insured peril			Included
- Furs, Fur Garments, Jewels, Jewellery, Costume Jewellery, Watches, Pearls, Precious and Semi-precious Stones			$5,000
- Glass			Included
- Growing Plants, Lawns, Trees, or Shrubs - Limit applies to any one occurrence			$50,000
- Home Office			$10,000
- Identity Theft			$10,000
- Improvements and Betterments - Limit shown is the aggregate			$250,000
- Inflation Protection			Included
- Installation			$30,000
- Inventory Preparation Expenses			$10,000
- Land and Water Pollution Clean Up			$50,000
- Liberalization Clause			Included
- Lock Replacement Costs			$10,000
- Master Key Coverage			$250,000
- Newly Acquired Building(s), Equipment and Stock			$1,500,000
- Newly Constructed Buildings			$250,000
- Non Owned Locations			$25,000
- Pair and Set			Included
- Parking Lots, Walkways, Roadways			$250,000
- Personal Property of Officers and Employees - Limit applies to any one individual			$5,000

(continued)

Location: 200 ARLINGTON STREET, WINNIPEG, MB R3G 0W6 (continued)

	CO-INSURANCE	DEDUCTIBLE	LIMIT
- Professional Fees			$500,000
- Proof of Loss Preparation Costs			$10,000
- Property in Transit			$250,000
- Removal of Insured Property - Number of Days			30
- Sewer Back-Up			Included
- Signs Including Street Clocks, Communication Towers, Antennae, and Satellite Receivers			Included
- Temporary or Unnamed Locations			$250,000
- Third Party Vehicles			Included
- Vacancy - permission to remain vacant			Included
- Valuable Papers and Records			$250,000
Business Income Extensions - Limits of Insurance			
- Additional Leasehold Expenses			Included
- Auditors' Fees			$25,000
- Breach of Contract/leasehold interest			$50,000
- Contingent Loss of Income - Neighbouring		no waiting period	Included
- Contingent loss of Income - Contributing/Recipient		no waiting period	Included
- Extra Expense			$50,000
- Guaranteed Mortgage Rate - Number of Months			60
- Housing Charges and Rental income			Included
- Ingress/Egress - Number of Days			30
- Interruption by Civil Authority - Number of Days			30
- Newly Acquired Locations			$250,000
- Off Premises Utilities Interruption		no waiting period	Included
General Conditions Endorsement			
- Cancellation or Termination - Total Days notice			60

Loss of Income

Loss of Income Manuscript Form - FAL Commercial Property Form			$1,315,500
Including Actual Loss of Income - Housing Charges			
Period of Indemnity: 18 Months			

Equipment Breakdown

Equipment Breakdown Form (Including Production Machinery)		$2,500	$17,139,454
Spoilage			$100,000

	CO-INSURANCE	DEDUCTIBLE	LIMIT

Accident

Blanket Accident Insurance Form

(continued)

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	CO-INSURANCE	DEDUCTIBLE	LIMIT
Principal Sum			$200,000
Weekly Indemnity-Temporary Total Disability			$1,000
Blanket Medical Reimbursement			$25,000
Aggregate Limit per Accident			$5,000,000
Schedule of Insured Positions:			
Directors and Officers, Volunteers			
Miscellaneous Endorsement			
FAL Group Accident Insurance - Schedule of Insured persons and Benefits - Volunteers			

Crime

Crime Standard Conditions Form			
Comprehensive Dishonesty, Disappearance and Destruction Form			
Employee Dishonesty Coverage - Commercial Blanket Bond			$50,000
Money and Securities - Loss Inside the Premises			$50,000
Money and Securities - Loss Outside the Premises			$50,000
Money Orders and Counterfeit Paper Currency			$50,000
Depositors Forgery			$250,000
Credit Card, Debit Card or Automated Teller Card Fraud			$25,000
Professional Fees			$25,000
Amended Definition of Employee - Directors Endorsement			
Computer Fraud or Funds Transfer Fraud Endorsement			$50,000
Money and Securities - Loss Outside the Premises Extension Endorsement			
Miscellaneous Endorsement			$25,000
Credit Card, Debit Card Or Automated Teller Card Fraud			
Miscellaneous Endorsement			$25,000
Professional Fees			

Liability

Commercial General Liability Policy - Occurrence Basis			
Bodily Injury and Property Damage Liability			
Each Occurrence Limit			$5,000,000
Products-Completed Operations Aggregate Limit			$5,000,000
Each Occurrence Deductible - Property Damage		$500	
Personal and Advertising Injury Liability			$5,000,000
Medical Expense Limit - Any One Person			$25,000
Tenants' Legal Liability Limit - Any One Premises			$2,000,000
Each Occurrence Deductible - Property Damage		$500	
Abuse Limited Liability Coverage Endorsement			$500,000
Employee Benefits Errors and Omissions Liability Endorsement		$500	$2,000,000

(continued)

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Employers' Bodily Injury Liability Endorsement			
Forest Fire Fighting Expenses Endorsement		$1,000	$2,000,000
Fungi and Fungal Derivatives Limited Liability Endorsement - Products and Completed Operations and Premises		$500	$100,000
Miscellaneous Endorsement Elevator And/Or Hoist Collision Extension Endorsement		$1,000	$2,000,000
Miscellaneous Endorsement FAL Abuse Limited Liability Coverage Extension			
Miscellaneous Endorsement Amending Notice of Termination Clause in CGL to 60 days			
Miscellaneous Endorsement Watercraft exclusion in CGL does not apply to watercraft of 30 meters or less			
Additional Insured(s): ASSINIBOINE CREDIT UNION MANITOBA HOUSING AND RENEWAL COR THE CITY OF WINNIPEG, CORPORATE FINANCE INSURANCE SECTION			
Non-owned Automobile Liability			$5,000,000
Contractual Liability Endorsement			
Legal Liability for Damage to Hired Vehicle Endorsement			$100,000
Excluding Long Term Leased Vehicle Endorsement			
Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement			
Limited Pollution Liability Form - Claims Made		$5,000	
Pollution Incident Limit			$500,000
Aggregate Limit			$500,000

Privacy Breach Liability – Claims Made & Reported

Privacy Breach Liability – Claims Made & Reported			
Privacy Breach Liability			$250,000
Privacy Breach Expense			$25,000
Retroactive Date: Jan 01, 2018			

Non-Taxable Premium	**$34,342.00**
Taxable Premium	**$0.00**
Total Policy Cost	**$34,342.00**

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Robert Wesseling
President and Chief Executive Officer
Authorized Signature of Insurer

INSURING AGREEMENTS AND COMMON DEFINITIONS, EXCLUSIONS AND CONDITIONS FORM - APPLICABLE TO ALL PROVINCES EXCEPT THE PROVINCES OF BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN AND QUEBEC

Applicable to all Property and Business Interruption coverages of this Policy.

Words and phrases in quotation marks have special meaning as defined in the Common Definitions.

I. Insuring Agreements

The Insurer, in consideration of payment of the premium, in reliance upon and subject to the statements in the application made a part of this Policy and subject to all the terms and conditions of this Policy, the "Certificate of Insurance" and the Forms, Schedules and Endorsements attached, agrees with the Named Insured as follows:

A. Indemnity Agreement

In the event that insured property is lost or damaged during the policy period by an insured peril, the Insurer will indemnify the Insured against the direct loss or damage so caused to an amount not exceeding whichever is the least of:

1. the value of the lost or damaged property as determined in the applicable Form or Endorsement;
2. the interest of the Insured in the property;
3. the Limit of Insurance specified in the "Certificate of Insurance" for the lost or damaged property.

The inclusion of more than one person or interest shall not increase the Insurer's liability.

B. Extensions of Coverage

The following extensions of coverage shall not increase the Limits of Insurance stated in the "Certificate of Insurance" and are subject to all the conditions of this Form.

1. **Removal:** If any of the insured property is necessarily removed from the "Premises" or "Project Site" to prevent loss of or damage to or further loss of or damage to such property, that part of the insurance under this Policy that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 30 days only, or for the unexpired term of the Policy if less than 30 days, insure the property removed and any property remaining at the "Premises" or "Project Site" in the proportions which the value of the property in each of the locations bears to the value of the property in them all.
2. a. **Debris Removal:** The Insurer will indemnify the Insured for expenses incurred in the removal from the "Premises" or "Project Site" of debris of the insured property, occasioned by loss of or damage to such property, for which loss or damage insurance is afforded under this Policy.

   The amount payable under this extension shall not exceed 25% of the sum of:

   i. the total amount payable for the direct loss of or damage to insured property; and
   ii. the amount of the applicable deductible.

   b. **Removal of Windstorm Debris:** The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Policy but which has been blown by windstorm upon the "Premises" or "Project Site".

Extensions of coverage **2. a.** and **2. b.** do not apply to costs or expenses:

1. to "Clean Up" "Pollutants" from land or water; or
2. for testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "Pollutants".

Debris removal expense shall not be considered in the calculation of the value as determined in the applicable Form or Endorsement for the purpose of applying Co-insurance.

II. Common Exclusions

A. War Exclusion

This Policy does not insure against loss or damage caused by, related to, directly or indirectly, in whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

B. Nuclear Exclusion

This Policy does not insure against loss or damage caused by, related to, directly or indirectly, in whole or in part:

1. By any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
2. By contamination by radioactive material.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

C. Bylaw Exclusion

This Policy does not insure against loss or damage caused by, related to, directly or indirectly, in whole or in part, arising in consequence of or contributed to by the enforcement of any bylaw, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which bylaw, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

D. Data and Cyber Exclusion

Not withstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

1. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any “data”, including any amount pertaining to the value of such “data”.
2. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a “computer system”, except as follows;

Subject to all other terms, conditions and exclusions contained in this policy, this policy will insure direct physical loss of or damage to property insured under the policy and any “time element loss” directly resulting therefrom, provided this policy insures for any “time element loss”, where such direct physical loss of or damage to property insured is directly caused by any of the following perils, provided these perils are insured by this policy and not otherwise excluded:

a. fire,
b. lightning,
c. explosion,
d. aircraft or vehicle impact,
e. falling objects,
f. windstorm,
g. hail,
h. tornado,

i. cyclone,
j. hurricane,
k. earthquake,
l. volcano,
m. tsunami,
n. flood,
o. freeze,
p. weight of snow.

E. Pollution Exclusion

This Policy does not insure against:

1. loss or damage caused by, related to, directly or indirectly in whole or in part, by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "Pollutants", nor the cost or expense of any resulting "Clean Up". This exclusion does not apply:
   a. if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "Pollutants" is directly caused by a peril not otherwise excluded in this Policy; or
   b. to loss or damage caused directly by a resultant peril not otherwise excluded in this Policy;
2. cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "Pollutants".

F. Fungi and Spores Exclusion

This Policy does not insure against:

1. loss or damage caused by, related to, directly or indirectly, in whole or in part, by any "Fungi" or "Spores". This exclusion does not apply:
   a. if the "Fungi" or "Spores" are directly caused by a peril not otherwise excluded in this Policy; or
   b. to loss or damage caused directly by a resultant peril not otherwise excluded in this Policy;
2. the cost or expense for any testing, monitoring, evaluating or assessing of "Fungi" or "Spores".

G. Terrorism Exclusion

This Policy does not insure loss or damage caused by, related to, directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to law or statute, the remainder shall remain in full force and effect.

III. Common Definitions

Wherever used in this Policy:

A. "Certificate of Insurance" means the page(s) of your Policy which provide the specifics of your insured coverages and limits including any supplementary pages or schedule of coverages attached thereto applicable to this Policy subject to the terms and conditions of this Policy.

B. "Clean Up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "Pollutants", including testing which is integral to any of these processes.

C. "Computer system" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller

including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

D. **"Data"** means representations of information or concepts, in any form.

E. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
2. any watermains or appurtenances located outside of the "Premises" or "Project Site" and forming a part of the public water distribution system;
3. any pond or reservoir in which the water is impounded by a dam.

F. **"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot or bacteria, whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resultant mycotoxins, allergens or pathogens.

G. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.

H. **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at:

1. each location described in the "Certificate of Insurance";
2. Temporary Locations and any Newly Acquired Location, if covered by this Policy;
   and in or on vehicles within 100 metres (328 feet) of such locations.

I. **"Project Site"** means the site of the project described in the "Certificate of Insurance".

J. **"Specified Perils"** means:

1. **Fire or Lightning**
2. **Explosion:** Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:
   a. i. the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
      ii. piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
      iii. the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
      iv. smelt dissolving tanks;
   b. other vessels and apparatus, and connected pipes, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
   c. moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;

d. any vessels and apparatus and connected pipes while undergoing pressure tests, but this exclusion shall not apply to other insured property that has been damaged by such explosion;

e. gas turbines.

The following are not explosions within the intent of this section:

1. electric arcing or any coincident rupture of electrical equipment due to such arcing;
2. bursting or rupture caused by hydrostatic pressure or freezing;
3. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

3. **Impact by Aircraft, Spacecraft or Land Vehicle:** The terms Aircraft and Spacecraft include articles dropped from them.

There shall in no event be any liability for cumulative damage or for loss or damage:

a. caused by land vehicles belonging to or under the control of the Insured or any of the Insured's employees;

b. to aircraft, spacecraft or land vehicles causing the loss;

c. caused by any aircraft or spacecraft when being taxied or moved inside or outside of a "Building".

4. **Smoke:** means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.

5. **Leakage from "Fire Protective Equipment":** means:

a. the leakage or discharge of water or other substance from;

b. the collapse of; or

c. the rupture due to freezing of;

"Fire Protective Equipment" for the "Premises", "Project Site" or for adjoining structures.

6. **Windstorm or Hail:** There shall in no event be any liability for loss or damage:

a. to the interior of the "Building" or to "Contents" unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;

b. directly or indirectly caused by any of the following whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, tsunamis, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslip.

K. **"Spores"** includes but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "Fungi".

L. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

M. **"Time element loss"** means business interruption, contingent business interruption or any other consequential losses.

IV. Policy Conditions

Where the terms and conditions of this Policy, the "Certificate of Insurance" and the Forms, Schedules and Endorsements attached thereto are in conflict with the applicable Provincial statutes, the interpretation most favourable to the Insured shall prevail.

A. Subrogation

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights.

All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

B. Enhancement Clause

If the Insurer in its sole discretion elects to broaden coverage under this Policy without any additional premium during the policy period, the broadened coverage will immediately apply to this Policy.

C. Recovery by Innocent Persons

If a contract contains a term or condition excluding coverage for loss or damage to property caused by a criminal or intentional act or omission of an Insured or any other person, the exclusion applies only to the claim of a person

1. whose act or omission caused the loss or damage,
2. who abetted or colluded in the act or omission,
3. who
   a. consented to the act or omission, and
   b. knew or ought to have known that the act or omission would cause the loss or damage, or
   c. who is not a natural person

provided that coverage shall only apply if the insured

   i. co-operates with the insurer in respect of the investigation of the loss, including, without limitation, by submitting to an examination under oath, if requested by the insurer, and
   ii. produces for examination, at such reasonable place and time as is designated by the insurer, all documents that relate to the loss in addition to those required by the contract.

Nothing in the above paragraph allows an insured to recover more than that insured's proportionate interest in the lost or damaged property.

D. Examination Under Oath

After a loss which may be insured under this policy, the Insured shall, upon the Insurer's request:

1. submit to an examination under oath, and produce for the examination, at a reasonable place and time as designated by the Insurer, all documents in the Insured's possession or control that relate to the matters in question, and permit extracts and copies to be made;
2. use reasonable best efforts to produce employees or others for examination under oath.

The Insured shall not interfere in any negotiation for settlement or in any legal proceeding.

V. Statutory Conditions

The Statutory Conditions below apply to the peril of fire and, as modified or supplemented by Forms or Endorsements attached, apply as Policy Conditions to all other perils insured by property coverage on this Policy.

A. Misrepresentation

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

B. **Property of Others**

Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured in such property is stated in the contract.

C. **Change of Interest**

The Insurer shall be liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.

D. **Material Change**

Any change material to the risk and within the control and knowledge of the Insured voids the contract as to the part affected by the change, unless the change is promptly notified in writing to the Insurer or its local agent. The Insurer, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 15 days of the receipt of the notice, pay to the Insurer an additional premium. In a default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

E. **Termination**

1. This contract may be terminated:
   - **a.** by the Insurer giving to the Insured written notice of termination at least:
     - **i.** five days before the effective date of termination if personally delivered;
     - **ii.** 15 days before the effective date of termination if the contract is terminated by registered mail for non-payment of premium; or
     - **iii.** 30 days before the effective date of termination if the contract is terminated by registered mail for any other reason.
   - **b.** by the Insured at any time on request.
2. When this contract is terminated by the Insurer:
   - **a.** the Insurer shall refund the excess of premium actually paid by the Insured(s) over the pro rata premium for the expired time, subject to any minimum retained premium specified; and
   - **b.** the refund shall accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
3. When this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
4. The refund may be made by money, postal or express company money order or cheque payable at par.
5. The 15 and 30 days mentioned in clauses **1. a. ii.** and **iii.** of this condition commence to run on the day following the receipt of the registered letter at the post office to which it is addressed.

F. **Requirements After Loss**

1. Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if loss or damage is covered by the contract, in addition to observing the requirements of Conditions **I., J.,** and **K.**:
   - **a.** immediately give notice of the loss or damage in writing to the Insurer;
   - **b.** deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:

i. giving a complete inventory of the lost, destroyed or damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;

ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;

iii. stating that the loss did not occur through any wilful act or neglect or procurement, means or connivance of the Insured;

iv. showing the amount of other insurances and the names of other Insurers;

v. showing the interest of the Insured and of all others in the property with particulars of all mortgages, liens, encumbrances and other charges upon the property;

vi. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;

vii. showing the place where the property insured was at the time of loss;

c. if required, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cash value;

d. if required, and if practicable, produce accounts, warehouse receipts, stock lists, invoices and other pertinent records, verified by statutory declaration, as well as any relevant contracts or agreements with others.

2. The evidence furnished under clauses **1. c.** and **d.** of this condition shall not be considered proofs of loss within the meaning of Conditions **L.** and **M.**

G. Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.

H. Who May Give Notice and Proof

In case of absence or inability of the Insured to give notice of loss or make proof of loss, notice of loss may be given and proof of loss may be made by the agent of the Insured. If the Insured fails to give notice immediately, the notice of loss may be given and the proof of loss may be made by a person to whom any part of the insurance money is payable.

I. Salvage

1. The Insured, in the event of any loss or damage to any insured property, shall take all reasonable steps to prevent further damage to such property and to prevent damage to other insured property, including, if necessary, removal to a secure location;

2. The Insurer shall contribute proportionately, according to the respective interests of the parties, towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-section 1. of this condition.

J. Entry, Control, Abandonment

After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage. After the Insured has secured the property, the Insurer has a further right of access and entry sufficient to enable its agents to make appraisement or particular estimate of the loss or damage. The Insurer is not entitled to the control or possession of the insured property. There can be no abandonment of insured property to the Insurer without the Insurer's consent.

K. Appraisal

In the event of disagreement as to the value of the insured property or the value of the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand for one is made in writing and until proof of loss has been delivered.

L. When Loss Payable

The loss is payable within 60 days after completion of the proof of loss, unless the contract provides for a shorter period.

M. Replacement

1. The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention to do so within 30 days after receipt of the proof of loss;
2. In that event, the Insurer shall commence to repair, rebuild, or replace the property within 45 days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.

N. Action

Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one year after the loss or damage occurs, unless legislation provides otherwise.

O. Notice

Any written notice to the Insurer may be sent by registered mail or delivered to the chief agency or any office of the Insurer in Canada. Written notice may be given to the Insured by letter personally delivered to the Insured or by registered mail addressed to the Insured at the Insured's latest post office address as notified to the Insurer. In this condition, the expression "Registered" means registered in or outside Canada.

COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE BASIS

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the "Certificate of Insurance", and any other person or organization qualifying as a Named Insured under Paragraph 3. of **Section II - Who is an Insured**. The words "we", "us" and "our" refer to Co-operators General Insurance Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II - Who is an Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V - Definitions**.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Section I - Coverages

Coverage A. Bodily Injury and Property Damage Liability

This Insuring Agreement only applies when an Each Occurrence Limit is shown in the "Certificate of Insurance".

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our sole discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

i. The amount we will pay for "compensatory damages" is limited as described in **Section III - Limits of Insurance**; and

ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A, B and D**.

b. This insurance applies to "bodily injury" and "property damage" only if:

i. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

ii. The "bodily injury" or "property damage" occurs during the policy period; and

iii. Prior to the policy period, no insured listed under Paragraph 1. of **Section II - Who is an Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1 of **Section II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. **Section II - Who is an Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

i. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

ii. Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or

iii. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. **Exclusions**

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":

i. That the insured would have in the absence of the contract or agreement; or

ii. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of

liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided:

1. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
2. Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.

d. Employer's Liability

"Bodily injury" to:

i. An "employee" of the insured arising out of and in the course of:
   1. Employment by the insured; or
   2. Performing duties related to the conduct of the insured's business.

ii. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 2.d. i. above

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

This exclusion does not apply to:

i. Liability assumed by the insured under an "insured contract"; or

ii. A claim made or an "action" brought by an "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. Aircraft and Airport

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use or entrustment to others by or on behalf of any insured of:

i. Any aircraft or air cushion vehicle that is owned or operated by or rented or loaned to any insured; or

ii. Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto, but this exclusion does not apply to operations within Canada that are conducted solely within an area that is not designated by Transport Canada or any other airport regulatory authority as a restricted area.

For the purpose of this exclusion, use includes "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, operation, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

f. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use or entrustment to others by or on behalf of any insured of watercraft that is owned or operated by or rented or loaned to any insured.

For the purpose of this exclusion, use includes "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, operation, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

i. A watercraft while ashore on premises you own or rent;
ii. A watercraft you do not own that is less than 12 metres long; or
iii. "Bodily injury" to an employee of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law.

g. Automobile

"Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of the ownership, maintenance, operation, use or entrustment to others of:

i. any "automobile" that is owned or operated by or on behalf of or rented or loaned to any insured.
ii. any motorized snow vehicle or its trailers, and
iii. any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

For the purpose of this exclusion, use includes "loading and unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, operation, use or entrustment to others of any "automobile" that is owned or operated by or on behalf of, or rented or loaned to any insured.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury" or "property damage".

This exclusion does not apply to:

1. "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law.
2. "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" that is owned by the insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the "automobile" is insured.
3. "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any "automobile" while at the site of the use or operation of such machinery, apparatus or equipment.
4. "Bodily injury" or "property damage" arising out of "loading or unloading" if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation.

h. Damage to Property

"Property damage" to:

i. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

ii. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

iii. Property loaned to you;

iv. Personal property in your care, custody or control;

v. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

vi. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph ii. of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs iii., iv., v., and vi. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph vi. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

i. Damage to your Product

"Property damage" to "your product" arising out of "your product" or any part of it.

Only in respect to your operations related to the business of selling, repairing, servicing, parking or storing automobiles, this exclusion is amended to read as follows:

"Property damage" to "your product" arising out of "your product" or any part of it if caused by a defect existing at the time it was sold or transferred to another.

j. Damage to your Work

"Property damage" to that particular part of "your work" out of which an "occurrence" arises due to "your work" having been incorrectly performed on it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

k. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

i. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

ii. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

l. Recall of Products, Work or Impaired Property

"Compensatory damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

i. "Your product";

ii. "Your work"; or

iii. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

m. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

n. Professional Services

"Bodily injury" (other than "incidental medical malpractice injury"), or "property damage" due to the rendering of or failure to render by you or on your behalf of any "professional services" for others, or any error or omission, malpractice or mistake in providing those services.

o. Abuse

Claims or "actions":

i. Arising directly or indirectly from "abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse"; or

ii. Based on your practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse"; or

iii. Alleging knowledge by an insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

p. Access or Disclosure of Confidential or Personal Information and Data-Related Liability

"Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of:

i. Any access to or disclosure of any person's or organization's "confidential or personal information", or

ii. The loss of, loss of use of, damage to, corruption of, inability to manipulate "electronic data".

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph i. or ii. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury" or "property damage".

q. Employment Practices

"Bodily injury" to:

i. A person arising out of any:

1. Refusal to employ that person; or
2. Termination of that person's employment; or
3. Employment related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

ii. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" sustained by the person referred to in Paragraph i. above at whom any of the employment related practices described in Paragraph 1., 2. or 3. is directed.

This exclusion apples:

1. Whether the injury-causing event described in Paragraphs 1., 2. or 3. above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share "compensatory damage" with or repay someone else who must pay "compensatory damages" because of the "bodily injury".

r. **Asbestos** - see Common Exclusions.

s. **Fungi or Spores** - see Common Exclusions.

t. **Information Laws, Including Unauthorized or Unsolicited Communications** - see Common Exclusions.

u. **Nuclear** - see Common Exclusions.

v. **Pollution** - see Common Exclusions.

w. **Terrorism** - see Common Exclusions.

x. **War Risks** - see Common Exclusions.

Coverage B. Personal and Advertising Injury Liability

This Insuring Agreement only applies when a Personal and Advertising Injury Limit is shown in the "Certificate of Insurance".

1. Insuring Agreement

   a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "personal and advertising injury" to which this insurance does not apply. We may, at our sole discretion, investigate any offense and settle any claim or "action" that may result. But:

      i. The amount we will pay for "compensatory damages" is limited as described in **Section III - Limits of Insurance**; and

      ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A, B and D**.

   b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

   This insurance does not apply to:

   a. Knowing Violation of Rights of Another

      "Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

   b. Material Published with Knowledge of Falsity

      "Personal and advertising injury" arising out of oral or written publication in any form of material, if done by or at the direction of the insured with knowledge of its falsity.

   c. Material Published Prior to Policy Period

      "Personal and advertising injury" arising out of oral or written publication in any form of material whose first publication took place before the beginning of the policy period.

   d. Criminal Acts

      "Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

   e. Contractual Liability

      "Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the insured would have in the absence of the contract or agreement.

f. **Breach of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. **Quality or Performance of Goods - Failure to Conform to Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. **Insureds in Media and Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

i. Advertising, broadcasting, publishing or telecasting.

ii. Designing or determining content of websites for others; or

iii. An internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 25. a., b. and c. of "personal and advertising injury" under **Section V - Definitions**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. **Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic interactive website, chatroom, interactive forum or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use of Another's Name or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. **Employment Practices**

"Personal and advertising injury" to:

i. A person arising out of any:

1. Refusal to employ that person; or
2. Termination of that person's employment; or
3. Employment related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

ii. The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" sustained by the person referred to in Paragraph i. above at whom any of the employment related practices described in Paragraph 1., 2. or 3. is directed.

This exclusion applies:

1. Whether the injury-causing event described in Paragraphs 1., 2. or 3. above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the "personal and advertising injury".

n. Access or Disclosure of Confidential or Personal Information and Data Related Liability

"Personal and advertising injury" arising directly or indirectly, in whole or in part, out of:

i. Any access to or disclosure of any person's or organization's "confidential or personal information"; or
ii. The loss of, loss of use of, damage to, corruption of, inability to manipulate any person's or organization's "confidential or personal information".

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph i. or ii. above.

This exclusion applies even if claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "personal and advertising injury" involved the:

i. Access or disclosure of a person's or organizations "confidential or personal information"; or
ii. The loss of, loss of use of, damage to, corruption of, inability to manipulate any person's or organization's "confidential or personal information".

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "personal and advertisting injury".

o. Asbestos - see Common Exclusions.

p. Fungi or Spores - see Common Exclusions.

q. Information Laws, Including Unauthorized or Unsolicited Communications - see Common Exclusions.

r. Nuclear - see Common Exclusions.

s. Pollution - see Common Exclusions.

t. Terrorism - see Common Exclusions.

u. War Risks - see Common Exclusions.

Coverage C. Medical Payments

This Insuring Agreement only applies when a Medical Expense Limit is shown in the "Certificate of Insurance".

1. Insuring Agreement

a. We will pay reasonable "medical expenses" for "bodily injury" caused by an accident:
   i. On premises you own or rent;
   ii. On ways next to premises you own or rent; or
   iii. Because of your operations;

   provided that:

   1. The accident takes place in the "coverage territory" and during the policy period;
   2. The expenses are incurred and reported to us within one year of the date of the accident; and
   3. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in **Section III - Limits of Insurance.**

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or similar law.

e. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

f. Coverage A Exclusions

Excluded under Coverage A.

Coverage D. Tenants' Legal Liability

This Insuring Agreement only applies when a Tenants' Legal Liability Limit is shown in the "Certificate of Insurance".

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. This insurance applies only to "property damage" to premises of others rented to you or occupied by you. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. We may, at our sole discretion, investigate any "occurrence" and settle any claim or "action" that may result.

But:

i. The amount we will pay for "compensatory damages" is limited as described in **Section III - Limits of Insurance**; and

ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A, B and D**.

b. This insurance applies to "property damage" only if:

i. The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

ii. The "property damage" occurs during the policy period; and

iii. Prior to the policy period, no insured listed under Paragraph 1. of **Section II - Who is an Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or

resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II - Who is an Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.

d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section II - Who is an Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

i. Reports all, or any part, of the "property damage" to us or any other insurer;

ii. Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or

iii. Becomes aware by any other means that "property damage" has occurred or has begun to occur.

2. **Exclusions**

This insurance does not apply to:

a. **Expected or Intended Injury**

"Property damage" expected or intended from the standpoint of the insured.

b. **Contractual Liability**

"Property damage" for which the insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":

i. That the insured would have in the absence of the contract or agreement; or

ii. Assumed in a contract or agreement that is an "insured contract" provided the "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "compensatory damages" because of "property damage" provided:

1. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

2. Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.

c. **Asbestos** - see Common Exclusions.

d. **Fungi or Spores** - see Common Exclusions.

e. **Information Laws, Including Unauthorized or Unsolicited Communications** - see Common Exclusions.

f. **Nuclear** - see Common Exclusions.

g. **Pollution** - see Common Exclusions.

h. **Terrorism** - see Common Exclusions.

i. **War Risks** - see Common Exclusions.

Common Exclusions - Coverages A, B C and D

This insurance does not apply to:

1. **Asbestos**

"Bodily injury", "property damage" or "personal and advertising injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of asbestos or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

2. **Fungi or Spores**

   a. "Bodily injury", "property damage", "personal and advertising injury" or medical expenses under Coverage **C** or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spore(s)" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spore(s)"; or

   b. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with a. above; or

   c. Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

   This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

   This exclusion shall not apply to "bodily injury" or "property damage" which results directly from a "products-completed operations hazard" not otherwise excluded by this policy subject to the following limits:

   Each Occurrence: $250,000

   Fungi Liability Aggregate Limit: $250,000

   The Fungi Liability Aggregate Limit is the most we will pay for "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" in each consecutive annual period and any remaining period less than 12 months, starting with beginning of the policy period shown in the "Certificate of Insurance", unless the policy is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance that applies.

   This exclusion does not apply to any "fungi" or "spores" that are, are on or are contained in "your product", if "your product" is intended for ingestion by humans or animals and included in the "products-completed operations hazard".

3. **Information Laws, Including Unauthorized or Unsolicited Communications**

   "Bodily injury", "property damage" or "personal and advertising injury" imposed by or arising from any action or omission that violates:

   i. The United States of America CAN-SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;

   ii. The United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;

iii. The United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction; or

iv. Any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

4. Nuclear Energy Liability

a. Liability imposed by or arising from any nuclear liability act, law, statute or any law amendatory thereof;

b. "Bodily injury", "property damage" or "personal and advertising injury" with respect to which an insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;

c. "Bodily injury", "property damage" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from:

i. The ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an insured;

ii. The furnishings by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";

iii. The possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

5. Pollution

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

i. At or from any premises, site or location which is or was at any time owned, managed, rented to others or occupied by any insured, or rented or loaned to any insured. However, this subparagraph does not apply to:

1 "Bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

2. "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

3. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

ii. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

iii. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

1. Any insured; or
2. Any person or organization for whom you may be legally responsible; or

iv. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

1. "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
2. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
3. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

v. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";

b. Any loss, cost or expense arising of any:

i. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

ii. Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Section b. does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

6. Terrorism

"Bodily injury", "property damage", "personal and advertising injury" or any other loss, cost or expense arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

7. War Risks

"Bodily injury", "property damage", "personal and advertising injury" or any other loss, cost or expense arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of

any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

Supplementary Payments - Coverages A, B, and D

1. We will pay, with respect to any claim we investigate or settle, or any "action" against an insured we defend:
   a. All expenses we incur.
   b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses you incur at our request to assist us in the investigation or defense of the claim or "action", including actual loss of earnings because of time off from work.
   d. All costs assessed or awarded against you in the "action".
   e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against an "action" and an indemnitee of the insured is also named as a party to the "action", we will defend that indemnitee if all of the following conditions are met:
   a. The "action" against the indemnitee seeks "compensatory damages" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "action" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "action" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      i. Agrees in writing to:
         1. Cooperate with us in the investigation, settlement or defense of the "action";
         2. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "action";
         3. Notify any other insurer whose coverage is available to the indemnitee; and
         4. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      ii. Provides us with written authorization to:
         1. Obtain records and other information related to the "action"; and
         2. Conduct and control the defense of the indemnitee in such "action".

   So long as the above conditions are met, legal fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.ii. of **Section I - Coverage A - Bodily Injury and Property Damage Liability** or Paragraph 2. b. ii. of **Section I - Coverage D - Tenants' Legal Liability**, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
2. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

Section II - Who is an Insured

1. If you are designated in the "Certificate of Insurance" as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership, limited liability partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your shareholders are also insureds, but only with respect to their liability as shareholders.
   e. A condominium corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration, a strata corporation in the province of British Columbia or a syndicate of co-owners in the province of Quebec:
      i. The condominium corporation, strata corporation or syndicate of co-owners;
      ii. Any "executive officer" or director of such condominium corporation, strata corporation or syndicate of co-owners, but only with respect to duties as such; and
      iii. Any unit owner of such condominium corporation, any strata lot owner of such strata corporation or any private portion owner of such syndicate of co-owners, or any tenant of such owner, but only with respect to the conduct of the corporation or the syndicate for liability arising out of the common property, excluding liability arising out of the owner's or tenants possession, occupation or use of the property designated.
   f. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" are insureds for:
      i. "Bodily injury" or "personal and advertising injury":
         1. To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company) or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business;
         2. To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph i.1. above;

3. For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs i.1. or 2. above;
4. Arising out of his or her providing or failing to provide professional health care services; or
5. To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or similar law.

ii. "Property damage" to property that is:
1. Owned, occupied or used by,
2. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:
i. With respect to liability arising out of the maintenance or use of that property; and
ii. Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
b. Coverages A and D does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Each person, firm, or organization for which you have contracted to provide insurance, but only with respect to tort liability that arises out of your operations, and only to the extent required by such "insured contract".

No person or organization is an insured with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a Named Insured in the "Certificate of Insurance" or added by endorsement hereon.

Section III - Limits of Insurance

1. The Limits of Insurance shown in the "Certificate of Insurance" and the rules below fix the most we will pay regardless of the number of:
a. Insureds;
b. Claims made or "actions" brought; or
c. Persons or organizations making claims or bringing "actions".
2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of:
a. "Compensatory damages" under Coverage A; and
b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

4. The Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all “compensatory damages” because of all "personal and advertising injury" sustained by any one person or organization.
5. The Tenants’ Legal Liability Limit is the most we will pay under Coverage D for “compensatory damages” because of “property damage” to any one premises as a result of any one “occurrence”.
6. Subject to 3. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the “Certificate of Insurance”, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

7. Deductible
   a. Our obligation under Coverage A and Coverage D to pay “compensatory damages” on your behalf applies only to the amount of “compensatory damages” in excess of any deductible amounts stated in the “Certificate of Insurance” as applicable to such coverages, and the limits of insurance applicable to each “occurrence” for Coverage A and any one premises for Coverage D will be reduced by the amount of such deductible. The Products-Completed Operations Aggregate Limit under Coverage A shall not be reduced by the application of such deductible amounts.
   b. The deductible amount applies as follows:
      i. Under Coverage A: To all “compensatory damages” because of “property damage” as the result of any one "occurrence", regardless of the number of persons or organizations who sustain “compensatory damages” because of that "occurrence".
      ii. Under Coverage D, Tenants' Legal Liability, to all “compensatory damages” because of “property damage” as the result of any one "occurrence", regardless of the number of persons or organizations who sustain “compensatory damages” because of that "occurrence".
   c. The terms of this insurance, including those in respect to:
      i. Our right and duty to defend any “action” seeking those “compensatory damages”; and
      ii. Your duties in the event of an “occurrence", claim or “action” apply irrespective of the application of the deductible amount.
   d. We may pay any part or all of the deductible amount to effect settlement of any claim or “action” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
   e. Should any one “occurrence” give rise to the application of more than one deductible amount, only the highest deductible will be applied.

Section IV - Commercial General Liability Conditions

1. Bankruptcy

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Canadian Currency Clause

   All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

3. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the “Certificate of Insurance” is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. **Duties in the Event of Occurrence, Claim or Action**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      i. How, when and where the "occurrence" or offense took place;
      ii. The names and addresses of any injured persons and witnesses; and
      iii. The nature and location of any injury or damage arising out of the “occurrence” or offense.
   b. If a claim is made or "action" is brought against any insured, you must:
      i. Immediately record the specifics of the claim or “action” and the date received; and
      ii. Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "action" as soon as practicable.
   c. You and any other involved insured must:
      i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
      ii. Authorize us to obtain records and other information;
      iii. Cooperate with us in the investigation or settlement of the claim or defense against the “action”; and
      iv. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. **Economic or Trade Sanctions**

   This insurance does not apply to the extent that economic or trade sanctions or embargoes imposed or authorized by Canadian law or regulation prohibit the Insurer from providing insurance.

6. **Examination of your Books and Records**

   We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

7. **Inspections and Surveys**
   a. We have the right to:
      i. Make inspections and surveys at any time;
      ii. Give you reports on the conditions we find; and
      iii. Recommend changes.
   b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
      i. Are safe or healthful; or
      ii. Comply with laws, regulations, codes or standards.
   c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations as we may make relative to certification, under provincial or municipal statutes ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

8. **Legal Action Against Us**

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into an "action" asking for “compensatory damages” from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for “compensatory damages” that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Every “action” or proceeding against an insurer for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation in any Canadian province or territory. The sole venue for coverage legal action related to this form will be a Court in Canada.

9. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B or D, of this policy our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. **Excess Insurance**

This insurance is excess over:

i. Any of the other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
2. That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of watercraft or “automobile” to the extent not subject to Exclusion f. or g. of **Section I - Coverage A. Bodily Injury and Property Damage Liability**.

ii. Any other primary insurance available to you covering liability for “compensatory damages” arising out of the premises or operations or products-completed operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A, B or D to defend the insured against any "action" if any other insurer has a duty to defend the insured against that “action”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the "Certificate of Insurance" of this policy.

c. **Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary and Non-Contributory**

If, in a written contract with an additional insured added under Section II- Who is an Insured clause 4, you have agreed that this insurance is primary and non-contributory, then this insurance is primary to other insurance available to that additional insured which covers that person or organization as a named insured and we will not seek contribution from that other insurance.

10. **Premium Audit**
    a. We will compute all premiums for this policy in accordance with our rules and rates.
    b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the "Certificate of Insurance" of this policy.
    c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
11. **Premiums**

    The first Named Insured shown in the "Certificate of Insurance":
    a. Is responsible for the payment of all premiums; and
    b. Will be the payee for any return premiums we pay.
12. **Representations**

    By accepting this policy, you agree:
    a. The statements in the "Certificate of Insurance" are accurate and complete;
    b. Those statements are based upon representations you made to us; and
    c. We have issued this policy in reliance upon your representations.
13. **Separation of Insureds, Cross Liability**

    Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
    a. As if each Named Insured were the only Named Insured; and
    b. Separately to each insured against whom claim is made or "action" is brought.
14. **Termination**
    a. The first Named Insured shown in the "Certificate of Insurance" may terminate this policy by mailing or delivering to us advance written notice of termination.

b. Subject to **c**. below, we may terminate this policy by mailing or delivering to the first Named Insured written termination of notice at least:
   i. 15 days notice of termination by registered mail if termination is for non-payment of premium; or
   ii. 30 days notice of termination by registered mail if termination is for any other reason.

   Registered mail termination takes effect 15 or 30 days after the registered letter or notification of it is delivered to the first Named Insured's postal address. Proof of mailing will be sufficient proof of notice.

c. To the extent that the Civil Code of the Province of Quebec is applicable to this policy, the notice provisions in the General Conditions and Provisions as set out in the Civil Code apply. Accordingly, we may terminate this policy by giving written notice sent by registered mail to the first Named Insured at the last known address of the first Named Insured, which termination shall take effect as follows:
   i. For non-payment of premium, 15 days following the receipt of the notice;
   ii. For all other reasons, 30 days following receipt of the notice.

d. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

e. The policy period will end on the date termination takes effect.

f. If this policy is terminated, we will send the first Named Insured any premium refund due. If we terminate, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if we have not made or offered a refund.

15. **Transfer of Rights of Recovery Against Others to Us**

    If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

16. **Transfer of your Rights and Duties Under this Policy**

    Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

    If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Section V - Definitions

1. **"Abuse"** means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. **"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
   a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

4. **"Automobile"** means a land motor vehicle, trailer or semi trailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. **"Bodily Injury"** means bodily injury, disability, sickness, mental anguish, mental injury, mental shock or disease sustained by a person, including death resulting from any of these at any time.
6. **"Certificate of Insurance"** means the page(s) of your policy which provides the specifics of your insured coverages and limits, including any supplementary pages or schedule of coverages attached thereto applicable to this policy subject to the terms and conditions of this policy.
7. **"Compensatory damages"** means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
8. **"Confidential or personal information"** means any information reasonably considered confidential or personal based upon its nature and includes, but is not limited to patents, trade secrets, processing methods, records, personnel information, customer lists, financial information, credit card information, health information and any other information relating to a person which is not generally known to the public.
9. **"Coverage territory"** means anywhere in the world, provided the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in Canada or the United States of America (including its territories and possessions) or in a settlement we agree to in writing.
10. **"Electronic Data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
11. **"Employee"** includes a "leased worker" and a "temporary worker".
12. **"Executive Officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
13. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
14. **"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.
15. **"Hostile fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
16. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by:
        i. The repair, replacement, adjustment or removal of "your product" or "your work"; or
        ii. Your fulfilling the terms of the contract or agreement.
17. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:

a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or

b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in a. and b. above.

18. **"Insured contract"** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

d. Any other easement agreement;

e. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;

f. An elevator maintenance agreement; or

g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph g. does not include that part of any contract or agreement:

i. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

1. Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

ii. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render "professional services", including those listed in 1. above and supervisory, inspection, architectural or engineering activities.

19. **"Leased worker"** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

20. **"Loading or unloading"** means the handling of property:

a. After it is moved from the place it is accepted for movement into or onto an aircraft, watercraft or "automobile"; or

b. While it is in or on an aircraft, watercraft or "automobile"; or

c. While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".

21. **"Medical Expenses"** means:

a. First aid administered at the time of an accident;

b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices and medical equipment;
c. Necessary ambulance, hospital, professional nursing and funeral services; and
d. Travel and babysitting expenses.

22. **"Nuclear energy hazard"** means the radioactive toxic, explosive or other hazardous properties of "radioactive material".

23. **"Nuclear facility"** means:
    a. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
    b. Any equipment or device designed or used for:
        i. Separating the isotopes of plutonium, thorium and uranium or any one or more of them,
        ii. Processing or utilizing spent fuel, or
        iii. Handling, processing or packaging waste.
    c. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
    d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

    and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

24. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

25. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;
    c. The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
    d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
    f. The use of another's advertising idea in your "advertisement"; or
    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

26. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

27. **"Products-completed operations hazard"**:
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        i. Products that are still in your physical possession; or

ii. Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of all the following times:

1. When all of the work called for in your contract has been completed.
2. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
3. When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

i. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

ii. The existence of tools, uninstalled equipment or abandoned or unused materials.

28. **"Professional services"** shall include but not be limited to:

a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith; however the furnishing of food or beverages as the sole function of the insured is not "professional services";

b. Any professional service or treatment conducive to health;

c. Professional services of a pharmacist;

d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;

f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;

g. Engineering, designing, architectural, draftsperson or surveying services, including:

i. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

ii. Supervisor and inspection activities;

h. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;

i. Any computer programming or re-programming, consulting, advisory or related services; or

j. Claim investigation, adjustment, appraisal, survey or audit services; or

k. Professional services of a veterinarian.

29. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that cause it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of this instance, "electronic data" is not tangible property.

30. **"Radioactive material"** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
31. **"Spores"** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
32. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
33. **"Terrorism"** means any ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
34. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. Reasonable reimbursement for expenses or mileage will not be considered compensation for the purposes of this clause.
35. **"Your product"**:
    a. Means
        i. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            1. You;
            2. Others trading under your name; or
            3. A person or organization whose business or assets you have acquired; and
            4. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes:
        i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        ii. The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
36. **"Your work":**
    a. Means:
        i. Work or operations performed by you or on your behalf; and
        ii. Materials, parts or equipment furnished in connection with such work or operations
    b. Includes:
        i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        ii. The providing of or failure to provide warnings or instructions.

MISCELLANEOUS ENDORSEMENT - Watercraft exclusion in CGL does not apply to watercraft of 30 meters or less

The wording has been amended to increase the acceptable length of watercraft to 30 meters.