



2022-10-12

ELIE KARAM
6 TANBARK CRES
NORTH YORK ON M3B 1N6

Policy Number: SC287095

Dear Client,

Thank you for placing your Commercial insurance with us.

Your Commercial insurance policy is enclosed with this package. It contains important details about your coverage. Please review your policy and keep it with your important papers.

Should you have any questions regarding your coverage, wish to make changes or require further assistance, please contact your agent.

Your Commercial policy includes 24/7 Emergency Claims Assistance. Should the unexpected happen, simply call your Desjardins Agent or 1-855-209-9549 and your claim will be handled promptly and efficiently.

We are committed to offering you superior insurance products to serve all of your needs.

Yours truly,

A handwritten signature in black ink that reads "Benaaz Irani".

Benaaz Irani
Vice-President, Desjardins Agent Network

Your Desjardins Agent

Richard J Demille Ins and Fin Svcs Ltd
C002-2379 Trafalgar Rd
Oakville ON L6H 6K7
Tel.: 905-257-0111 Fax: 905-257-0851

Desjardins Insurance refers to Certas Home and Auto Insurance Company, underwriter of automobile and property insurance.

Point of Sale Disclosure

Thank you for your interest in Desjardins Insurance underwritten by Certas Home and Auto Insurance Company.

Desjardins Insurance Agents' Commission Compensation

Our Desjardins Insurance Agents' commission compensation is a part of your insurance premium. Desjardins Insurance Agents receive commission for acquiring new clients and for servicing existing clients.

For your benefit, we have listed below the commission rates for automobile and property insurance as a percentage of your overall premium. If these rates should change, you will be notified.

Auto – Personal and Commercial: 8-10%

Property – Personal and Commercial: 8-11%

Our Desjardins Insurance Agents may also receive variable compensation, bonuses and non-monetary rewards such as travel incentives based on the quality, profitability and growth targets established by us. Variable compensation and bonuses are not guaranteed and can vary between 0-3% of premium.

For more information on how our Desjardins Insurance Agents are paid and your rights and responsibilities, refer to www.DesjardinsAgents.com > Customer Care > Disclosures > Point of Sale Disclosure & Code of Consumer Rights and Responsibilities.

Certas Home and Auto Insurance Company

INVOICE

Notice date: 2022-10-12 14:30

ELIE KARAM
6 TANBARK CRES
NORTH YORK ON M3B 1N6

Billing Account Number: 5394342

Method of payment: In full upon receipt of Invoice

Amount due on 2022-11-01: \$568.08

For Policy Number: SC287095

Desjardins Agent: Richard J Demille Ins and Fin Svcs Ltd
Tel.: 905-257-0111

Please detach and return this portion with your payment (instructions on the back). - Thank you
Keep this portion for your files. Organization number: SIPC-04165



Transactions	Effective Date	Amount	Tax	Total
New Commercial Insurance Policy SC287095	2022-11-01	\$526.00	\$42.08	\$568.08

Billing Account Details following the above Transactions

Policy Number	Description	Policy effective from **	Amount ***	Due Date
SC287095	Commercial Insurance 6 TANBARK CRES	2022-11-01 to 2023-11-01	\$568.08	2022-11-01

** Effective as of 12:01 am local time at the postal address stated herein.

*** The amount(s) are for information only, including taxes (if applicable).

Important Messages

This document can be used as an OFFICIAL RECEIPT for income tax purposes.

Reminder: This invoice is payable in full on the date indicated.

Important information on the back

HOW TO PAY YOUR BILL

1 By visiting your Desjardins Agent
You will need your policy number or a copy of the Invoice that is included in the policy package.

2 By an electronic payment system through any participating financial institution
Register **Certas Home and Auto Ins. Co.** as a payee at your financial institution's website. Use your **POLICY OR BILLING ACCOUNT NUMBER** as your account/reference number.

3 By mail
Please make your cheque payable to Certas Home and Auto Ins. Co. and indicate your policy number on the front. **Do not send cash.** Enclose your cheque and this detachable portion in the envelope provided.

Address: **Certas Home and Auto Insurance Company
Billing Services
P.O. Box 5040 Stn Aurora Main
Aurora ON L4G 0B1**

4 No worries, no fuss
Opt for payment by preauthorized debit
Preauthorized debits are a fast and efficient way to make your insurance payments. No more cheques to write, no more stamps to buy and you don't have to go out of your way to make your payments. It's all done automatically through the financial institution of your choice.

Unpaid amounts
If a payment cannot be made due to insufficient funds, fees will be added to the unpaid amount. As legislated, we reserve the right to cancel your policy if the payment agreement is not respected.

Cancellation
As indicated in your insurance contract, if you choose to cancel it before the end of the term, we will calculate the premium owed using the short-term rate.

Questions?
For further information concerning your terms of payment, please contact your Desjardins Agent.

Certain terms and conditions apply to each method of payment.



Richard J Demille Ins and Fin Svcs Ltd
C002-2379 Trafalgar Rd
Oakville ON L6H 6K7
Tel.: 905-257-0111 Fax: 905-257-0851

DECLARATIONS PAGE

Insured(s)

 Elie Karam
 6 TANBARK CRES
 NORTH YORK ON M3B 1N6

Your New Policy

Policy Number	SC287095
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 Policy effective from 2022-11-01* to 2023-11-01*
Year Month Day Year Month Day
* 12:01 a.m. local time at the Named Insured's postal address stated herein

Agent:	Richard J Demille Ins and Fin Svcs Ltd Tel.: 905-257-0111
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Location 1: 6 TANBARK CRES, NORTH YORK, ON M3B 1N6

Designated Operations	Building materials centre, home improvement centre
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Coverage Summary

Form	Coverage	Deductible	Amount/Limit of Insurance	Premium
				\$526.00

General

Commercial Property Policy Conditions - 913535 (2017-09)	Included
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Applicable to all locations and activities described in the Declarations Page

Coverage Summary

Form	Coverage	Deductible	Amount/Limit of Insurance	Premium
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Liability

Commercial General Liability Insurance - 923101 (2017-09)				
Coverage A - Bodily Injury and Property Damage Liability	\$500.00	\$5,000,000.00	Included	
Coverage B - Personal and Advertising Injury Liability		\$5,000,000.00	Included	
Coverage C - Medical Payments		\$50,000.00 Any one person	Included	
Coverage D - Tenants' Legal Liability	\$500.00	\$250,000.00 Any one premises	Included	
Products-Completed Operations		\$5,000,000.00 Aggregate limit	Included	
Employee Benefits Liability Insurance - 913935 (2017-09)	\$1,000.00	\$1,000,000.00	Included	
S.P.F. No. 6 - Standard Non-Owned Automobile Policy - 933209 (2017-09)		\$2,000,000.00	Included	
Exclusion - Altering, Installing, Recording or Distribution of Material - 925221 (2017-09)			Included	

DECLARATIONS PAGE

Policy Number **SC287095**

Premium for location 1 (excluding applicable taxes)	\$526.00
Total premium for this policy (excluding applicable taxes)	\$526.00

Additional Clauses

Your privacy is respected and protected

An important part of Certas Home and Auto Insurance Company's (CHA) commitment to provide you with service excellence, is respect for your privacy.

CHA, collects, uses and discloses personal information about you and other persons insured under your policy, to and from affiliated companies, Desjardins Agents, and external sources including, but not limited to, other property and casualty insurers and public and private sector claims or fraud information databases, in order to: enhance your customer experience; assess your application for insurance, which includes verifying information such as prior claims, convictions and annual kilometres; manage risk; communicate with you concerning our products and services; underwrite and service your insurance policies; investigate and settle claims; prevent, detect and prosecute fraud; analyze business results; obtain your feedback about our products and services and for statistical purposes; promote insurance and financial products and services that meet your current and future needs; update the information we have about you, act as required or authorized by law, and as set out in our Privacy Code which is available online at www.desjardinsagents.com. We may also collect information from credit reporting agencies, but only when necessary and with your specific consent.

Under no circumstances is your personal information sold or inappropriately disclosed to third parties. We contractually require any person or organization providing products or services on our behalf to protect our customer information.

By purchasing our insurance products, you have given your consent to collect, use and disclose your personal information for the purposes set out above, except as otherwise required or permitted by law.

You may withdraw your consent at any time, with reasonable notice, subject to legal or contractual obligations that CHA must fulfill. Withdrawal of consent may prevent CHA from providing you with the requested insurance products or services.

You have a right to access and correct the personal information CHA has on file about you. If you have any questions about our collection, use, or disclosure of personal information, or would like a copy of our privacy policy, to access or correct the personal information about you held by us or if you have any complaints or other inquiries, please speak with your Desjardins Agent or visit our Website at www.desjardinsagents.com or write to:

Certas Home and Auto Insurance Company
Attention: Privacy Office
333 First Commerce Drive
Aurora, ON
L4G 8A4

Cancellation of the Policy

In consideration of the refund of PREMIUM (IF APPLICABLE) this policy is cancelled and returned to the Insurer, and all renewal certificates relating thereto are considered null and void.

Insured's Signature:

Mortgagee or Creditor:

Cancellation Date:

Year Month Day

Certas Home and Auto Insurance Company
333 First Commerce Drive
Aurora, ON
L4G 8A4



Valérie Lavoie
Chief Executive Officer

The following policy conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy (including fire).

1. 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.

2. 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.

3. Change of Interest

The Insurer is 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.

4. Material Change

Any change material to the risk and within the control and knowledge of the Insured avoids 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 fifteen (15) days of the receipt of the notice, pay to the Insurer an additional premium. In 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.

5. Termination

- 1) This contract may be terminated,
 - a) by the Insurer giving to the Insured written notice of termination at least:
 - i) five (5) days before the effective date of termination if personally delivered;
 - ii) fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for non-payment of premium; or
 - iii) thirty (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 over the proportionate 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 fifteen (15) and thirty (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.

6. Requirements After Loss

- 1) Upon the occurrence of any loss or of damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - 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 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 willful act or neglect or the 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 insured property was located at the time of loss or damage;
- 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 12 and 13.

7. Fraud

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

8. 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.

9. 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 subsection 1) of this condition.

10. 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 appraisal 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.

11. 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.

12. When Loss Payable

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

13. Replacement

- 1) The Insurer, instead of making payment, may repair, rebuild, or replace the property lost or damaged, giving written notice of its intention to do so within thirty (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 forty-five (45) days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.

14. Action

Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one (1) year after the loss or damage occurs, unless legislation provides otherwise.

15. 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.

16. Contribution

If on the happening of any loss or damage to property in consequence of which a claim is or may be made under this policy there is in force more than one contract covering the same interest, the liability of the Insurer hereunder shall be limited to its rateable proportion of such claim.

Short Rate Cancellation Table					
Days policy in force	% of retained premium	Days policy in force	% of retained premium	Days policy in force	% of retained premium
1 to 3	8	116 to 119	43	231 to 234	73
4 to 7	9	120 to 122	44	235 to 238	74
8 to 11	11	123 to 126	45	239 to 242	75
12 to 15	12	127 to 130	46	243 to 245	76
16 to 19	14	131 to 134	47	246 to 249	77
20 to 23	16	135 to 138	48	250 to 253	78
24 to 26	18	139 to 142	49	254 to 257	79
27 to 30	19	143 to 146	50	258 to 261	80
31 to 34	21	147 to 149	51	262 to 265	81
35 to 38	22	150 to 153	52	266 to 268	82
39 to 42	23	154 to 157	53	269 to 272	83
43 to 46	24	158 to 161	54	273 to 276	84
47 to 49	25	162 to 165	55	277 to 280	85
50 to 53	26	166 to 169	56	281 to 284	86
54 to 57	27	170 to 172	57	285 to 288	87
58 to 61	28	173 to 176	58	289 to 292	88
62 to 65	29	177 to 180	59	293 to 296	89
66 to 69	30	181 to 184	60	297 to 299	90
70 to 73	31	185 to 188	61	300 to 303	91
74 to 76	32	189 to 192	62	304 to 307	92
77 to 80	33	193 to 195	63	308 to 311	93
81 to 84	34	196 to 199	64	312 to 315	94
85 to 88	35	200 to 203	65	316 to 318	95
89 to 92	36	204 to 207	66	319 to 326	96
93 to 96	37	208 to 211	67	327 to 334	97
97 to 99	38	212 to 215	68	335 to 341	98
100 to 103	39	216 to 219	69	342 to 349	99
104 to 107	40	220 to 222	70	350 to 365	100
108 to 111	41	223 to 226	71		
112 to 115	42	227 to 230	72		

Throughout this form, the word Insured refers to the person or organization qualifying as an Insured under Section II – Who is an Insured. The word Insurer refers to the insurance company having issued this policy.

The words Named Insured refer to the Named Insured shown on the Declarations Page, and any other person or organization qualifying as a Named Insured under paragraph 3. of Section II – Who is an Insured.

Words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

VARIOUS TERMS OF THE POLICY RESTRICT COVERAGE. THE INSURED IS ADVISED BY THE INSURER TO 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

1. Insuring Agreement

a) The Insurer 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. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer 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. The Insurer may, at its discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

- 1) the amount the Insurer will pay for "compensatory damages" is limited as described in Section III – Limits of Insurance; and
- 2) the Insurer's right and duty to defend ends when it has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

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:

- 1) the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- 2) the "bodily injury" or "property damage" occurs during the policy period; and

3) prior to the policy period, no Insured listed under paragraph 1. of Section II – Who is an Insured and no "employee" authorized by the Named Insured 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, any change or any 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 the Named Insured to give or receive notice of an "occurrence" or claim, includes any continuation, any change or any 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. of Section II – Who is an Insured or any "employee" authorized by the Named Insured to give or receive notice of an "occurrence" or claim:

- 1) reports all, or any part, of the "bodily injury" or "property damage" to the Insurer or any other insurer;
- 2) receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or
- 3) 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 when it results 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":

- 1) that the Insured would have in the absence of the contract or agreement; or
- 2) 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", reasonably incurred legal fees and necessary litigation expenses incurred by or for a party other than the Insured are deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided:
 - a) liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - b) 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:

- 1) an "employee" of the Insured arising out of and in the course of:
 - a) employment by the Insured; or
 - b) performing duties related to the conduct of the Insured's business; or
- 2) the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph 2. d) 1).

This exclusion applies:

- i) whether the Insured may be liable as an employer or in any other capacity; and
- ii) 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:

- a) liability assumed by the Insured under an "insured contract"; or
- b) a claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by the Named Insured 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 or Airport

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

- 1) any aircraft or air cushion vehicle that is owned or operated by, or rented or loaned to any Insured; or
- 2) any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto. "Bodily injury" or "property damage" is also excluded when arising out of any construction, installation, repair or maintenance work performed on such premises by or on behalf of the Named Insured.

Use includes operation and "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, use or entrustment to others of any aircraft or air cushion vehicle 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, use or entrustment to others by or on behalf of any Insured of any watercraft or air cushion vehicle that is owned or operated by, or rented or loaned to any Insured.

Use includes operation and "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, use or entrustment to others of any watercraft or air cushion vehicle that is owned or operated by, or rented or loaned to any Insured.

This exclusion does not apply to:

- 1) a watercraft while ashore on premises the Insured owns or rents;
- 2) a watercraft that is less than eight (8) metres long and not being used:
 - a) to carry persons or property for a charge;
 - b) in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- 3) "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, if the "bodily injury" results from an "occurrence" involving a watercraft.

g) Automobile

"Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of the ownership, use or entrustment to others of any "automobile" that is owned, operated by or on behalf of, rented or loaned to any Insured. Use includes operation and "loading or unloading".

This exclusion also applies to any motorized snow vehicle or its trailers and 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.

This exclusion also 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, use or entrustment to others of any "automobile" that is owned, operated by or on behalf of, 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 thirty (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 vehicle while at the site of the use or operation of such equipment. This exception however does not apply when such equipment is mounted on or attached to any "automobile" and such equipment is used for the purpose of "loading or unloading";
- 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:

- 1) property which is or was at any time owned, rented or occupied by the Named Insured, including any costs or expenses incurred by the Named Insured, 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;
- 2) premises which the Named Insured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
- 3) property loaned to the Named Insured;
- 4) personal property in the care, custody or control of the Named Insured;
- 5) that particular part of real property on which the Named Insured or any contractors or subcontractors working directly or indirectly on his behalf are performing operations, if the "property damage" arises out of those operations; or
- 6) that particular part of any property that must be restored, repaired or replaced because the "Named Insured's work" was incorrectly performed on it.

Paragraph 2) of this exclusion does not apply if the premises are the "Named Insured's work" and were never occupied, rented or held for rental by the Named Insured.

Paragraphs 3), 4), 5) and 6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph 6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

i) Damage to the Named Insured's Product

"Property damage" to the "Named Insured's product" arising out of it or any part of it.

This exclusion is replaced by the following exclusion, but only in respect with the Named Insured's operations related to the business of selling, repairing or servicing automobile.

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

j) Damage to the Named Insured's Work

"Property damage" to the defective part of the "Named Insured's work" arising out of it or any part of 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 behalf of the Named Insured 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:

- 1) a defect, deficiency, inadequacy or dangerous condition in the "Named Insured's product" or in the "Named Insured's work"; or
- 2) a delay or failure by the Named Insured or anyone acting on his 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 the "Named Insured's product" or the "Named Insured's 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 the Named Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 1) the "Named Insured's product";
- 2) the "Named Insured's work"; or
- 3) "impaired property";

if such product, work, or property must be corrected or repaired 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) Use of Explosives, Pile Driving, Caisson Work, or Removal or Weakening of Support, Whether Natural or Otherwise

"Property damage" arising out of:

- 1) the use of explosives for blasting;
- 2) vibration from pile driving or caisson work; or
- 3) the removal or weakening of support, whether such support be natural or otherwise, of any property, building, land or other property.

This exclusion does not apply to:

- a) "property damage" arising out of work performed on behalf of the Named Insured by any contractor or subcontractor; or
- b) "property damage" included in the "products-completed operations hazard".

n) Specific Insurance

"Compensatory damages" arising out of any work where the liability of the Insured for the said damages is covered under a "wrap-up insurance" or any other specific insurance that has been purchased to cover the interests of a group of persons or organizations, whether the Insured is named in such insurance or not.

This exclusion does not apply to damages arising out of the "products-completed operations hazard" after the expiry of the extended

coverage period of the said specific insurance or "wrap-up insurance" for such "products-completed operations hazard".

o) Electronic Data and Access or Disclosure of Confidential or Personal Information

"Compensatory damages" arising out of:

- 1) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data"; or
- 2) any access to or disclosure of any person's or organization's confidential or personal information, including, but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

p) Personal and Advertising Injury

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

q) Professional Services

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

r) Abuse

- 1) Claims or "actions" 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".
- 2) Claims or "actions" based on the Insured's practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".
- 3) Claims or "actions" alleging knowledge by an Insured of, or failure to report, the alleged "abuse" to the appropriate authorities.

s) Asbestos – see Common Exclusions.

t) Fungi or spores– see Common Exclusions.

u) Nuclear Energy Liability – see Common Exclusions.

v) Pollution – see Common Exclusions.

w) Terrorism – see Common Exclusions.

x) War Risks – see Common Exclusions.

y) Reactive Aggregates, Including Those Containing Pyrite or Pyrrhotite – see Common Exclusions.

Coverage B. Personal and Advertising Injury Liability**1. Insuring Agreement**

- a) The Insurer 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. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer 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. The Insurer may, at its discretion, investigate any offense and settle any claim or "action" that may result. But:

- 1) the amount the Insurer will pay for "compensatory damages" is limited as described in Section III – Limits of Insurance; and
- 2) the Insurer's right and duty to defend ends when it has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

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 the business of the Named Insured 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 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 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 if an implied authorization has been given to use another's advertising idea in the "advertisement" of the Named Insured.

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 the "advertisement" of the Named Insured.

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 the "advertisement" of the Named Insured.

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 the "advertisement" of the Named Insured, 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:

- 1) advertising, broadcasting, publishing or telecasting;
- 2) designing or determining content of web-sites for others; or
- 3) 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 the Named Insured 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 the Named Insured's e-mail address,

domain name or metatag, or any other similar tactics to mislead another's potential customers.

m) Data-Related Liability and Access or Disclosure of Confidential or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including, but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

n) Asbestos – see Common Exclusions.

o) Fungi or Spores– see Common Exclusions.

p) Nuclear Energy Liability – see Common Exclusions.

q) Pollution – see Common Exclusions.

r) Terrorism – see Common Exclusions.

s) War Risks – see Common Exclusions.

t) Reactive Aggregates, Including Those Containing Pyrite or Pyrrhotite – see Common Exclusions.

Coverage C. Medical Payments**1. Insuring Agreement**

a) The Insurer will pay medical expenses as described below for "bodily injury" caused by an accident:

- 1) on premises the Named Insured owns or rents;
- 2) on ways next to premises the Named Insured owns or rents; or
- 3) because of the Named Insured's operations; provided that:

- i) the accident takes place in the "coverage territory" and during the policy period;
- ii) the expenses are incurred and reported to the Insurer within one year of the date of the accident; and
- iii) the injured person submits to examination, at the expense of the Insurer, by physicians of the Insurer's choice as often as the Insurer reasonably requires.

b) The Insurer 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. The Insurer will pay reasonable expenses for:

- 1) first aid administered at the time of an accident;
- 2) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- 3) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

The Insurer will not pay medical 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 the Named Insured owns or rents 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 a similar law.

e) Athletic Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f) Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g) Coverage A Exclusions

Excluded under Coverage A.

h) Private or Public Insurance

Covered under a private or public medical, dental or disability insurance plan.

Coverage D. Tenants' Legal Liability**1. Insuring Agreement**

a) The Insurer 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 or occupied by the Named Insured. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. The Insurer may, at its discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

- 1) the amount the Insurer will pay for "compensatory damages" is limited as described in Section III – Limits of Insurance; and
- 2) the Insurer's right and duty to defend ends when it has used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages A, B or D or medical expenses under Coverage C.

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:
- 1) the "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - 2) the "property damage" occurs during the policy period; and
 - 3) prior to the policy period, no Insured listed under paragraph 1. of Section II – Who Is an Insured and no "employee" authorized by the Named Insured 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 the Named Insured 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 the Named Insured to give or receive notice of an "occurrence" or claim:
- 1) reports all, or any part, of the "property damage" to the Insurer or any other insurer;
 - 2) receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
 - 3) 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" that the Insured would have in the absence of the contract or agreement.

c) **Asbestos** – see Common Exclusions.

d) **Fungi or Spores**– see Common Exclusions.

e) **Nuclear Energy Liability** – see Common Exclusions.

f) **Pollution**– see Common Exclusions.

g) **Terrorism** – see Common Exclusions.

h) **War Risks** – see Common Exclusions.

i) **Reactive Aggregates, Including Those Containing Pyrite or Pyrrhotite** – see Common Exclusions.

Common Exclusions Applicable to 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.

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" or "personal and advertising injury" 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 "spores" 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 "spores";

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".

For the purpose of the following exception:

i) "property damage" means physical injury to animals.

ii) "products-completed operations hazard" means all "bodily injury" and "property damage" that arises out of the "Named Insured's product" provided the "bodily injury" or "property damage" occurs after the Named Insured has relinquished physical possession of the "Named Insured's product".

This exclusion does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" arising directly or indirectly from "fungi" or "spores" that are found in or on, or are the "Named Insured's product", and the Named Insured intends the "Named Insured's product" to be:

1) applied topically to; or

2) ingested by; humans or animals.

This exclusion does not apply to other "bodily injury" or "property damage" included in the "products-completed operations hazard" not otherwise excluded in this form, up to an Aggregate limit of \$250,000.

This Aggregate limit is included in, and not in addition to, the "products-completed operations hazard" Aggregate limit provided for in paragraph 2. of Section III – Limits of Insurance.

3. Nuclear Energy Liability

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

b) "Bodily injury", "property damage" or "personal and advertising injury" with respect to which an Insured under this form 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:

1) the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an Insured;

- 2) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";
- 3) 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".

4. 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":
 - 1) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this subparagraph does not apply to:
 - i) "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;
 - ii) "bodily injury" or "property damage" for which the Named Insured may be held liable, if the Named Insured is a contractor and the owner or lessee of such premises, site or location has been added to the Named Insured's policy as an Additional Insured with respect to the ongoing operations of the Named Insured performed for that Additional Insured at these premises, site or location and such premises, site or location are not and never were owned or occupied by, or rented or loaned to, any Insured, other than that Additional Insured; or
 - iii) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - 2) 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;

- 3) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - i) any Insured; or
 - ii) any person or organization for whom the Named Insured may be legally responsible; or
 - 4) 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:
 - i) "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;
 - ii) "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 or on behalf of the Named Insured by a contractor or subcontractor; or
 - iii) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - 5) 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 out of any:
 - 1) 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

- 2) 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 paragraph 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.

5. Terrorism

"Bodily injury", "property damage" or "personal and advertising injury" 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".

6. War Risks

"Bodily injury", "property damage" or "personal and advertising injury" 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".

7. Reactive Aggregates, Including Those Containing Pyrite or Pyrrhotite

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, out of any aggregate, material or soil of a reactive nature, including those containing pyrite or pyrrhotite, or both at the same time, 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".

Supplementary Payments – Coverages A, B And D

1. The Insurer will pay, with respect to any claim it investigates or settles, or any "action" against an Insured the Insurer defends:

- a) all expenses the Insurer incurs.
- b) the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds.
- c) all reasonable expenses the Named Insured incurs at the Insurer's request to assist the Insurer in the investigation or defense of the claim or "action", including actual loss of earnings up to two hundred and fifty dollars (\$250) a day because of time off from work.
- d) all costs assessed or awarded against the Named Insured 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 the Insurer has 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 the Insurer defends an Insured against an "action" and an indemnitee of the Insured is also named as a party to the "action", the Insurer 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 the Insurer knows 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 Insured and the indemnitee ask the Insurer to conduct and control the defense of that indemnitee against such "action" and agree that the Insurer can assign the same counsel to defend the Insured and the indemnitee; and
 - f) The indemnitee:
 - 1) agrees in writing to:
 - a) cooperate with the Insurer in the investigation, settlement or defense of the "action";
 - b) immediately send to the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "action";
 - c) notify any other insurer whose coverage is available to the indemnitee; and
 - d) cooperate with the Insurer with respect to coordinating other applicable insurance available to the indemnitee; and
 - 2) provides the Insurer with written authorization to:
 - a) obtain records and other information related to the "action"; and
 - b) conduct and control the defense of the indemnitee in such "action".

So long as the above conditions are met, legal fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2. b) 2) of Section I – Coverage A – Bodily Injury and Property Damage 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.

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

- a) the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements; or
- b) 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 the Named Insured is designated on the Declarations Page as:
 - a) an individual, he or she and his spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
 - b) a partnership, limited liability partnership or joint venture, it is an Insured. Its members, its partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business.
 - c) a limited liability company, it is an Insured. Its members are also Insureds, but only with respect to the conduct of the Named Insured's business. Its managers are Insureds, but only with respect to their duties as the Named Insured's managers.
 - d) an organization other than a partnership, limited liability partnership, joint venture or limited liability company, it is an Insured. Its "executive officers" and directors are also

Insureds, but only with respect to their duties as the Named Insured's officers or directors. Its shareholders are also Insureds, but only with respect to their liability as shareholders.

- e) a trust, it is an Insured. Its trustees are also Insureds, but only with respect to their duties as trustees.

2. Each of the following is also an Insured:

- a) The "volunteer workers" of the Named Insured, but only while performing duties related to the conduct of the Named Insured's business, or the "employees" of the Named Insured, other than either the "executive officers" of the Named Insured (if the Named Insured is an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or the managers of the Named Insured (if the Named Insured is a limited liability company), but only for acts within the scope of their employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business. However, none of these "employees" or "volunteer workers" are Insureds for:
 - 1) "bodily injury" or "personal and advertising injury":
 - a) to the Named Insured, its partners or members (if the Named Insured is a partnership, limited liability partnership or joint venture), to its members (if the Named Insured is a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of the Named Insured's business, or to other "volunteer workers" of the Named Insured while performing duties related to the conduct of the Named Insured's business;
 - b) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph 1) a) above;
 - c) 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 1) a) or b) above;
 - d) arising out of his or her providing or failing to provide professional health care services; or
 - e) to any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
 - 2) "property damage" to property that is:
 - a) owned, occupied or used by the Named Insured;

b) rented to, in the care, custody or control of the Named Insured, or over which physical control is being exercised for any purpose by the Named Insured.

The words Named Insured, as used in paragraphs 2) a) and b) above, mean the Named Insured, any of its "employees", "volunteer workers", any partner or member (if the Named Insured is a partnership, limited liability partnership or joint venture), or any member (if the Named Insured is a limited liability company).

- b) any person (other than the Named Insured's "employee" or "volunteer worker"), or any organization while acting as the Named Insured's real estate manager.
- c) any person or organization having proper temporary custody of the property of the Named Insured if he or she dies, but only:
- 1) with respect to liability arising out of the maintenance or use of that property; and
 - 2) until the Named Insured's legal representative has been appointed.
- d) the legal representative of the Named Insured if he or she dies, but only with respect to duties as such. That representative will have all the Named Insured's rights and duties under this policy.
- e) the Named Insured's unit or strata lot owners and any tenants, but only with respect to the conduct of the "Condominium Corporation" for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.
3. Any organization that the Named Insured newly acquires or forms, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which the Named Insured maintains 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 ninetieth (90th) day after the Named Insured acquires or forms the organization or the end of the policy period, whichever is earlier;
 - b) Coverage A and D do not apply to "bodily injury" or "property damage" that occurred before the Named Insured acquired or formed the organization; and
 - c) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before the Named Insured acquired or formed the organization.

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 on the Declarations Page.

Section III – Limits of Insurance

1. The Limits of Insurance shown on the Declarations Page and the rules below determine the most the Insurer 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 the Insurer 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 the Insurer 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 the Insurer 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 the Insurer will pay under Coverage D for "compensatory damages" because of "property damage" to any one premises.
6. Subject to 3. above, the Medical Expense Limit is the most the Insurer 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 twelve (12) months, starting with the beginning of the policy period shown on the Declarations Page, unless the policy period is extended after issuance for an additional period of less than twelve (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) The Insurer's obligation under Coverage A, but only for "property damage", and under Coverage D, to pay "compensatory damages" on behalf of the Named Insured applies only to the amount of "compensatory

damages" in excess of any deductible amounts shown on the Declarations Page as applicable to such coverages. The Each Occurrence Limit and, under Coverage D, the Limit for any one premises will be reduced by the amount of such deductible.

- b) The deductible amount applies as follows:
- 1) 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".
 - 2) Under Coverage D : 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:
- 1) the right and duty of the Insurer to defend any "action" seeking those "compensatory damages"; and
 - 2) the duties of the Named Insured in the event of an "occurrence", claim or "action";
- apply irrespective of the application of the deductible amount.
- d) The Insurer 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, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

Section IV – Conditions

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of its obligations under this form.

2. Currency

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 the Named Insured and the Insurer concerning the insurance afforded. This policy's terms can only be changed by:

- a) the first Named Insured shown on the Declarations Page with the Insurer's consent; and

b) the Insurer by endorsement in accordance with all Canadian federal, provincial or territorial laws.

4. Duties of the Insured in the Event of Occurrence, Offense, Claim or Action

- a) The Named Insured must see to it that the Insurer is notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
- 1) how, when and where the "occurrence" or offense took place;
 - 2) the names and addresses of any injured persons and witnesses; and
 - 3) 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, the Named Insured must:
- 1) immediately record the specifics of the claim or "action" and the date received; and
 - 2) notify the Insurer as soon as practicable.

The Named Insured must see to it that the Insurer receives written notice of the claim or "action" as soon as practicable.

- c) The Named Insured and any other involved Insured must:
- 1) immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - 2) authorize the Insurer to obtain records and other information;
 - 3) cooperate with the Insurer in the investigation or settlement of the claim or defense against the "action"; and
 - 4) assist the Insurer, upon its 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 the Insurer's consent.

5. Examination of Books and Records

The Insurer may examine and audit the Named Insured's books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

6. Inspections and Surveys

- a) The Insurer has the right to:
- i) make inspections and surveys at any time;
 - ii) give reports to the Named Insured on the conditions it finds; and
 - iii) recommend changes.

- b) The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does 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 the Insurer, 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 the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against the Insurer

No person or organization has a right under this policy:

- a) to join the Insurer as a party or otherwise bring the Insurer into an "action" asking for "compensatory damages" from an Insured; or
- b) to sue the Insurer on this policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured; but the Insurer 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 the Insurer, 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.

8. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss covered under Coverages A, B or D of this policy, the Insurer's obligations are limited as follows:

a) Primary Insurance

Subject to exclusion 2. n) of Section I – Coverage A, this insurance is primary except when b) below applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is also primary.

Then, the Insurer will share with all such other insurance by the method described in c) below.

b) Excess Insurance

This insurance is excess over:

- 1) any of the other insurance, whether primary, excess, contingent or on any other basis:
 - a) that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for the "Named Insured's work";
 - b) that is Fire insurance for premises rented to the Named Insured or temporarily occupied by the Named Insured with permission of the owner;
 - c) if the loss arises out of the maintenance or use of watercraft or "automobile" to the extent not subject to either exclusion f) or g) of Section I – Coverage A – Bodily Injury and Property Damage Liability.
- 2) any other primary insurance available to the Named Insured covering liability for "compensatory damages" arising out of the premises or operations or products-completed operations for which the Named Insured has been added as an Additional Insured by endorsement.

When this insurance is excess, the Insurer 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, this Insurer will undertake to do so, but it will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only its 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.

The Insurer 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 on the Declarations Page of this policy.

c) Method of Sharing

If all of the other insurance permits contribution by equal shares, the Insurer 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, the Insurer 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.

9. Premium Audit

- a) The Insurer will compute all premiums for this policy in accordance with its rules and rates.
- b) Premium shown on the Declarations Page as advance premium is a deposit premium only. At the close of each audit period, the Insurer 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 period is greater than the earned premium, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown on the Declarations Page.
- c) The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as it may request.

10. Premiums

The first Named Insured shown on the Declarations Page:

- a) is responsible for the payment of all premiums; and
- b) will be the payee for any return premiums the Insurer pays.

11. Declarations

By accepting this policy, the Named Insured agrees:

- a) the statements on the Declarations Page are accurate and complete;
- b) those statements are based upon representations the Named Insured made to the Insurer; and
- c) the Insurer has issued this policy in reliance upon the Named Insured's representations.

12. 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.

13. Termination

- a) The first Named Insured shown on the Declarations Page may terminate this policy by mailing or delivering to the Insurer advance written notice of termination.
- b) The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:

- 1) five (5) days before the effective date of termination if personally delivered;

- 2) fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or

- 3) thirty (30) days before the effective date of termination if the Insurer terminates for any other reason.

Except in Quebec, if notice is mailed, termination takes effect fifteen (15) or thirty (30) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, paragraph 1) of this condition does not apply and termination takes effect either fifteen (15) or thirty (30) days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.

- c) The Insurer will mail or deliver its notice to the first Named Insured's last mailing address known to it.
- d) The policy period will end on the date termination takes effect.
- e) If this policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, 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 the Insurer has not made or offered a refund.

14. Transfer of Rights of Recovery Against Others to the Insurer

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

15. Transfer of the Named Insured's Rights and Duties Under This Policy

The Named Insured's rights and duties under this policy may not be transferred without the Insurer's written consent, except in the case of death of a Named Insured who is an individual.

If the Named Insured dies, his or her rights and duties will be transferred to his or her legal representative, but only while acting within the scope of duties as his or her legal representative. Until the Named Insured's legal representative is appointed, anyone having proper temporary custody of his or her property will have his or her rights and duties, but only with respect to that property.

Section V – Definitions

Wherever used in this form:

- 1) "Abuse" includes, but is not limited to, any act or threat involving molestation, assault, violence,

mistreatment, harassment, corporal punishment or any other form of physical, sexual, mental, psychological or emotional 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 the Insurer's consent; or
- b) any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the Insured submits with the Insurer's consent.

- 3) "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about the Named Insured's 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 the Named Insured's 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 semitrailer 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, sickness or disease sustained by a person, including death resulting from any of these at any time.

- 6) "Compensatory damages" means damages due or awarded in payment for injury or damage. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.

- 7) "Condominium Corporation" means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.

- 8) "Coverage territory" means:

- a) Canada and the United States of America (including its territories and possessions);
- b) international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a) above; or
- c) all other parts of the world if the injury or damage arises out of:

- 1) goods or products made or sold by the Named Insured in the territory described in a) above;
- 2) the activities of an insured person whose home is in the territory described in a) above, but is away for a short time on the Named Insured's business; or
- 3) "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the Insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a) above or in a settlement the Insurer agrees to.
- 9) "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.
- 10) "Employee" includes a "leased worker" and a "temporary worker".
- 11) "Executive officer" means a person holding any of the officer positions created by the charter, constitution, by-laws or any other similar governing document of the Named Insured.
- 12) "Fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
- 13) "Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew 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.
- 14) "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 15) "Impaired property" means tangible property, other than the "Named Insured's product" or the "Named Insured's work", that cannot be used or is less useful because:
- it incorporates the "Named Insured's product" or the "Named Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - the Named Insured has failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- the repair, replacement, adjustment or removal of the "Named Insured's product" or the "Named Insured's work"; or
 - the fulfilling the terms of the contract or agreement by the Named Insured.
- 16) "Incidental medical malpractice injury" means "bodily injury" arising out of the rendering of or failure to render, during the policy period, the following services:
- medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
 - 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.
- 17) "Insured contract" means:
- 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 the Named Insured or temporarily occupied by the Named Insured with permission of the owner is not an "insured contract";
 - a sidetrack agreement;
 - an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - any other easement agreement;
 - an obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
 - an elevator maintenance agreement;
 - that part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes 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 the Named Insured or by those acting on behalf of the Named Insured. 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:
- that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - 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 failure to render "professional services", including those listed in 1) above and supervisory, inspection, architectural or engineering activities.
- 18) "Leased worker" means a person leased to the Named Insured by a labour leasing firm under an agreement between the Named Insured and the labour leasing firm, to perform duties related to the conduct of the business of the Named Insured. "Leased worker" does not include a "temporary worker".
- 19) "Loading or unloading" means the handling of property:
- after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
 - while it is in or on an aircraft, watercraft or "automobile"; or
 - 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".
- 20) "Named Insured's product":
- means:
 - any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - the Named Insured;
 - others trading under the Named Insured's name; or
 - a person or organization whose business or assets the Named Insured has acquired; and
 - containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - includes:
 - warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the "Named Insured's product"; and
 - 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.
- 21) "Named Insured's work":
- a) means:
 - 1) work or operations performed by or on behalf of the Named Insured; and
 - 2) materials, parts or equipment furnished in connection with such work or operations.
 - b) includes:
 - 1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the "Named Insured's work"; and
 - 2) the providing of or failure to provide warnings or instructions.
- 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 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 the Named Insured's "advertisement"; or
- g) infringing upon another's copyright, trade dress or slogan in the Named Insured's "advertisement".
- 26) "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including 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 the Named Insured owns or rents and arising out of the "Named Insured's product" or the "Named Insured's work" except:
 - 1) products that are still in the physical possession of the Named Insured; or
 - 2) work that has not yet been completed or abandoned. However, the "Named Insured's work" will be deemed completed at the earliest of the following times:
 - a) when all of the work called for in the Named Insured's contract has been completed;
 - b) when all of the work to be done at the job site has been completed if the Named Insured's contract calls for work at more than one job site;
 - c) when that part of the 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:
 - 1) 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 the Named Insured, and that condition was created by the "loading or unloading" of that vehicle by any Insured; or
 - 2) the existence of tools, uninstalled equipment or abandoned or unused materials.
- 28) "Professional services" includes, but is not limited to:
- a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - 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) the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
 - h) supervisory, inspection, architectural, design or engineering services;
 - i) 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;
 - j) any computer programming or re-programming, consulting, advisory or related services; or
 - k) claim, investigation, adjustment, appraisal, survey or audit services.
- 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 caused 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 purposes of this insurance, "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 the Named Insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 33)"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.
- 34)"Volunteer worker" means a person who is not an "employee" of the Named Insured, and who donates his or her work and acts at the direction of and within the scope of duties determined by the Named Insured, and is not paid a fee, salary or other compensation by the Named Insured or anyone else for their work performed for the Named Insured.
- 35)"Wrap-up insurance" means any specific liability insurance purchased by or on behalf of the project owner, to cover all stakeholders, including the project owner, the Named Insured and the majority of contractors and subcontractors engaged in a specific construction project.

This insurance provides claims-made and reported coverage.

Subject to the provisions herein, this insurance covers "claims" first made against the Insured and first reported to the Insurer during the policy period.

Throughout this form, the word Insured refers to the person or organization qualifying as an Insured under Section II – Who is an Insured. The word Insurer refers to the insurance company having issued this policy.

The words Named Insured refer to the Named Insured shown on the Declarations Page, and any other person or organization qualifying as a Named Insured under paragraph 3. of Section II – Who is an Insured.

Words and phrases that appear in quotation marks have special meaning. Refer to Section VII – Definitions.

VARIOUS TERMS OF THE POLICY RESTRICT COVERAGE. THE INSURED IS ADVISED BY THE INSURER TO READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

Section I – Coverage

1. Insuring Agreement

a) The Insurer will pay any "loss" that the Insured becomes legally obligated to pay because of a "wrongful act", to which this insurance applies, committed in the "administration" of "employee benefits programs" by an Insured while acting within the scope of his or her duties for the Named Insured. The Insurer will have the right and duty to defend the Insured against any "action" seeking compensation for a covered "loss". However, the Insurer will have no duty to defend the Insured against any "action" seeking compensation for a "loss" to which this insurance does not apply. The Insurer may, at its discretion, investigate and settle any "claim". But:

- 1) the amount the Insurer will pay for any "loss" is limited as described in Section IV – Limits of Insurance; and
- 2) the Insurer's right and duty to defend the Insured ends when it has used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section III – Supplementary Payments.

This insurance applies only if:

- 1) the "wrongful act" takes place in Canada or its territories;

- 2) the Insured's responsibility to pay a "loss" is determined in an "action" in Canada or its territories; and
- 3) the "claim" is made by an "employee" who, at the time of the "wrongful act", works and resides in Canada or its territories or who must within the scope of his or her duties work outside of Canada or its territories for a short period of time not exceeding two (2) weeks; and
- 4) the "claim" is first made against the Insured during the policy period or during the extended period provided for in Section V – Extended Claims Made and Reporting Period and reported to the Insurer during the same period in accordance with paragraph 4., Duties of the Insured in the Event of Loss, Claim or Action, of Section VI – Conditions, subject to the provisions of paragraph c) below.

b) A "claim" will be deemed to have been first made at the earliest of the following times:

- 1) when the Insured first receives written notice of such "claim" during the policy period or during the extended period provided for in Section V – Extended Claims Made and Reporting Period; or
- 2) when a "claim" against the Insured is reported in writing to the Insurer during the policy period or during the extended period provided for in Section V – Extended Claims Made and Reporting Period.

c) All "claims" arising out of:

- 1) the same "wrongful act" will be considered as one "claim"; and
- 2) the same "wrongful act" will be deemed to have been first made at the time the first one of those "claims" was made.

2. Exclusions

This insurance does not apply to:

a) Bodily Injury or Mental Injury

Any "loss" on account of any "claim" for bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time, or for psychological damage or injury, including fear, mental distress or suffering.

b) Property Damage

Any "loss" on account of any "claim" for property damage, including:

- 1) physical injury to tangible property, including all resulting loss of use of that property; or
- 2) loss of use of tangible property that is not physically injured.

c) Personal Injury or Infringement of Intellectual Property Rights

Any "loss" on account of any "claim" for injury arising out of one or more of the following offenses:

- 1) false arrest, detention or imprisonment;
- 2) malicious prosecution;
- 3) 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 the Insured;
- 4) 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;
- 5) oral or written publication, in any manner, of material that violates a person's right of privacy;
- 6) infringement of intellectual property rights.

d) Abuse

- 1) "Claims" 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".
- 2) "Claims" based on the Insured's practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".
- 3) "Claims" alleging knowledge by an Insured of, or failure to report, the alleged "abuse" to the appropriate authorities.

e) Prior Wrongful Acts

Any "claim" arising out of a "wrongful act" which was known or should have been reasonably known to any Insured prior to the inception date of the policy or, should this policy form part of a continuous series of renewals issued by the Insurer, prior to the inception date of the initial policy issued by the Insurer.

f) Dishonest, Fraudulent or Criminal Acts

Liability arising out of or the consequence of any dishonest, fraudulent or criminal act committed by the Insured, acting alone or in collusion with others, or at the direction of the Insured or any person for whom the Insured is legally responsible.

g) Employment-related Practices

"Claims" based on employment-related practices, including, but not limited to, demotion, termination, performance evaluation, reassignment, sanctions, defamation, harassment or discrimination directed at a staff member, whether he or she is remunerated or not, whether he or she is or was in the employment of the Insured, on long-term leave, on disability, on retirement or a candidate for a position with the Insured. This exclusion applies whether the Insured may be held liable as an employer or in any other capacity.

h) Insufficient Funds

Any "claim" arising out of an insufficiency of funds to meet obligations under the "employee benefits programs".

i) Electronic Data and Access or Disclosure of Confidential or Personal Information

"Claims" arising out of:

- 1) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data"; or
- 2) any access to or disclosure of any person's or organization's confidential or personal information, including, but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

j) Contractual Obligations

Any "claim" based on failure of performance of contract under "employee benefits programs" by any insurer.

k) Investment Plans

Any "claim" based on:

- 1) advice given by an Insured to an "employee" to participate or not to participate in investment plans.
- 2) the differences in performance of an investment plan between what an Insured suggested or claimed and the actual performance of the said plan.

l) Laws and By-laws

Any "claim" based on the failure:

- 1) by the Insured to comply with any workers' compensation, occupational disease, employment insurance, social security or disability benefits law or regulation or any similar law.
- 2) to comply with any law or regulation pertaining to the duties, obligations and responsibilities of fiduciaries in connection with "employee benefits programs".
- 3) by the Insured to comply with any law or regulation pertaining to civil rights, including any form of discrimination as defined in any federal or provincial law.

m) Nuclear Energy Liability

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

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

n) Pollution

Liability arising directly or indirectly, in whole or in part, at any time, out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

Any "loss" arising out of any:

- 1) 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
- 2) "claim" by or on behalf of a governmental authority for 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".

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

o) War Risks

"Claims" 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 loss.

p) Terrorism

"Claims" 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 loss.

q) Asbestos

"Claims" 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.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

r) Fungi or Spores

1) "Claims", including those related to 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 "spores" 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 "spores";

- 2) "Claims" arising directly or indirectly out of any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with 1) above; or
- 3) "Claims" arising directly or indirectly out of 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 1) or 2) above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.

s) Reactive Aggregates, Including Those Containing Pyrite or Pyrrhotite

"Claims" arising directly or indirectly, in whole or in part, out of any aggregate, material or soil of a reactive nature, including those containing pyrite or pyrrhotite, or both at the same time, 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 loss.

Section II – Who is an Insured

1. Solely with respect to the "administration" of "employee benefits programs", if the Named Insured is designated on the Declarations Page as:

- a) an individual, he or she and his spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
- b) a partnership, limited liability partnership or joint venture, it is an Insured. Its members, its partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business.
- c) a limited liability company, it is an Insured. Its members are also Insureds, but only with respect to the conduct of the Named Insured's business. Its managers are insureds, but only with respect to their duties as the Named Insured's managers.
- d) an organization other than a partnership, limited liability partnership, joint venture or limited liability company, it is an Insured. Its "executive officers" and directors are also Insureds, but only with respect to their duties as the Named Insured's officers or directors. Its shareholders are also Insureds, but only with respect to their liability as shareholders.

- e) a trust, it is an Insured. Its trustees are also Insureds, but only with respect to their duties as trustees.
2. Solely with respect to the "administration" of "employee benefits programs", each of the following is also an Insured:
- any "employee" of the Named Insured who is assigned to the "administration" of "employee benefits programs";
 - the legal representative of the Insured if he or she dies, but only with respect to duties as such. That representative will have all the Named Insured's rights and duties under this form.
3. Solely with respect to the "administration" of "employee benefits programs", any organization that the Named Insured newly acquires or forms, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which the Named Insured maintains ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- coverage under this provision is afforded only until the ninetieth (90th) day after the Named Insured acquires or forms the organization or the end of the policy period, whichever is earlier;
 - the coverage does not apply to injury that occurred before the organization is acquired or formed.
- 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 on the Declarations Page.

Section III – Supplementary Payments

The Insurer will pay, with respect to any "claim" it investigates or settles:

- all expenses the Insurer incurs;
- the cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance, but the Insurer does not have to furnish these bonds;
- all reasonable expenses the Insured incurs at the Insurer's request to assist the Insurer in the investigation or defense of the "claim", including actual loss of earnings up to two hundred and fifty dollars (\$250) a day because of time off from work;
- any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before the Insurer has 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.

Section IV – Limits of Insurance

- The Limits of Insurance shown on the Declarations Page and the rules below determine the most the Insurer will pay regardless of the number of:
 - Insureds;
 - "claims" made; or
 - persons or organizations making "claims" or bringing "actions".
- The Aggregate Limit shown on the Declarations Page is the most the Insurer will pay for all "losses" resulting from all "claims" made in any one policy period.
- Subject to 2. above, the Each Claim Limit shown on the Declarations Page is the most the Insurer will pay for all "losses" resulting from any one "claim" arising out of any one "wrongful act" covered hereunder.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown on the Declarations Page, unless the policy period is extended after issuance for an additional period of less than twelve (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.

4. Deductible

- The Insurer's obligation applies only to the amount of "loss" in excess of any deductible amount shown on the Declarations Page as applicable.
- The deductible amount applies to each "wrongful act", regardless of the number of "claims" arising out of it.
- The terms of this insurance, including those in respect to:
 - the right and duty of the Insurer to defend; and
 - the duties of the Insured in the event of "wrongful act" or "claim";
 apply irrespective of the application of the deductible amount.
- The Insurer may pay any part or all of the deductible amount to effect settlement of any "claim" and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

Section V – Extended Claims Made and Reporting Period

If the Insurer cancels or refuses to renew this policy for reasons other than non-payment of premium, a "claim" first made against the Insured and first reported to the Insurer during the twelve (12) months following the date of cancellation or, as the case may be, the date of expiry shown on the Declarations Page will be deemed to have been made and reported during this policy period, provided the "claim" is with respect to a "wrongful act" committed before such date of cancellation or expiry.

The extended "claims" made and reporting period as afforded by this Section will be deemed to be part of the last policy period for the application of the Limits of Insurance shown on the Declarations Page and will not reinstate or increase the Limits of Insurance or extend the policy period.

Section VI – Conditions

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of its obligations under this form.

2. Currency

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 the Named Insured and the Insurer concerning the insurance afforded. This policy's terms can only be changed by:

- the first Named Insured shown on the Declarations Page with the Insurer's consent; and
- the Insurer by endorsement in accordance with all Canadian federal, provincial or territorial laws.

4. Duties of the Insured in the Event of Loss, Claim or Action

For a "claim" to be considered first reported to the Insurer:

- The Named Insured must see to it that the Insurer is notified of any "claim" with due diligence but no later than thirty (30) days after the end of the policy period or during the extended period provided for in Section V – Extended Claims Made and Reporting Period. To the extent possible, notice should include:
 - a description of the "claim" and how, when and where the loss took place;
 - the nature of all alleged "wrongful acts" and financial loss; and

- 3) the names of the actual and potential claimants and how the "claim" or the circumstances of the loss first became known to the Insured.
- b) If an "action" is brought against any Insureds, the Named Insured must immediately record the specifics of the "action" and the date received, and notify the Insurer immediately.
- c) The Named Insured and any other involved Insured must:
- 1) immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - 2) authorize the Insurer to obtain records and other information;
 - 3) cooperate with the Insurer in the investigation or settlement of the claim or defense against the "action"; and
 - 4) assist the Insurer, upon its request, in the enforcement of any right against any person or organization which may be liable to the Insured.
- d) No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without the Insurer's consent.

5. Examination of Books and Records

The Insurer may examine and audit the Named Insured's books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

6. Legal Action Against the Insurer

No person or organization has a right under this policy:

- a) to join the Insurer as a party or otherwise bring the Insurer into an "action" to determine the Insured's liability; or
- b) to sue the Insurer on this policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured; but the Insurer will not be liable for "losses" 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 the Insurer, 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.

7. Other Insurance

If other valid and collectible insurance is available to the Insured for a "loss" to which this

insurance applies, the Insurer's obligations are limited as follows:

a) Method of Sharing

Except for "claims" subject to Section V – Extended Claims Made and Reporting Period, the Insurer 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.

b) Excess Insurance

Solely for the purpose of "claims" subject to Section V – Extended Claims Made and Reporting Period, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.

When this insurance is excess, the Insurer will have no duty 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, this Insurer will undertake to do so, but it will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only its share of the amount of the "claim", if any, that exceeds the sum of:

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

The Insurer will share the remaining settlement amount of the "claim", 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 on the Declarations Page of this policy.

8. Premiums

The first Named Insured shown on the Declarations Page:

- a) is responsible for the payment of all premiums; and
- b) will be the payee for any return premiums the Insurer pays.

9. Declarations

By accepting this policy, the Named Insured agrees:

- a) the statements on the Declarations Page are accurate and complete;
- b) those statements are based upon representations the Named Insured made to the Insurer; and
- c) the Insurer has issued this policy in reliance upon the Named Insured's representations.

10. Separation of Insureds

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.

11. Termination

- a) The first Named Insured shown on the Declarations Page may terminate this policy by mailing or delivering to the Insurer advance written notice of termination.
- b) The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 1) five (5) days before the effective date of termination if personally delivered;
 - 2) fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or
 - 3) thirty (30) days before the effective date of termination if the Insurer terminates for any other reason.

Except in Quebec, if notice is mailed, termination takes effect fifteen (15) or thirty (30) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, paragraph 1) of this condition does not apply and termination takes effect either fifteen (15) or thirty (30) days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.

- c) The Insurer will mail or deliver its notice to the first Named Insured's last mailing address known to it.
- d) The policy period will end on the date termination takes effect.
- e) If this policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, 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 the Insurer has not made or offered a refund.

12. Transfer of Rights of Recovery Against Others to the Insurer

If the Insured has rights to recover all or part of any payment from the person responsible for the "wrongful act" the Insurer has made under this policy, those rights are transferred to the Insurer. The Insured must do nothing after the "wrongful act" to impair them. At the Insurer's request, the Insured will bring "action" or transfer those rights to the Insurer and help the Insurer enforce them.

13. Transfer of the Named Insured's Rights and Duties

The Named Insured's rights and duties under this policy may not be transferred without the Insurer's written consent, except in the case of death of a Named Insured who is an individual.

If the Named Insured dies, his or her rights and duties will be transferred to his or her legal representative, but only while acting within the scope of duties as his or her legal representative. Until the Named Insured's legal representative is appointed, anyone having proper temporary custody of his or her property will have his or her rights and duties, but only with respect to that property.

Section VII – Definitions

Wherever used in this form:

- 1) "Abuse" includes, but is not limited to, any act or threat involving molestation, assault, violence, mistreatment, harassment, corporal punishment or any other form of physical, sexual, mental, psychological or emotional abuse.
- 2) "Action" means a civil proceeding alleging "losses" because of a "wrongful act" to which this insurance applies. "Action" includes:
 - a) an arbitration proceeding in which such "losses" are claimed and to which the Insured must submit or does submit with the Insurer's consent; or
 - b) any other alternative dispute resolution proceeding in which such "losses" are claimed and to which the Insured submits with the Insurer's consent.
- 3) "Administration" means:
 - a) providing information and counsel to "employees" or beneficiaries with respect to the "employee benefits programs";
 - b) interpreting the "employee benefits programs";
 - c) handling "employee" records in connection with such programs; or
 - d) registering, admitting or continuing, suspending, terminating or cancelling any "employee's" participation in such programs;

provided such acts are authorized by the Named Insured.
- 4) "Claim" means:
 - a) a verbal or written demand for "losses" arising out of a "wrongful act" to which this insurance applies or the receipt of such demand by the Insured; or
 - b) an "action".
- 5) "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.
- 6) "Employee" includes a "leased worker", a person actively employed, formerly employed, on long-term leave of absence, disabled or retired.
- 7) "Employee benefits programs" means:
 - a) group life, medical, accident, salary or health insurance;
 - b) pension plans;
 - c) investment plans;
 - d) voluntary workers' compensation plan;
 - e) employment, disability or wage loss insurance;
 - f) social security;
 - g) any other plans, programs, combinations, policies or usage, whether written or verbal, formal, capitalized or not, maintained for the benefit of the "employees".
- 8) "Executive officer" means a person holding any of the officer positions created by the charter, constitution, by-laws or any other similar governing document of the Named Insured.
- 9) "Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew 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.
- 10) "Leased worker" means a person leased to the Named Insured by a labour leasing firm under an agreement between the Named Insured and the labour leasing firm, to perform duties related to the activities of the Named Insured.
- 11) "Loss" means any sum that the Insured becomes legally obligated to pay following any judgment, arbitration award or any alternative dispute resolution proceeding the Insurer agrees to, but does not include punitive or exemplary damages or the multiple portion of any multiplied damage award, nor fines and penalties.
- 12) "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 13) "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
- 14) "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.
- 15) "Volunteer worker" means a person who is not an "employee" of the Named Insured and who donates his or her work and acts at the direction of the Named Insured and within the scope of duties determined by the Named Insured, and is not paid a fee, salary or other compensation by the Named Insured or anyone else for their work performed for the Named Insured.
- 16) "Wrongful act" means any error, omission, negligent act, misrepresentation, misleading statement, or any breach of obligation, actually or allegedly committed by an Insured in the "administration" of "employee benefits programs". A "wrongful act" does not include any error or omission voluntarily or intentionally committed by an Insured.

All interrelated "wrongful acts", including "wrongful acts" which are related to the same fact, event, transaction or cause or to the same series of facts, events, causes or transactions shall be considered a single "wrongful act".

Insuring Agreement

Now, therefore, in consideration of the payment of the premium specified and of the statements contained in the Declarations Page and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated

Section A – Third Party Liability

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from

Bodily injury to or the death of any person or damage to property of others not in the care, custody or control of the Insured:

Provided always the Insurer shall not be liable under this policy:

a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or

*b) for any liability imposed upon any person insured by this policy:

- 1) by any workmens' compensation law; or
- 2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

* Not applicable in the Province of Ontario

c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement; or

d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or

e) for any amount in excess of the limit stated in the Declarations Page, and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

Additional Agreements of Insurer

Where indemnity is provided by this policy, the Insurer further agrees:

1) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement or any re-

sulting claims, as may be deemed expedient by the Insurer; and

2) to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and

3) to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and

4) in case the injury be to a person, reimburse any person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and

5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in the Declarations Page; and

6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

Agreements of Insured

Where indemnity is provided by this section, every person insured by this policy

a) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;

b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

General Provisions and Definitions

1. Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives a) in the business of the Insured stated in the Declarations Page, any automobile not owned in whole or in part by or licensed in the name of i) the Insured, or ii) such

additional insured person, or iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

2. Territory

This policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.

3. Hired Automobiles Defined

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in the Declarations Page but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. Automobiles Operated Under Contract Defined

The term "Automobiles Operated under Contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in the Declarations Page where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

5. Two or More Automobiles

When two or more automobiles are insured hereunder the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects to limits of liability under Section A.

6. Premium Adjustment

The Advance Premium stated in the Declarations Page is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured.

The Advance Premium stated in the Declarations Page is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire

amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the Declarations Page, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this policy.

Statutory Conditions

The insurance provided under this coverage is subject to the "Automobile Statutory Conditions" approved by the Superintendent of Insurance for the Province in which this policy is issued and upon request the Company will make available a complete copy of same.

Exclusion – Altering, Installing, Recording or Distribution of Material

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This endorsement applies only if it is shown on the Declarations Page.

This endorsement modifies the policy and is subject to the terms of the Commercial General Liability Insurance form. Except as otherwise provided under this endorsement, all other terms of the policy remain unchanged. It is important to read it carefully.

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN THE FORM TO WHICH THIS ENDORSEMENT IS ATTACHED.

The following exclusion is added to paragraph 2., Exclusions, of Section I – Coverage A – Bodily Injury and Property Damage Liability and paragraph 2., Exclusions, of Section I – Coverage B – Personal and Advertising Injury Liability.

This insurance does not apply to:

"Bodily Injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of the sending of any electronic message, altering of any transmission data, or installing of any computer program, by or on behalf of any Insured, that violates or is alleged to violate:

- 1) any provision of the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act, the Copyright Act, the Patent Act or the Telecommunications Act, including any regulations and any amendment of or addition to such statutes;
- 2) any federal, provincial, territorial or municipal law, statute, ordinance, or regulation, in addition to paragraph 1) above, that addresses, prohibits or limits the printing, dissemination,

disposal, collecting, altering, installing, recording, sending, transmitting, communicating, or distribution of material, information, data, or computer programs; or

- 3) any other federal, provincial, territorial or municipal law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of "action" arising out of the sending of any electronic message, altering of any transmission data, or installing of any computer program, referenced in Paragraphs 1) or 2) above.