

Your Business Insurance Invoice

Renewal Policy



Policy Period 01 Apr 2023 to 01 Apr 2024	Payment Plan One Pay	Due Date 01 Apr 2023	Amount Due \$1,256.04
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intact.ca

Policy Number 5 Y0001036 6798	Broker ID 50332
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Invoice Date
08 Feb 2023

**Have Questions?
Contact Your Broker:**

905 628 2221

BROKERLINK INC.
66 KING STREET WEST
DUNDAS, ONTARIO L9H 1T8
BROKERLINK.CA

RECEPTION.DUNDAS@BROKERLINK.CA

PAWS4FUN AGILITY
PO BOX 1888
KEMPTVILLE ON K0G 1J0

Thank you for trusting Intact with your insurance needs

- ✓ If you do not wish to renew your policy, please return all policy documents to your Broker prior to the due date to prevent a charge.
- ✓ Please ensure payment is received by the due date shown to maintain continued coverage.
- ✓ Did you know that you could lower your premium by opting for a higher deductible?

Your Account Detail

Effective Date	Description	Amount
01 Apr 2023	Renewal Policy	\$1,163.00
	Tax on Insurance Premiums	93.04
	New Balance	\$1,256.04

By keeping sufficient funds available in your account, you avoid being charged a \$40 fee. Please allow 5 business days for us to receive all payments.

Facing an Emergency Situation?

Call: 1 866 464 2424



The support you need.
30 MINUTES. GUARANTEED.

Our Commercial Umbrella coverage offers you added liability protection when you need it most.

▼ Detach here and return the Payment Slip with your payment. ▼

Additional terms and conditions on reverse →



Intact Insurance Company
PO BOX 4254 STN A
TORONTO, ONTARIO
M5W 5S6

Client
PAWS4FUN AGILITY

Policy Number **Broker ID**
5 Y0001036 6798 50332

Payment Slip

One Pay Plan: Amount Due \$1,256.04	Payment Due Date 01 Apr 2023
Additional Payment Options: • Monthly Pay (includes 3% interest) Complete, sign and return the authorization on the back. • Three Pay (Includes a \$35 instalment fee) – Due 01 Apr 2023 \$453.68 – Due 01 Jul 2023 \$418.68 – Due 01 Oct 2023 \$418.68	Amount Being Paid \$ _____
	Online Banking Select Intact Insurance in the payee list of your banking institution, using your policy number as reference.

005Y0001036679804012300001256048

Additional terms and conditions on reverse →

Choose **When** You Pay

Monthly Pay (If Eligible)

- Payments are divided equally and are automatically withdrawn from your bank account.
- You will receive a schedule of your monthly instalments.
- The withdrawal date is the same as your policy effective date, but can be changed to suit your needs.
- You will receive a new schedule if there is a change to your policy.

One Pay

- One annual payment, due at the start of your policy period.

Three Pay (If Eligible)

- Divide your premium, including taxes when applicable, by 3.
 - 1st payment (plus \$35 instalment fee) due at the start of your policy.
 - 2nd payment due 3 months later.*
 - 3rd payment due 6 months later.*
- * We will send you a reminder when your payment is due.
* Post dated cheques are accepted.

Method of Payment

- **Automatic monthly withdrawals from your bank account.**
- **A 3% interest charge applies.**
- **Refer to "Interest and Fees" section below.**

- **EFT automatic withdrawal**
- **Internet and telephone banking through your Financial Institution.**
- **Cheque or money order.**
- **Credit Card One Time Payment.**
- **Credit Card Automatic Payment Visa or Mastercard.**

What if I make **Changes?**

Talk to your Broker about any changes to:

• Your policy

Once the change is processed, you will receive an updated summary of your account, payment dates and new amount due.

• Your bank or chequing account

We need 14 days' notice if your account information changes or you switch to a different bank, trust company or credit union.

Interest and Fees

- An interest rate of 3% of the total premium, which is equivalent to an annual percentage rate of 6.40%, as may be varied by applicable provincial law, endorsements or other policy amendments, is applied in monthly instalments over the term of the policy.
- A \$40 fee is charged due to insufficient or unavailable funds.
- A \$40 fee is charged to reinstate a cancelled policy, if applicable.
- A \$35 instalment fee is charged to the 'Three Pay' plan.

I have authorized **Intact Insurance Company**, or its affiliates, successors, assignees or transferees ("Intact"), to begin automatic deductions for payment of insurance premiums. I have waived the right to receive pre-notification of the amount/timing of the PAD prior to the debit being processed. I may cancel this authorization at any time by providing 10 days notice. I have certain recourse rights if any debit does not comply with this agreement (e.g. right to reimbursement). To obtain more information on my cancellation rights (including a sample cancellation form) and/or my recourse rights, I may contact my financial institution or visit www.cdnpay.ca. I have authorized my broker/insurance company to collect, use and disclose my personal information (PI) provided in this document and as I may otherwise provide, subject to laws and to my broker's/insurance company's policy regarding PI, for the purpose of facilitating the payment of insurance premiums. I have confirmed that all individuals whose PI is contained in this document have consented to the collection, use and disclosure of their PI including, without limitation, for electronic funds transfer, and have authorized me to agree to the above on their behalf.

Personal PAD____ Business PAD____

Apply for Automatic Payments	One Pay <input type="checkbox"/>	Three Pay <input type="checkbox"/>	Monthly Pay <input type="checkbox"/>	Authorization	** One Void Cheque Required **
1. Complete and sign this authorization. 2. Send it to us, along with one void personal cheque.	Name of Bank Account Holder			Signature of Bank Account Holder	
	Name of Bank, Trust Company or Credit Union			Account Number	
	Date	Preferred Withdrawal Date		Policy Number 5 Y0001036 6798	
Paying by Credit Card	<p>To make a credit card payment or to register for automatic credit card payments on One or Three Pay plans, please visit our website www.intact.ca or call your Broker.</p> <p>If you have already registered for automatic credit card payments, then this notice to the policyholder and the credit card holder (collectively, "you"/ "your") is a confirmation of your authorization for registering your credit card for payment of insurance premiums owing under all policy terms and receipt of any refunds to be credited under all policy terms. Payments, including premiums, taxes, interest and all applicable charges, or credits from the policy with Intact Insurance Company under any policy term, will be automatically charged/applied to your credit card. You have the right to discontinue your automatic credit card payments upon fourteen (14) days' notice prior to the next scheduled due date, or your credit card may be charged. Upon fulfilling the cancellation terms of the policy, Intact will discontinue all billing from your credit card.</p>				

*Intact Insurance Company
700 University Avenue, Suite 1500
Toronto, ON M5G 0A1*

Insured name and postal address

Paws4Fun Agility
PO BOX 1888
Kemptville, ON K0G 1J0

Broker 50332

Brokerlink Inc.
66 King Street West Dundas, Ontario
L9H 1T8
Phone No. 905 628 2221

General Information

Intact Insurance Company hereinafter called the Insurer.

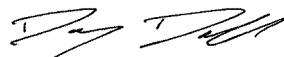
Type of Document	RENEWAL
Policy Period	From April 1, 2023 To April 1, 2024 12:01 A.M. local time at the postal address of the Insured shown above
Insured's Business Operations	Dog Club
Billing Method	Direct Bill

Total Policy Premium **\$1,163**

Save paper, add convenience!
Ask your broker to send your insurance documents electronically.



This policy contains a clause(s) that may limit the amount payable


Senior Vice President, Ontario

In consideration of the Premium stated, the Insurer will indemnify the Insured with the Terms and Conditions of this Policy.

This Policy is issued subject to the Declaration Page(s), Coverage Agreements, Exclusions, Definitions, Conditions, and Limits as well as the Riders, Endorsements or Amendments brought to this Policy which may from time to time be added to form part of this Policy.

Whenever used in the Declaration Page(s) or in the Forms and Endorsements forming part of this insurance contract, the expression "Policy" means this/these Declaration Page(s) and all the Forms, Riders, Endorsements and Amendments brought to this Policy forming part of this insurance contract for each Coverage.

Notwithstanding any contrary provision, the Coverage provided under any Form or Endorsement attached to this Policy does not extend to any other Form or Endorsement, unless such Form or Endorsement specifies that its Coverage extends and applies to this other Form or Endorsement.

In accepting this Policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this Policy, any previous policy stated in the Declaration Page(s) is replaced by this Policy, including all renewals attaching thereto.

CANCELLATION

In consideration of the return premium, if any, this Policy and Renewal (if any) are cancelled and surrendered to the Insurer.

Date of Cancellation (Day, month, year): _____

Reason: _____

Signature: _____
Insured Date

Location 1

Address 106 Edward Scott Road
Mountain, ON K0E 1S0

Occupancy Storage of contents

Coverage	Form	Coinsurance	Deductible	Limit of Insurance
		%	\$	\$
Building and/or Contents - Broad Form Contents Valuation: Replacement Cost	BF02-2	90	1,000	10,767
Construction of Additions, Extensions, Alterations and Repairs	E156-2			

General Liability

Coverage	Form	Deductible \$	Limit of Insurance \$
Commercial General Liability Max	LR20-3		
Coverage A - Bodily Injury and Property Damage Liability - Each Occurrence			2,000,000
Coverage A - Products-Completed Operations - Aggregate			2,000,000
Coverage A - Property Damage Deductible - Each Occurrence		1,000	
Coverage B - Personal Injury and Advertising Injury Liability - Per Person or Organization			2,000,000
Coverage C - Medical Payments - Each Person			50,000
Coverage D - Tenants' Legal Liability - Any One Premises		1,000	500,000
Abuse Exclusion Endorsement	L275-2		
General Aggregate Limit Endorsement	L321-1		5,000,000
Additional Insured - Members	GE0001		

Rating Information(s)

Premises, Property and Operations	Rating Base
Dog Club	Flat premium

Interested Party(ies)

Municipality of North Grenville 285 County Road 44, PO BOX 130 Kemptville ON K0G 1J0	Additional Insured
Friends of the Ferguson Forest 275 County Road 44, Kemptville ON K0G 1J0	Additional Insured

Professional Liability

Coverage	Form	Deductible \$	Limit of Insurance \$
Non-Profit Organization Liability Insurance Policy	D002-3		
A- Insured Person Non-Indemnifiable Liability - Aggregate Limit of Liability			2,000,000
B- Insured Person Indemnifiable Liability: Aggregate Limit of Liability		1,000	2,000,000
C- Insured Organization Liability: Aggregate Limit of Liability		1,000	2,000,000
Employment Practices Wrongful Act: Aggregate Limit of Liability		1,000	2,000,000
Fiduciary Wrongful Act: Aggregate Limit of Liability		1,000	2,000,000
Total Aggregate Limit of Liability per Policy Period			2,000,000
Abuse Exclusion	D150-2		

Professional Services Dog Club

Additional Conditions

	Form
Declaration of Emergency Endorsement	2485-1
Virus and Bacteria Exclusion Endorsement	E199-1
Cyber Incident Exclusion Endorsement	E201-1
General Conditions	G011-5



Emergency number

If you have a serious loss after regular business hours,
please call:

1 866 464 2424

Additional Insured - Members

This endorsement modifies insurance provided under the following: Commercial General Liability (LR02)

Section II - Who is an insured - is amended to include as Additional Insured any person who is a member of the Named Insured, but only with respect to the conduct of the Named Insured's business. However, none of these members is an Insured for:

(1) "Bodily injury", "personal injury" or "advertising injury":

(a) To the Named Insured, the Named Insured's partners or members (if the Named Insured is a partnership, limited liability partnership or joint venture), to the Named Insured's members (if the Named Insured is a limited liability company), to a co-"employee" but only with respect to acts performed on behalf of the Named Insured, or to the Named Insured's other "volunteer workers" but only with respect to acts performed on behalf of the Named Insured except with respect to "incidental medical malpractice injury";

(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 or occupied by; or

(b) Rented to or loaned to:

i. that "employee" or "volunteer worker"; or

ii. any other "employee" or "volunteer worker" of the Named Insured; or

iii. any of the Named Insured's partners or members (if the Named Insured is a partnership, limited liability partnership or joint venture); or

iv. any manager (if the Named Insured is a limited liability company).

but part (b)(ii) of this exclusion does not apply to any coverage provided under any Tenants' Legal Liability Coverage.

Except as otherwise provided in this endorsement, all terms and conditions of this policy shall remain unchanged.

NOTICE TO INSURED

TRADE AND ECONOMIC SANCTIONS CONDITION ALL COVERAGE FORMS

Hello,

We are committed to offering exceptional customer experience and insurance solutions. Important changes have been made to your policy, including the addition or modification of the Trade and Economic Sanctions Condition.

With the **Trade and Economic Sanctions Condition**, coverage, liability, indemnity payment and other benefits may not be provided under your policy if, and to the extent that, doing so would breach applicable trade and economic sanctions requirements.

This condition was added or modified by endorsement, or is embedded within the general conditions, conditions, or additional conditions of your policy.

This letter is only a summary of the changes to your coverage. Please refer to your insurance policy which provides the full details of your coverage, including a full list of conditions and exclusions.

If you have questions about your policy or these changes, please contact your broker at Brokerlink Inc.. Thank you for choosing Intact Insurance.

Sincerely,

The Intact Insurance Team

This information is provided for information purposes only. Your insurance contract always prevails. Please consult it for a complete description of coverage and exclusions. © Intact Insurance Design is a registered trademark of Intact Financial Corporation, used under license. © 2022 Intact Insurance Company. All rights reserved.

DECLARATION OF EMERGENCY ENDORSEMENT - EXTENSION OF TERMINATION OR EXPIRY DATE

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The "emergency" must have a direct effect or impact on:
 - i) the Insured, the insured site or insured property located in the declared emergency area; or
 - ii) the operations of the Insurer or its agent/broker located in the declared emergency area.
2.
 - A. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - i) 30 days; or
 - ii) the number of days equal to the total time the "emergency" order was in effect.
 - B. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - i) 30 days; or
 - ii) the number of days equal to the total time the "emergency" order was in effect.
3. In no event shall the total term of this extension exceed 120 consecutive days

The Insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

"Emergency" means the first statutory declaration of an emergency:

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a), but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

All other terms and conditions of the Policy to which this endorsement applies remain unchanged.

PROPERTY COVERAGE

BUILDING AND/OR CONTENTS – BROAD FORM

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Certain words and phrases in bold font have special meaning as defined in the DEFINITIONS Section.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

INDEMNITY AGREEMENT

1. In the event that any of the insured property is lost or damaged during the policy period by an insured peril, the Insurer will indemnify the Insured against the direct loss or damage so caused to an amount not exceeding whichever is the least of:
 - 1.1. the value of the lost or damaged property as determined in SPECIAL PROVISIONS - Item 5. – Basis of Valuation, or if the Declaration Page(s) specifies that this policy is endorsed with a Form that contains a Replacement Cost clause applicable to this Form, by the valuation determined in the replacement cost clause;
 - 1.2. the interest of the Insured in the property;
 - 1.3. the amount of insurance specified on the Declaration Page(s) for the lost or damaged property.The inclusion of more than one person or interest shall not increase the Insurer's liability.

2. INSURED PROPERTY

This Form insures those of the following items for which an amount of insurance is specified on the Declaration Page(s), and only while at the **premises**:

Building

Equipment

Stock

Contents

Property of Every Description

3. INSURED PERILS

This Form, except as otherwise provided, insures against all risks of direct physical loss of or damage to the insured property.

EXCLUSIONS

1. EXCLUDED PROPERTY

This Form does not insure loss of or damage to:

1.1. Sewers, Drains, Watermains

sewers, drains or **watermains** located beyond the Insured's property lines at the location(s) described in the Declaration Page(s). This exclusion does not apply to loss or damage caused directly by **Named Perils**;

Sewers drains or **watermains** located within the property lines described above shall only be covered if the Insured owns or is legally liable for loss or damage to such property;

1.2. Vacancy

property at locations which, to the knowledge of the Insured, are vacant, unoccupied or shut down for more than 30 consecutive days;

With regards to Condominium vacancy, refer to Item 8. Special Provisions applicable to Condominiums of the SPECIAL PROVISIONS;

1.3. Electrical Devices, Appliances or Wiring

electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion;

1.4. Growing Plants, Trees, Shrubs or Flowers

growing plants, trees, shrubs or flowers, all while outside the **building**, except as provided in Extension of Coverage 5. Growing Plants, Trees, Shrubs or Flowers Outside the Building;

1.5. Animals, Fish or Birds

animals, fish or birds. This exclusion does not apply to loss or damage caused directly by **Named Perils** or by theft or attempted theft;

1.6. Money, Precious Metals and Securities

money, digital currency, **cash cards**, bullion, platinum, precious metals and alloys, securities, stamps, tickets (except lottery tickets) and tokens, or evidence of debt or title;

1.7. Automobiles, Watercraft and Aircraft

automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property. This exclusion does not apply to:

1.7.1. watercraft or amphibious or air cushion vehicles held for sale;

1.7.2. unmanned air vehicles held for sale, while not airborne;

1.7.3. unlicensed automobiles or unlicensed trailers used in the business of the Insured when on the **premises**;

1.8. Furs and Jewellery

furs, fur garments, jewels, jewellery and precious stones;

This exclusion does not apply to:

1.8.1. loss or damage caused directly by **Named Perils**; or

1.8.2. the first \$5,000 of any loss otherwise insured;

1.9. Property Covered under Marine Insurance

Property that is insured under the terms of any marine insurance;

1.10. **Property Loaned, Rented or Leased**

property from the time of leaving the Insured's custody, if it is:

1.10.1. loaned, rented or leased to others; or

1.10.2. sold by the Insured under conditional sale or installment payment or other deferred payment plan;

This exclusion (1.10.) does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at the risk of the Insured;

1.11. **Property Illegally Acquired**

property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;

1.12. **Pressure Vessels and Boilers**

1.12.1. any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;

1.12.2. any boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);

caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use;

This exclusion (1.12.) does not apply to:

1.12.3. manually portable gas cylinders;

1.12.4. explosion of natural, coal or manufactured gas;

1.12.5. explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;

2. EXCLUDED PERILS

This Form does not insure against increased costs, and loss or damage caused directly or indirectly:

2.1. **Earthquake**

in whole or in part by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or **leakage from fire protective equipment**;

This exclusion does not apply to property in transit, provided such coverage is afforded by endorsement attached to this Form;

2.2. **Flood**

in whole or in part by flood, including "surface water", waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or **leakage from fire protective equipment**;

This exclusion does not apply to property in transit, provided such coverage is afforded by endorsement attached to this Form, or to loss or damage caused directly by leakage from a **watermain**;

2.3. **Other Water Damage**

2.3.1. by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently and directly caused by an insured peril not otherwise excluded in this Form;

2.3.2. by the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located, unless concurrently and directly caused by an insured peril not otherwise excluded in this Form;

2.3.3. by the entrance of rain, sleet or snow through doors, windows, skylights, or other similar wall or roof openings, unless through an aperture concurrently and directly caused by an insured peril not otherwise excluded in this Form;

2.4. **Centrifugal Force, Breakdown**

by centrifugal force, mechanical or electrical breakdown or derangement, in or on the **premises**. This exclusion does not apply to loss or damage caused directly by resultant fire;

2.5. **Atmospheric, Temperature Change, Service Interruption or other Damage**

2.5.1. by dampness or dryness of atmosphere;

2.5.2. by changes in or extremes of temperature, heating or freezing;

2.5.3. by total or partial interruption to the supply of electricity, water, gas or steam;

2.5.4. by shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;

2.5.5. by contamination;

2.5.6. by marring, scratching or crushing.

This exclusion (2.5.) does not apply to loss or damage caused directly by:

2.5.7. **Named Perils**;

2.5.8. rupture of pipes;

2.5.9. breakage of apparatus not excluded under paragraph 1.12. of this Form;

2.5.10. theft or attempted theft;

2.5.11. an accident to a transporting conveyance provided such coverage is afforded by endorsement attached to this Form;

2.5.12. damage to pipes caused directly by freezing unless such pipes are excluded in paragraph 1.12. of this Form;

2.6. **Rodents, Insects or Vermin**

by rodents, insects or vermin. This exclusion does not apply to loss or damage caused directly by an insured peril not otherwise excluded in this Form;

2.7. **Delay**

by delay, loss of market, or loss of use or occupancy;

2.8. **War**

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

2.9. **Nuclear**

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

2.9.2. by contamination by radioactive material;

- 2.10. **Dishonest or Criminal Act**
- 2.10.1. by any dishonest or criminal act committed by the Insured or any agent of the Insured, acting alone or in collusion with others(except bailees for hire);
- 2.10.2. by theft or attempted theft committed by any employee of the Insured, acting alone or in collusion with others;
- 2.10.3. by any dishonest or criminal act committed by anyone, except as stated in 2.10.2., when the Insured or any agent of the Insured knew or ought to have known prior to the loss or damage, of the dishonest or criminal act;
- 2.11. **Snowslide or Landslide**
by snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to property in transit (provided such coverage is afforded by endorsement attached to the present Form), or to loss or damage caused directly by resultant fire, explosion, smoke or **leakage from fire protective equipment**;
- 2.12. **Loss or Damage caused by Pressure Vessels, Boilers**
by explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured:
- 2.12.1. the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
- 2.12.2. piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
- 2.12.3. other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;
- 2.12.4. moving or rotating machinery or its parts;
- 2.12.5. any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other insured property that has been damaged by such explosion;
- 2.12.6. gas turbines;
- This exclusion (2.12.) does not apply to loss or damage caused by resultant fire;
- 2.13. **Settling, Expansion, Shifting or Cracking**
by settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to loss or damage caused directly and concurrently by an insured peril not otherwise excluded in this Form;
- 2.14. **By-Laws**
proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;
- 2.15. **Pollution**
- 2.15.1. by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, nor the cost or expense of any resulting **clean up**;
- This exclusion does not apply:**
- 2.15.1.1. if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** is directly caused by an insured peril not otherwise excluded in this Form; or
- 2.15.1.2. to loss or damage caused directly by a resultant insured peril not otherwise excluded in this Form;
- 2.15.2. cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**;
- 2.16. **Data Exclusion:**
- 2.16.1. This Form does not insure **data**;
- 2.16.2. This Form does not insure loss or damage caused directly or indirectly by a **data problem**;
- Paragraph 2.16.2. does not apply to loss or damage caused directly by resultant fire, explosion of natural, coal or manufactured gas, smoke, **leakage from fire protective equipment** or water damage caused by bursting of frozen pipes and tanks;
- 2.17. **Terrorism**
in whole or in part, by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**;
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
- If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect;
- 2.18. **Fungi and Spores**
This Form does not insure:
- 2.18.1. loss or damage consisting of or caused directly or indirectly, in whole or in part, by any **fungi** or **spores**, unless such **fungi** or **spores** are directly caused by an insured peril not otherwise excluded by this Form;
- 2.18.2. the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**;
- 2.19. **Wear and Tear, Defects**
- 2.19.1. by wear and tear;
- 2.19.2. by rust or corrosion;
- 2.19.3. by gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- This exclusion (2.19.) does not apply to loss or damage caused directly by an insured peril not otherwise excluded in this Form;
- 2.20. **Faulty or Improper Material, Workmanship, Design**
the cost of making good:
- 2.20.1. faulty or improper material;
- 2.20.2. faulty or improper workmanship;
- 2.20.3. faulty or improper design;
- This exclusion (2.20.) does not apply to loss or damage caused directly by an insured peril not otherwise excluded in this Form;

2.21. **Disappearance**

2.21.1. by mysterious disappearance;

2.21.2. by shortage of **equipment** or **stock** disclosed on taking inventory;

EXTENSIONS OF COVERAGE

The following extensions of coverage shall not increase the amounts of insurance applying under this Form and are subject to all the conditions of this Form.

1. REMOVAL

If any of the insured property is necessarily removed from the **premises** to prevent loss of or damage to or further loss of or damage to such property, that part of the insurance under this Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 30 days only, or for the unexpired term of the policy if less than 30 days, insure the property removed and any property remaining at the **premises** in the proportions which the value of the property in each of the locations bears to the value of the property in them all.

2. DEBRIS REMOVAL

2.1. Debris Removal:

The Insurer will indemnify the Insured for expenses incurred in the removal from the **premises** of debris of the insured property, occasioned by loss of or damage to such property, for which loss or damage insurance is afforded under this Form.

2.2. Removal of Windstorm Debris:

The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Form but which has been blown by windstorm upon the **premises**.

Extensions of coverage 2.1. and 2.2. do not apply to costs or expenses:

2.3. to **clean up pollutants** from land or water; or

2.4. for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

Debris removal expense shall not be considered in the calculation of the value as determined in item 5. – Basis of Valuation, for the purpose of applying co-insurance.

3. PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES

At the option of the Insured, **equipment** also includes personal property of officers and employees of the Insured. The insurance on such property:

3.1. shall not attach if it is insured by the owner, unless the Insured is obliged to insure it or is liable for its loss or damage.

3.2. shall apply only to loss or damage occurring at the **premises** or at a newly acquired location by the Insured.

4. BUILDING DAMAGE BY THEFT

This Form is extended to insure damage (except by fire) to that part of a **building** occupied by the Insured directly resulting from theft or attempted theft and from vandalism or **malicious acts** committed on the same occasion, provided the Insured is not the owner of such **building** and is legally liable for such damage and the **building** is not otherwise insured under this Form.

This Extension of coverage shall be limited to a maximum recovery of \$2,500 for any one occurrence.

5. GROWING PLANTS, TREES, SHRUBS OR FLOWERS OUTSIDE THE BUILDING

This Form is extended to insure loss of or damage to growing plants, trees, shrubs or flowers outside the **building** caused directly by **Named Perils** (with the exception of windstorm or hail), or from theft or attempted theft.

This Extension of coverage shall be limited to a maximum recovery, including debris removal expense, of \$500 for each growing plant, tree, shrub or flower.

6. NEWLY ACQUIRED LOCATION

Subject to a limit of \$250,000 on **buildings** and \$100,000 on **contents**, this insurance shall cover property at any newly acquired location in Canada or the continental United States of America that is owned, rented or controlled by the Insured and occupied by the Insured for the purposes stated in the Declaration Page(s).

This coverage attaches at the time of the acquisition and extends for a period of 30 days, or to the date of endorsement of this Form adding such location, or until the expiry date of this policy, whichever occurs first.

SPECIAL PROVISIONS

1. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by an insured peril exceeds the amount of the deductible specified in the Declaration Page(s) in any one occurrence.

Should any occurrence give rise to the application of more than one deductible amount for any one **premises**, only the highest deductible will be applied.

2. CO-INSURANCE

This clause applies separately to each item for which a co-insurance percentage is specified in the Declaration Page(s) and only where the amount of loss or damage exceeds \$50,000.

The Insured shall maintain insurance concurrent with this Form on the insured property to the extent of at least the amount produced by multiplying the value of the property as defined under Item 5. – Basis of Valuation of the SPECIAL PROVISIONS by the co-insurance percentage specified on the Declaration Page(s). If the Insured fails to do so, the Insured shall be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

Value of the Property: For the purpose of applying this paragraph 2. Co-insurance, the value of the property is determined by Item 5.– Basis of Valuation of the SPECIAL PROVISIONS. However, if the Declaration Page(s) specifies that this policy is endorsed with a Form that contains a Replacement Cost clause applicable to this Form, then for the purpose of applying this paragraph 2. Co-insurance, the Replacement Cost clause will establish the value of the property to which the Replacement Cost Clause applies, and Item 5.– Basis of Valuation, will be of no force or effect with respect to that valuation.

3. PROPERTY PROTECTION SYSTEMS

It is a condition of this insurance that the Insured shall immediately notify the Insurer of any interruption to, or flaw or defect, coming to the knowledge of the Insured, in any:

3.1. sprinkler or other fire extinguishing system; or

3.2. fire detection system; or

3.3. intrusion detection system;

and shall also immediately notify the Insurer of the cancellation or non-renewal of any contract which provides monitoring or maintenance services to any of these systems or of the notification of the suspension of police service in response to any of these systems.

4. PREMIUM ADJUSTMENT

This clause is applicable if a specific amount of insurance is shown on the Declaration Page(s) for **stock**.

If, within six (6) months after the expiry or anniversary date of each policy period, the Insured shall file with the Insurer a Premium Adjustment Application Form showing, for the policy period, the value of the **stock** on the last day of each month at each **premises** as commented upon by the Insured's Accountant, the actual premium for the policy period shall then be calculated at the rate applying to each **premises** for the average amount of the total values declared. If the premium paid by the Insured for such **stock** exceeds the actual premium thus calculated, the Insurer shall refund to the Insured any excess paid, subject to a maximum refund of 50% of the premium paid. In the event of any monthly declared values being in excess of the amount of insurance, the amount of the excess shall not be included in the premium adjustment calculations.

5. BASIS OF VALUATION

The value of the insured property shall be determined as follows:

- 5.1. **unsold stock:** the actual cash value of the property at the time and place of loss or damage, but in no event to exceed what it would cost to repair or replace with material of like kind and quality;
- 5.2. **sold stock:** the selling price after allowance for discounts;
- 5.3. the property of others in the custody or control of the Insured for the purpose of performing work upon it: the amount for which the Insured is liable, but not exceeding the actual cash value at the time and place of loss or damage plus allowance for labour and materials expended to such time;
- 5.4. tenant's improvements:
 - 5.4.1. if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended, but not exceeding the actual cash value of the tenant's improvements at the time and place of loss or damage;
 - 5.4.2. if not repaired or replaced with due diligence and dispatch, that portion of the original cost of the lost or damaged tenant's improvements which the unexpired term of the lease at the time of loss or damage bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease.
- 5.5. business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs):
 - 5.5.1. the cost of blank materials for reproducing the records; and
 - 5.5.2. the costs of labour to transcribe or copy the records when there is a duplicate.
- 5.6. all other insured property under this Form and for which no more specific conditions have been set out: the actual cash value at the time and place of loss or damage, but not exceeding what it would then cost to repair or replace with material of like kind and quality.

Actual Cash Value: Various factors shall be considered in the determination of actual cash value. The factors to be considered shall include, but not be limited to, replacement cost less any depreciation and market value. In determining depreciation, consideration shall be given to the condition of the property immediately before the damage, the resale value, the normal life expectancy of the property and obsolescence.

6. LIBERALISATION CLAUSE

If, during the policy period, the Insurer introduces any broadening of the coverage for this Form or its replacement, for which no additional premium is charged, then the broadened coverage shall apply to the benefit of the Insured from the introduction date of the broadened coverage.

7. INFLATION PROTECTION

- 7.1. The amount of insurance shown in the Declaration Page(s) for the Buildings and/or Contents will automatically be increased as determined by the Insurer, based on available inflation data.
- 7.2. On renewal or anniversary date, the amounts of insurance will be automatically increased accordingly and the premium adjusted.

8. SPECIAL PROVISIONS APPLICABLE TO CONDOMINIUMS

8.1. Property Insured

This Form insures the **buildings** and **contents** as described in the Declaration Page(s).

8.2. Additional Exclusions

This Form does not insure loss or damage to:

- 8.2.1. **buildings** or **contents**, if all **units**, are to the knowledge of the **Condominium Corporation** vacant or unoccupied for more than 30 consecutive days;
- 8.2.2. property belonging to the owners of individual **units**;
- 8.2.3. improvements and betterments to individual **units** made or acquired by the owners of such **units**;

8.3. Loss Adjustment

Applicable to Québec policies

Loss adjustment (in accordance with the terms of article 1075 of the Civil Code of Quebec)

The indemnity owing to the syndicate following a substantial loss is, notwithstanding article 2494, paid to the trustee appointed in the constituting act of co-ownership or, where none has been appointed, designated by the syndicate.

Applicable to policies for provinces and territories other than Québec

The **Condominium Corporation** has the exclusive right to adjust any loss with the Insurer, and the owner of a damaged **unit** is bound by such adjustment, provided, however, that the said **Condominium Corporation**, may in writing authorize an owner to adjust any loss to his **unit** with the Insurer.

DEFINITIONS

Wherever used in this Form:

1. BUILDING means:

- 1.1. the building(s) described in the Declaration Page(s) and includes:
 - 1.1.1. fixed structures pertaining to the **building(s)** and located on the **premises**. Such structures include, but are not limited to, antennae and their wiring, fencing, signs, lighting, wind turbines, solar panels and satellite dishes;
 - 1.1.2. additions and extensions communicating and in contact with the **building(s)**;
 - 1.1.3. permanent fittings and fixtures attached to and forming part of the **building(s)**;
 - 1.1.4. materials, equipment and supplies on the **premises** for maintenance of, and normal repairs and minor alterations to the **building(s)** or for building services.
 - 1.1.5. trees, shrubs and growing plants or flowers inside the **building(s)** used for decorative purposes;

- 1.1.6. At the option of the Insured, and only for a **building** occupied as rented private residences:
- 1.1.6.1. landlord's permanent fittings and fixtures, excluding furniture and furnishings in furnished suites or apartments;
 - 1.1.6.2. cooking, cooling, dishwashing, heating and refrigerating apparatus in suites and apartments;
 - 1.1.6.3. electrical and lighting fixtures;
 - 1.1.6.4. awnings, blinds, screen doors, screens and shutters.
- 1.2. With regards to condominiums, those parts of the common property or common elements and the units as defined in the provincial or territorial legislation or in the registered documents of the **Condominium Corporation**.
2. **CASH CARDS** means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.
3. **CLEAN UP** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of **pollutants**, including testing which is integral to any of these processes.
4. **CONDOMINIUM CORPORATION** means a Corporation constituted under provincial legislation 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.
5. **CONTENTS** means **equipment** and **stock**.
6. **DATA** means representations of information or concepts, in any form.
7. **DATA PROBLEM** means:
- 7.1. erasure, destruction, corruption, misappropriation, misinterpretation of **data**;
 - 7.2. error in creating, amending, entering, deleting or using **data**; or
 - 7.3. inability to receive, transmit or use **data**.
8. **EQUIPMENT** means:
- 8.1. generally all contents usual to the Insured's business, including furniture, furnishings, fittings, fixtures, machinery, tools, utensils, signs and appliances, other than **building or stock**;
 - 8.2. similar property belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable;
 - 8.3. tenant's improvements, which are defined as **building** improvements, alterations and betterments made at the expense of the Insured to a building occupied by the Insured and which are not otherwise insured, provided the Insured is not the owner of such **building**. If the Insured purchased the use interest in tenant's improvements made by a predecessor tenant, this Form applies as though such tenant's improvements had been made at the expense of the Insured
 - 8.4. glass or other equipment for which the Insured has assumed responsibility in a contract for a lease of premises.
9. **FIRE PROTECTIVE EQUIPMENT** includes tanks, **watermains**, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
- 9.1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - 9.2. any **watermains** or appurtenances located outside of the **premises** and forming a part of the public water distribution system;
 - 9.3. any pond or reservoir in which the water is impounded by a dam.
10. **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.
11. **LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT** means:
- 11.1. the leakage or discharge of water or other substances from;
 - 11.2. the collapse of;
 - 11.3. the rupture due to freezing of;
- fire protective equipment** for the **premises** or for adjoining structures.
12. **MALICIOUS ACTS** means all acts of a malicious nature, except theft or attempted theft.
13. **NAMED PERILS** means:
- 13.1. fire or lightning;
 - 13.2. explosion;
 - 13.3. impact by aircraft, spacecraft or land vehicle (including articles dropped from them);
 - 13.4. **riot**, vandalism and **malicious acts**;
 - 13.5. smoke;
 - 13.6. **leakage from fire protective equipment**;
 - 13.7. windstorm or hail,
- provided such perils are not otherwise excluded in EXCLUSIONS – Item 2. (Excluded Perils) of this Form.
14. **POLLUTANTS** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
15. **PREMISES** means:
- 15.1. the entire area within the property lines at the location(s) described in the Declaration Page(s) or at any newly acquired location, including:
 - 15.1.1. areas under adjoining sidewalks and driveways;
 - 15.1.2. in or on vehicles within 100 metres (328 feet) of such property lines described in 15.1.;
 - 15.2. in the open within 305 metres (1000 feet) of such property lines described in 15.1.
16. **PROPERTY OF EVERY DESCRIPTION** means **building, equipment** and **stock**.
17. **RIOT** includes open assemblies of strikers inside or outside the **premises** who have quit work and of locked-out employees.
18. **SPORES** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any **fungi**.

19. STOCK means:

- 19.1. merchandise of every description usual to the Insured's business;
- 19.2. packing, wrapping and advertising materials;
- 19.3. similar property belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable;

20. SURFACE WATER means water or natural precipitation temporarily diffused over the surface of the ground.

21. 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.

22. UNIT means the unit as defined in the declaration, description or bylaws of the **Condominium Corporation** or provincial or territorial legislation relating to condominiums or divided co-ownership. It refers to a strata lot in British Columbia and to a private portion in Quebec.

23. WATERMAIN means piping of a public potable water distribution system exclusively

NON-PROFIT ORGANIZATION

LIABILITY INSURANCE POLICY

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IMPORTANT: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OFFERED UNDER THIS INSURANCE POLICY APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. PLEASE READ YOUR POLICY CAREFULLY.

Please read this form carefully to determine rights, duties, coverage and limitations.

Words and phrases in bold in this Policy have special meaning as defined in PART 9 – DEFINITIONS.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the Insurer shown in the Declarations (hereinafter called the "Insurer") including the statements made in the **Application** and its attachments which form part of this Policy, and subject to all the terms, conditions and limitations of this Policy, the Insurer agrees as follows:

PART 1 – INSURING AGREEMENTS

A – INSURED PERSON NON-INDEMNIFIABLE LIABILITY

The Insurer agrees to pay on behalf of the **Insured Person** all **Loss** for which the **Insured Person** are not indemnified by the **Insured Organization** and shall become legally obligated to pay on account of a **Claim** first made against them during the **Policy Period** because of a **Wrongful Act**.

B – INSURED PERSON INDEMNIFIABLE LIABILITY

The Insurer agrees to pay on behalf of the **Insured Organization** all **Loss** which the **Insured Person** shall become legally obligated to pay on account of a **Claim** first made against them during the **Policy Period** because of a **Wrongful Act** and for which the **Insured Organization** provided indemnification.

C – INSURED ORGANIZATION LIABILITY

The Insurer agrees to pay on behalf of the **Insured Organization** all **Loss** for which the **Insured Organization** shall become legally obligated to pay on account of a **Claim** first made against them during the **Policy Period** because of a **Wrongful Act**.

PART 2 – EXTENSIONS OF COVERAGE

With the exception for Extension 1. **DEDICATED ADDITIONAL LIMIT OF LIABILITY FOR INSURED PERSON**, the following extensions are part of and included in the Aggregate Limit per **Policy Period**:

1. DEDICATED ADDITIONAL LIMIT OF LIABILITY FOR INSURED PERSON

The Insurer agrees to pay on behalf of the **Insured Person** all **Loss** for which an **Insured Person** shall become legally obligated to pay on account of a **Claim** first made against them during the **Policy Period** because of a **Wrongful Act** and provided such **Claim**:

- 1.1. is not indemnified by the **Insured Organization** or an **Outside Organization**; and
- 1.2. the current Policy's applicable Aggregate Limit per **Policy Period** is exhausted; and
- 1.3. any other valid insurance, including excess policies, is also exhausted.

The maximum Limit of Liability provided under this extension shall not exceed \$1,000,000 per **Policy Period**.

2. SPOUSE, DOMESTIC PARTNER AND ESTATE

The Insurer agrees to pay on behalf of the persons named hereinafter all **Loss** for which such person shall become obligated to pay on account of any **Claim** first made against them during the **Policy Period** because of an **Insured Person's Wrongful Act** where damages are being sought from:

- 2.1. the lawful spouse or domestic partner of such **Insured Person**, through the recovery from jointly held property or property transferred by the **Insured Person** to such person; or
- 2.2. the estate, heirs, legal representatives or assignees of such **Insured Person** who is deceased or who has become legally incompetent, insolvent or bankrupt; provided that no coverage under this extension shall apply with respect to any **Wrongful Act** committed by such persons.

3. RETIRED EXECUTIVES

The Insurer agrees that, in the event an **Executive** of the **Insured Organization** retires and no longer serves in their capacity as such during the **Policy Period**, the coverage provided by **Insuring Agreement A – Insured Person Non-Indemnifiable Liability** shall be automatically extended for a maximum period of six (6) years from the official retirement date for any **Claim** against such **Executive** based on **Wrongful Acts** committed prior to the official retirement date. However, no coverage shall be provided by this automatic extension if either a replacement policy or **Extended Reporting Period** is obtained by the **Insured Organization** and in force during this period or if such retirement is due to or occurs during a Change in Control as outlined in Section 5. of **PART 8 – GENERAL CONDITIONS**.

4. WORKPLACE VIOLENCE EXPENSES

The Insurer agrees to reimburse the **Insured Organization** for **Workplace Violence Expenses** incurred by the **Insured Organization** during the **Policy Period**, resulting from any **Workplace Violence Incident** in an amount not to exceed \$250,000 per **Policy Period**.

5. CRISIS CONSULTING EXPENSES

The Insurer agrees to pay on behalf of the **Insured Organization** for **Crisis Consulting Expenses** incurred as a direct result of a **Claim** covered under this policy, in an amount not to exceed \$100,000 per **Policy Period**.

6. DERIVATIVE DEMAND EVALUATION EXPENSES

The Insurer agrees to pay on behalf of the **Insured Organization** for **Derivative Demand Evaluation Expenses** incurred on account of any derivative action first commenced during the **Policy Period**, alleging a **Wrongful Act** by an **Insured Person**. The Insurer shall pay such **Derivative Demand Evaluation Expenses** if prior written consent is given by the Insurer and in an amount not to exceed \$500,000 per **Policy Period**.

7. OUTSIDE DIRECTORSHIP LIABILITY

The Insurer agrees to pay on behalf of the **Insured** all **Loss** which the **Outside Organization Executive** shall become legally obligated to pay on account of a **Claim** first made against them during the **Policy Period** because of a **Wrongful Act**.

PART 3 – EXTENDED REPORTING PERIOD

In the event this Policy is cancelled, non-renewed or terminated for any reason (including a Change in Control as set forth in Section 5. of **PART 8 – GENERAL CONDITIONS**) other than non-payment of a premium, the **Insured** shall have the right to an extension of the coverage granted by this Policy (but shall not include any **Expense Coverage**) for a period selected in the options below, with respect to any **Claim** first made against them during this **Extended Reporting Period**, but only with respect to any **Wrongful Act** committed prior to the effective date of termination of this Policy.

The additional premium for the **Extended Reporting Period** shall be calculated at a percentage of the last annual premium, according to the options as follows:

1. 50% for an **Extended Reporting Period** of 1 year;
2. 125% for an **Extended Reporting Period** of 3 years;
3. 150% for an **Extended Reporting Period** of 6 years;

The right to purchase the **Extended Reporting Period** shall lapse unless written notice together with payment of the additional premium (including any applicable taxes) is given by the **Insured** to the Insurer within sixty (60) days after the effective date of termination of this Policy. Such additional premium shall be fully earned at the issuance of the **Extended Reporting Period** endorsement.

The **Extended Reporting Period** is not intended, nor shall be construed to increase the Aggregate Limit per **Policy Period**.

PART 4 – EXCLUSIONS

This Policy does not apply to:

1. PRIOR NOTICE

A **Claim Based Upon** any fact, situation, circumstance or event prior to the effective date of this Policy which has been the subject of any written notice accepted under any Policy of which this Policy is a direct or indirect renewal or replacement.

2. PRIOR OR PENDING PROCEEDINGS

A **Claim Based Upon** any civil, criminal, administrative or regulatory demand, suit, pending proceeding or investigation which the **Insured** has been given notice and was commenced, or order, decree, judgment or settlement pending on or prior to the **Prior and Pending Proceedings Date** or derived from, arising out of or resulting from or alleging the same or similar facts as those alleged in such pending or prior litigation.

3. PERSONAL CONDUCT

A **Claim Based Upon**:

- 3.1. intentional dishonest, fraudulent or criminal acts of any **Insured**;
- 3.2. any **Insured** gaining in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled; or
- 3.3. the return of any remuneration paid to any **Insured Person** by the **Insured Organization**, if such remuneration was illegally paid.

However, this exclusion shall not apply until a final judgement or non-appealable adjudication establishes that such **Insured** (other than a declaratory proceeding or action brought by or against the Insurer) committed any such above noted acts in an underlying proceeding.

4. INSURED ORGANIZATION VS. INSURED PERSON

A **Claim** which is brought against an **Insured Person**, made directly or indirectly by or on behalf of the **Insured Organization**.

However, this exclusion does not apply to a **Claim**:

- 4.1. that is a derivative action brought without the solicitation, assistance or active participation of any **Insured** or with the solicitation, assistance or active participation of an **Insured Person** that benefits from "whistleblower" legal protection;
- 4.2. against an **Insured Person** that is brought or maintained by a trustee in Bankruptcy, liquidator, receiver or receiver-manager as defined in the *Bankruptcy and Insolvency Act*, R.S. 1985, c. B-3, in the *United States Bankruptcy Code* or in any similar federal, provincial, state, territorial or local legislation or any similar legislation of another country who has been appointed in relation to the financial affairs of the **Insured Organization**; or
- 4.3. against an **Insured Person** who was not serving the **Insured Organization** in such duties on the date a **Claim** is first made and where such **Claim** is brought without the solicitation, assistance or active participation of an **Insured Person**.
- 4.4. **Defence Costs**.

5. OUTSIDE ORGANIZATION VS. OUTSIDE ORGANIZATION EXECUTIVE

A **Claim** which is brought against an **Outside Organization Executive**, made directly or indirectly by or on behalf of the **Outside Organization**.

However, this exclusion does not apply to a **Claim**:

- 5.1. made directly or indirectly by or on behalf of the **Outside Organization**, where such **Claim** is a derivative action;
- 5.2. made by any director, officer, trustee, observer or equivalent executive position of the **Outside Organization**, where such **Claim** is for contribution or indemnity or where such **Claim** is for an **Employment Practices Wrongful Act**; or
- 5.3. made against an **Outside Organization Executive** that is brought or maintained by a trustee in **Bankruptcy**, liquidator, receiver or receiver-manager as defined in the *Bankruptcy and Insolvency Act*, R.S. 1985, c. B-3, in the *United States Bankruptcy Code* or in any similar federal, provincial, state, territorial or local legislation or any similar legislation of another country who has been appointed in relation to the financial affairs of the **Outside Organization**.

6. BODILY INJURY AND PROPERTY DAMAGE

A **Claim** for bodily injury, emotional distress, mental anguish, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use of such property.

However, this exclusion shall not apply to:

- 6.1. **Claims** for emotional distress or mental anguish, resulting directly from an **Employment Practice Wrongful Act**;
- 6.2. **Defence Costs** on account of a **Claim** that is a criminal proceeding, pursuant to section 217.1 of the *Criminal Code* of Canada (as amended by Bill C-45) or equivalent foreign corporate manslaughter legislation; or
- 6.3. **Defence Costs** on account of a **Claim** pursuant to *Part XX of the Canada Occupational Health and Safety Regulations* or similar provisions of any provincial, territorial, or local legislation or foreign equivalent (including the *Ontario Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace)* 2007).

7. CONTRACT

A **Claim** for any actual or alleged breach of any oral or written contract or agreement, or for liabilities of others assumed by the **Insured Organization** under such contract or agreement.

However, this exclusion shall not apply to:

- 7.1. the extent the **Insured Organization** would have been liable in the absence of such contract or agreement;
- 7.2. an **Employment Practices Wrongful Act**;
- 7.3. the liability assumed in accordance with the agreement or declaration of trust of the **Employee Benefit Plan**; or
- 7.4. **Defence Costs**.

8. OCCUPATIONAL HEALTH AND SAFETY, WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE, SOCIAL INSURANCE, SOCIAL SECURITY, DISABILITY BENEFITS

Solely with respect to an **Employment Practices Wrongful Act** or a **Fiduciary Wrongful Act**, a **Claim** for any actual or alleged violation of an obligation imposed by any act, or regulation related to pay equity, worker's compensation, industrial accidents and occupational disease, occupational health and safety, employment insurance, welfare and social welfare, social security or old age security, disability benefits, or by any similar act or regulation, including the *Canada Labour Code* and in particular its Parts II, III [Division XIII.1], the *Employment Insurance Act*, the *Old Age Security Act*, the *Canadian Human Rights Act*, or similar provisions of any provincial, territorial, or local legislation or foreign equivalent.

However, this exclusion does not apply to a **Claim** for any actual or alleged:

- 8.1. discrimination or employment-related harassment under Division XV.1 of Part III of the *Canada Labour Code* or under the *Canadian Human Rights Act*, under its rules or regulations and under its amendments, or similar provisions of any constitutional, federal, provincial, territorial or local statutory or, common law or civil law;
- 8.2. retaliatory treatment against the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such laws; or
- 8.3. violation of the *Canadian Human Rights Act* section 11 or the *United States Equal Pay Act*, or similar provincial, territorial or local legislation or foreign equivalent.

9. PENSION AND EMPLOYMENT BENEFIT PLAN CONTRIBUTIONS

Solely with respect to a **Fiduciary Wrongful Act**, a **Claim Based Upon** the failure to collect the **Insured Organization's** contributions owed to the **Employee Benefit Plan**, unless the failure is due to a **Wrongful Act** of the **Insured**.

10. ASBESTOS

- 10.1. A **Claim Based Upon** the actual or alleged inhalation of, contact with, exposure to, use of, existence of, presence of, asbestos or any material containing asbestos in whatever form or quantity, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of asbestos or any material containing asbestos;
- 10.2. A **Claim** made by or on behalf of a governmental authority or arising out of any order or demand under any legislation or regulation that **Insured** or others perform or assume liability for the following:
 - 10.2.1. operations to evaluate or assess the presence or absence of asbestos, its effects or quantity;
 - 10.2.2. operations to test for, monitor, contain, treat, detoxify, neutralize, identify, clean up, sample, remove, abate, mitigate, or dispose of asbestos; or
 - 10.2.3. any other actions to respond to situations involving asbestos;
- 10.3. any supervision, instructions, recommendations, warnings, or advice given or that should have been given in connection with exclusions 10.1. or 10.2. above; or
- 10.4. 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 Exclusions 10.1., 10.2. or 10.3. above.

SEVERABILITY OF EXCLUSIONS

With respect to the above exclusions of this Policy, no fact pertaining to or conduct by any **Insured Person** shall be imputed to any other **Insured Person**. Any **Wrongful Acts** of any past, present or future Chief Executive Officer, Chairman, or General Counsel of the **Insured Organization** shall be imputed to the **Insured Organization** to determine if coverage is available.

PART 5 – LIMITS OF LIABILITY AND DEDUCTIBLES

1. LIMITS OF LIABILITY

- 1.1. The Limits stated in the Declarations Page for each Insuring Agreement and the limits stated for each Extensions of Coverage, where applicable, the most the Insurer will pay regardless of the number of:
 - 1.1.1. **Insureds**;
 - 1.1.2. persons or organizations making a **Claim**;
 - 1.1.3. **Claims** made; or
 - 1.1.4. events.
- 1.2. The Total Aggregate Limit per **Policy Period** is the most the Insurer will pay for all **Claims** made during the **Policy Period** under all Insuring Agreements and Extensions of Coverage, except for **EXTENSION 1 – DEDICATED ADDITIONAL LIMIT OF LIABILITY FOR INSURED PERSON**.
- 1.3. Subject to the clause 1.2. above, the Limit of Liability stated in the Declarations Page for an Insuring Agreement is the most the Insurer will pay for all **Claims** made during the **Policy Period** under such Insuring Agreement. If no amount is stated, then no coverage shall be available for such Insuring Agreement.

2. APPLICABILITY OF THE LIMITS OF LIABILITY

The Limits of Liability shall apply separately to each **Policy Period**. If the **Policy Period** is extended for an additional period of less than twelve (12) months, the additional period shall be deemed part of the last preceding **Policy Period** for purposes of determining the Limits of Liability. In addition, **PART 3 – EXTENDED REPORTING PERIOD**, if exercised, shall be part of and not in addition to, the immediate preceding **Policy Period**, for the purposes of determining Limits of Liability.

3. RELATED CLAIMS

Claims arising out of the same **Wrongful Act**, interrelated circumstances, transaction, or event shall be considered a single **Claim** (hereinafter called **Related Claims**). Such **Related Claims** shall have been deemed to have been first made during the **Policy Period** where the earliest **Claim** was first made against any **Insured**.

4. DEDUCTIBLES

- 4.1. The obligation of the Insurer to pay on behalf of or to reimburse the **Insured** applies only to the amount of **Loss** in excess of any deductible amount stated in the Declarations Page as applicable to such coverages.
- 4.2. In the event that a single **Loss**, including **Related Claims**, is covered in part under several Insuring Agreements, the deductible amounts stated in the Declarations Page shall be applied separately by each Insuring Agreement to that part of the **Loss**. The total deductible amount shall in no event exceed the highest deductible amount applicable to each **Loss**.
- 4.3. No deductible shall apply to Part 1 – INSURING AGREEMENTS, Insuring Agreement A.

5. DEFENCE COSTS

Defence Costs shall be in addition to the Limit of Liability stated in the Declarations Page. No deductible shall apply to **Defence Costs**.

6. INCREASE OF THE LIMITS OF LIABILITY

If the Insurer has agreed to increase the Limits of Liability under this Policy or any prior policy (if this Policy forms a part of a continuous series of renewals), such increase shall not apply to:

- 6.1. **Claim** first made against the **Insured** before the effective date of the increase;
- 6.2. any fact, circumstance, situation or event known to the **Insured** on the effective date of the increase and likely to give rise to a **Claim**.

7. REDUCTION OF THE LIMITS OF LIABILITY

If the Limit of Liability has been reduced, the reduced Limit of Liability shall apply to a **Claim** first made against the **Insured** after the effective date of the reduction, whether or not the **Insured** has prior knowledge of the **Claim** or any fact, circumstance, situation or event likely to give rise to a **Claim**.

PART 6 – DEFENCE AND SETTLEMENT

1. RIGHT AND DUTY TO DEFEND

The Insurer shall have the right and duty to defend any **Claim** covered under this Policy, even if the **Claim** is groundless, false or fraudulent.

2. INSURER'S CONSENT

The **Insured** shall not, except at their own cost, admit any liability, settle or attempt to settle a **Claim**, pay any **Loss**, incur any **Defence Costs** or assume any contractual obligation without the Insurer's consent.

3. INSURED'S CONSENT TO SETTLEMENTS

The Insurer shall have the right to investigate any **Claim** and negotiate the settlement thereof, as it deems expedient, but the Insurer shall not make any settlement without the consent of the **Insured**.

4. TERMINATION OF THE RIGHT AND DUTY TO DEFEND

Notwithstanding Section 5. **DEFENCE COSTS** contained under **PART 5 – LIMITS OF LIABILITY AND DEDUCTIBLES**, the Insurer's right and duty to defend a **Claim** shall end when the applicable Limit of Liability is exhausted by payment of **Loss**.

5. ALLOCATION

If the **Insured** incur both **Loss** which is covered by this Policy and also **Loss** which is not covered by this Policy, either because a **Claim** includes both covered and uncovered matters, or because a **Claim** is made against both covered and uncovered parties, then coverage shall apply as follows:

- 5.1. one hundred percent (100%) of **Defence Costs** will be allocated to covered **Loss**;
- 5.2. all **Loss** other than **Defence Costs**, will be allocated between covered **Loss** and uncovered **Loss** based on an assessment of the relative legal and economic exposures of the **Insured** in connection with the covered and uncovered matters and/or covered and uncovered parties.

If the Insurer and the **Insured** cannot agree on any allocation, no presumption as to allocation shall exist in any arbitration, suit or other proceeding. The Insurer, if requested by the **Insured**, shall submit the allocation dispute to a binding arbitration in accordance with the principles set forth under Section 16. **ARBITRATION CLAUSE, PART 8 – GENERAL CONDITIONS** of the Policy.

6. PRIORITY OF PAYMENTS

- 6.1. In the event of a **Loss** arising from a **Claim** whose settlement exceeds the available Limits of Liability, the Insurer agrees, up to the Aggregate Limit of the Policy for each **Policy Period**:
 - 6.1.1. first, to commence by settling the **Losses** presented against **Insured Person** which are non-indemnified by the **Insured Organizations**; then
 - 6.1.2. to settle, up to any applicable balance, all other **Losses** for the benefit of other **Insured Persons**; then
 - 6.1.3. to settle, up to any applicable balance, all other **Losses**.
- 6.2. In determination of the amounts allocated to the Insuring Agreements in the event of a shared judgment or settlement, the Limits of Liability will be allocated in priority to the settlement of such **Claims** in the order provided for in paragraphs 6.1.1., 6.1.2. and 6.1.3. above, unless a judge has instructed otherwise.
- 6.3. This clause applies even if the Insurer receives a formal notice of the **Insured Organization's Insolvency**.
- 6.4. The **Insured** designated in 6.1.1., like those designated in 6.1.2. and 6.1.3. and within their respective orders of priority, each have the same rights.

PART 7 – NOTICE OF CLAIMS/ NOTICE OF FACTS & CIRCUMSTANCES

1. NOTICE OF CLAIMS

The **Insured** shall, as a condition precedent to their rights under this Policy, give written notice of a **Claim** to the Insurer as soon as practicable after the Chief Executive Officer, Chairman, or General Counsel of the **Insured Organization** (or equivalent positions) first become aware of such **Claim**, but no later than:

- 1.1. Ninety (90) days after expiry or termination of this Policy (hereinafter called the **Reporting Window**), if no renewal or **Extended Reporting Period** is purchased;
- 1.2. Expiry of the **Extended Reporting Period**, if purchased.

Any interested person may give such notice.

In the event of a **Claim**, the **Insured** must immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **Claim**, authorize the Insurer to obtain records and other information, cooperate with the Insurer in the investigation, settlement or defense of the **Claim** and upon the Insurer's request, assist the Insurer in the enforcement of any right against any person or organization which may be liable to the **Insured**.

2. NOTICE OF FACTS & CIRCUMSTANCES

If, during the **Policy Period**, the **Insured** becomes aware of facts or circumstances which may reasonably be expected to give rise to a **Claim** and if the **Insured** gives written notice thereof to the Insurer before the expiry of the **Reporting Window** or the expiry of the **Extended Reporting Period**, then any **Claim** which may subsequently arise out of such facts or circumstances shall be considered to have been made during the **Policy Period** in which they were first reported to the Insurer. The **Insured** shall give the Insurer such information as it may require regarding such facts or circumstances.

3. WORKPLACE VIOLENCE EXPENSE REPORTING

Notwithstanding the foregoing, the reporting with respect to the **Workplace Violence Expense** coverage requires the following:

- 3.1. a **Workplace Violence Incident** shall be sustained or communicated by or to an **Insured**; and
- 3.2. the **Insured Organization** must file a detailed proof of the loss, duly sworn to, with the Insurer within six (6) months after such incident is communicated or sustained.

PART 8 – GENERAL CONDITIONS

1. POLICY CHANGES

This Policy contains all the agreements between the **Insured** or the **Insured Organization** and the Insurer concerning the insurance afforded. The terms of this Policy shall not be waived or changed, except by endorsement issued by the Insurer and made a part of this Policy.

2. DECLARATIONS, REPRESENTATIONS AND SEVERABILITY

- 2.1. By acceptance of this Policy, the person who signed the **Application** agrees; that the statements in the **Application** and the Declarations Page are accurate and complete, and are based upon those statements shall constitute representations they made to the Insurer; and that this Policy has been issued in reliance upon such representations. Except with respect to the Limits of Liability and any rights or duties specifically assigned to the **Insured**, this insurance shall apply in the same manner and to the same extent as if a separate policy had been issued to each **Insured**.
- 2.2. With respect to the Exclusions and to the representations contained in the **Application**, to determine if the coverage provided by this Policy applies:
 - 2.2.1. no statements, declarations made or information detained by an **Insured Person** will be imputed to another **Insured Person**;
 - 2.2.2. statements, declarations made or information held by Chief Executive Officer, Chairman, or General Counsel of the **Insured Organization** (or equivalent positions) will be imputed to the **Insured Organization**.
- 2.3. If the representations contained in the **Application** were not accurate and/or completed such that the Insurer would not have accepted to issue a policy, no coverage shall be available to the **Insured** who had knowledge of such inaccurate and/or incomplete representations.
- 2.4. If the representations contained in the **Application** were not accurate and/or completed such that the Insurer would still have accepted to issue a policy, coverage shall be available to the proportion of the premium the Insurer collected to the premium it should have collected if the representations were accurate and complete.

3. NON-RESCINDABILITY

The coverage afforded under this Policy shall be non-rescindable by the Insurer.

4. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Insurer unless the Insurer gives its consent in writing to such assignment.

5. CHANGE OF CONTROL

In the event the **Insured Organization** ceases its operations, merges into or consolidates with another organization, or if another organization, person, group of organizations or persons acquires more than 50% of the voting rights or management control of the **Insured Organization**, then coverage under this Policy will continue until its expiry, but only with respect to a **Claim** for a **Wrongful Act** committed or any **Expense Coverage** incurred prior to such cessation of operations, merger, consolidation or acquisition. The **Insured Organization** will give written notice of the cessation of its operations, merger, consolidation or acquisition to the Insurer as soon as practicable together with such information as the Insurer may request.

6. NOTICE OF NON-RENEWAL

If the Insurer elects not to renew the Policy, the Insurer will provide the **Insured** written notice of non-renewal, at least ninety (90) days prior to the expiry of the Policy. Renewal terms which differ in any manner from the terms, conditions and premium of the expiring Policy shall not constitute a refusal to renew.

7. CANCELLATION

- 7.1. The **Parent Organization** may cancel this Policy by mailing or delivering to the Insurer written notice stating when the cancellation will be effective. If no date is specified, cancellation is effective upon receipt of the notice.
- 7.2. The Insurer may only cancel this Policy because of non-payment of premium by giving the **Parent Organization** at the last mailing address known to it, written notice of cancellation by registered mail or personally delivered at least fifteen (15) days before the effective date of such cancellation.
- 7.3. Except in Québec, if notice is mailed, cancellation takes effect fifteen (15) days after receipt of the letter by the post office to which it is addressed. Proof of mailing will be sufficient proof of notice. In Québec, cancellation takes effect fifteen (15) days after receipt of the notice at the last known address of the **Parent Organization**.
- 7.4. If this Policy is canceled by the **Parent Organization**, the Insurer will send the **Parent Organization** any premium refund due, such refund will be computed pro rata. The cancellation is effective even if the Insurer has not made or offered a refund.
- 7.5. If the Insurer cancels for non-payment of premium, the Insurer shall have the right to require payment for the pro-rated amount owed by the **Parent Organization**.

8. PAYMENT OF PREMIUM

The **Parent Organization** is responsible for the payment of all premiums and will be the payee for any return premiums payable by the Insurer.

9. NOTICE

- 9.1. Notices by the **Insured** to the Insurer will be mailed to the Insurer's address shown in the Declarations Page.
- 9.2. Notices by the Insurer to the **Insured Person** or the **Insured Organization** will be mailed to the **Parent Organization** named in the Declarations Page at the address shown therein or any other address notified in writing to the Insurer.
- 9.3. Notice by the **Parent Organization** as provided hereunder shall constitute notice by the **Insured**. The **Insured** agree that the **Parent Organization** named in the Declarations Page will act on their behalf with respect to any action required or permitted, the giving and receiving of notice of **Claim** or cancellation, the payment of premiums and the receiving of any return premiums that may be due under this Policy or the acceptance of endorsements. Proof of receipt of the notices is the responsibility of the sender.

10. OTHER INSURANCE

- 10.1. If the **Insured** has other valid and collectible insurance against **Loss** covered by this Policy, other than another insurance policy issued by the Insurer, then this Policy will be excess over such other insurance and will not contribute, unless such other insurance is written only as specific excess insurance, in which case this Policy shall be primary.
- 10.2. If the **Insured** has other valid and collectible insurance against **Loss** covered by this Policy, under another policy issued the Insurer, the policy that applies most specifically to the **Claim** will be primary and the other insurance will be excess. The Insurer's liability for any one **Loss**, however, will in no event exceed the highest Limit of Liability applicable to the **Loss** under all policies.
- 10.3. In the event of a **Claim** against an **Outside Organization Executive**, coverage shall apply as excess over any valid or collectible insurance or indemnification provided by the **Outside Organization** or by any other source other than the **Insured Organization**. However, in no event shall the Insurer's liability for any one **Loss** exceed the highest Limit of Liability applicable to the **Loss** under all policies.

11. SUBROGATION

In the event of any payment under this Policy, the Insurer will be subrogated to the extent of such payment to all rights of recovery of the **Insured** against any person or organization, except the **Insured Person**. The Insurer may be fully or partly released from its obligation towards the **Insured** where, owing to any act of the **Insured**, it cannot be so subrogated.

12. CURRENCY

All Limits of Liability, premiums, deductibles and other amounts as expressed in this Policy are in Canadian currency. With respect to the payment of premium, if a judgment is rendered or if a settlement is denominated in a currency other than Canadian dollars, payment under this Policy will be made in Canadian dollars at the noon rate of the exchange set by the Bank of Canada on the date upon which the final judgment is rendered, date of billing or settlement agreed upon, respectively.

13. BANKRUPTCY AND INSOLVENCY

Bankruptcy or Insolvency of the **Insured Organization** shall not relieve the Insurer of its obligations under this Policy.

14. ACTION AGAINST THE INSURER

No action shall lie against the Insurer, unless a condition precedent thereto, there shall have been full compliance by the **Insured** with all the terms of this Policy.

15. STATUTORY CONFORMITY

The terms of this insurance that are in conflict with the terms of any applicable laws construing this insurance are amended to conform to such laws.

16. ARBITRATION CLAUSE

Any dispute between the **Insured** and the Insurer based upon, arising from or in connection with any actual or alleged coverage under this Policy shall be submitted to binding arbitration.

Except with respect to the selection of the arbitration panel, an arbitration shall be governed by the law of the province or territory of the address of the **Insured Organization** and relating to arbitration, including rules, orders, orders in council or regulation promulgated under such law and its amendments or, upon the agreement of both the Insurer and the **Insured** unless the **Insured** and the Insurer expressly agree otherwise in writing. The arbitration panel shall consist of one arbitrator selected by the **Insured**, one arbitrator selected by the Insurer, and a third independent arbitrator selected by the first two arbitrators. The decisions of the panel are final and will not be contested.

17. TERRITORY

This insurance shall apply anywhere in the world.

18. LIBERALISATION CLAUSE

If during the **Policy Period**, the Insurer creates a succeeding version of this form that broadens the coverage, then the succeeding version of this form shall immediately apply to this Policy.

Nothing herein shall be construed, in any manner, to increase or change the Limits of Liability afforded under this Policy as stated in the Declarations Page or change the applicability of the attached endorsements. The Limits of Liability and deductible amounts stated in the Declarations Page, as well as the terms and conditions of this current Policy shall apply to such **Claims**.

PART 9 – DEFINITIONS

1. Administration means:

- 1.1. giving counsel to **Employees**, members and beneficiaries with respect to the **Employment Benefit Plans**;
- 1.2. interpreting the **Employment Benefit Plans**;
- 1.3. handling the records in connection with the **Employment Benefit Plans**;
- 1.4. enrollment, termination or cancellation of **Employees** under the **Employment Benefit Plan**.

2. Antipollution Measures means the testing for, remediation, monitoring, removal, containment, treatment, detoxification, decontamination, stabilization or neutralization of **Pollutants** and also means corrective measures, decontamination or clean up operations with respect to **Pollutants**.

3. Application means all application forms or portions of thereof, including any attachments, addendums, annexes and other information and material provided to the Insurer in connection to the underwriting of this Policy or for any renewal or replacement of this Policy. All such information shall be deemed attached to and incorporated as a part of this Policy.

4. Bankruptcy means the state of the **Insured Organization** which occurs at the time or date of the granting of a receiving order against the **Insured Organization**, the filing of an assignment of property by or in respect of the **Insured Organization** or the event that causes an assignment by the **Insured Organization** to be deemed. **Bankruptcy** shall also include any similar position of the **Insured Organization** under similar legislation of any other country.

5. Based upon means based upon, arising out of, in relation to, directly or indirectly resulting from.

6. Benefits means perquisites, fringe benefits and other payments in connection with an **Employee Benefit Plan** and any other payment, other than salary or wages, to or for the benefit of an **Employee** arising out of the employment relationship.

7. Claim means:

- 7.1. any written demand or allegations seeking monetary or non-monetary relief, including injunctive relief;
- 7.2. any civil proceeding commenced by the filing of a complaint, demand letter, notice of claim or similar pleading;
- 7.3. any penal or criminal proceeding against an **Insured** commenced by notice of charges, statement of allegations, laying of information, the return of an indictment or similar document;
- 7.4. any civil, criminal, administrative or regulatory investigation commenced by the service upon or other receipt by the **Insured** of a written notice from the investigating authority specifically identifying the **Insured** against whom formal charges may be commenced;
- 7.5. **Extradition Expenses** that are related directly to a formal request, claim, arrest warrant or other proceedings pursuant to the *Extradition Act* of Canada (including its amendments and regulations) or pursuant to the similar legislation of other jurisdictions;
- 7.6. any arbitration or mediation proceeding commenced by receipt of notice to appoint an arbitrator or mediator, an arbitration or mediation petition or similar document; against any **Insured** for a **Wrongful Act**, including an appeal therefrom;
- 7.7. any written request received by an **Insured** to toll or waive a limitation period, relating to any matter outlined in items 7.1. to 7.6. above.

8. Crisis Consulting Expenses means the reasonable costs, charges, fees and expenses, incurred by the **Insured Organization** during the **Policy Period** with prior consent of the Insurer, for an independent public relations consultant, crisis management consultant or law firm to make public communication or prevent or minimize business disruption and adverse publicity.

9. Defence Costs means reasonable costs, charges, fees (including but not limited to lawyers', accountants' and experts' fees) and expenses (other than regular overtime wages, salaries, fees, and benefit expenses of any **Insured Person**) incurred in defending or investigating **Claims** and shall not include **Derivative Demand Evaluation Expenses**.

The term **Defence Costs** shall also include:

- 9.1. all premiums on bonds to release attachments for an amount not in excess of the Limit of Liability, but without any obligation to apply for or furnish such bonds;
- 9.2. all reasonable expenses (other than loss of earnings) incurred by the **Insured** at the Insurer's request in assisting the Insurer in the investigation or defence of any **Claim** or suit;
- 9.3. all costs taxed against the **Insured** 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 applicable Limit of Liability 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 Liability

- 10. Derivative Demand Evaluation Expenses** means reasonable costs and necessary legal accounting, audit or investigating expenses incurred by the **Insured Organization**, its Board of Directors or any of the committees of the Board of Directors, in connection with a derivative demand (excluding salaries, wages or fees of the members of the board, the **Executives** or the **Employees** of the **Insured Organization**) strictly with regards to an evaluation required to determine if its in the best interests of the **Insured Organization** to prosecute the allegations in the derivative demand, and prior to any **Claim** first made that results from or for such derivative demand. **Derivative Demand Evaluation Expenses** do not include any costs, fees or expenses incurred in a **Claim** or any damages.
- 11. Employee** means any person whose labour of service was, is or will be directed by the **Insured Organization**. This includes any full-time, part-time, seasonal, temporary worker, volunteer or dependent contractor that works solely for the **Insured Organization** and does not include an independent contractor.
- 12. Employee Benefit Plan** means:
- 12.1. any employee benefit plan as outlined in the *Pension Benefits Standards Act*, R.S.C. 1985, c.32 (2nd Supp.) for any plan constituted within the territorial limits and jurisdictions of Canada, or as defined by the *Employee Retirement Income Security Act of 1974* of the United States of America for any plan constituted within the territorial limits and jurisdiction of the United States of America, which is operated solely by the **Insured Organization**, or jointly by the **Insured Organization** and labour organization, for the benefit of any **Employee** or **Executive** of the **Insured Organization**.
 - 12.2. any government mandated insurance program for workers compensation, employment, unemployment, social security or disability benefits for any **Employee**.
 - 12.3. any other employee benefit plan sponsored solely by the **Insured Organization** for the benefit of any **Employee** or **Executive** of the **Insured Organization**.
- 13. Employed Lawyer** means any **Employee** who is admitted to practice law within the jurisdiction in which they are providing such services and in good standing with its professional order or association and who was, now is or will be, at the time of the alleged **Employed Lawyers Wrongful Act**, employed as a lawyer for and salaried by the **Insured Organization**.
- 14. Employed Lawyers Wrongful Act** means any error, omission, negligence, breach of duty, misstatement, misleading statement, or any other act, actually or allegedly committed during the performance of legal services by the **Employed Lawyer** on behalf of any **Insured**. **Employed Lawyers Wrongful Act** does not include legal services:
- 14.1. not rendered on behalf of the **Insured** at the **Insured Organization's** request;
 - 14.2. performed by the **Employed Lawyers** for others for a fee;
 - 14.3. arising out of the actual or alleged infringement of copyright, a patent, a trademark, a trade secret, the presentation of a product, a slogan or prejudice to any other intellectual property right;
 - 14.4. attributed by an **Employed Lawyer** in their capacity as an owner, principal, partner, director, officer, member, manager, employee or any equivalent position of an entity that is not the **Insured Organization**; or
 - 14.5. in connection with a trust or estate when such **Employed Lawyer** is also a beneficiary of such trust or estate.
- 15. Employment Practices Wrongful Act** means any of the following acts related to employment or the application of employment:
- 15.1. wrongful dismissal, discharge or termination of employment, whether actual or constructive;
 - 15.2. breach of any oral or written employment contract;
 - 15.3. violation of any law concerning discrimination;
 - 15.4. employment-related harassment, including sexual harassment or other harassment in the workplace;
 - 15.5. wrongful deprivation of employment or wrongful deprivation of promotion (including failure to hire and wrongful demotion);
 - 15.6. retaliation;
 - 15.7. wrongful discipline;
 - 15.8. failure to grant tenure;
 - 15.9. negligent evaluation, supervision or training;
 - 15.10. invasion of privacy;
 - 15.11. defamation, libel, slander or humiliation;
 - 15.12. wrongful infliction of emotional distress, humiliation, mental anguish or mental distress; or
 - 15.13. misrepresentation.
- However, **Employment Practices Wrongful Act** shall not include any actual or alleged labour or grievance dispute, negotiation, arbitration, violation or other proceeding pursuant to a collective bargaining agreement.
- 16. Executive** means any person who was, now is or will be a duly elected, appointed, deemed or "de facto" director, officer, trustee, observer, member of the board of managers or member of any duly constituted committee or an in house General Counsel, Risk Manager or foreign equivalent of the **Insured Organization**.
- 17. Executive Wrongful Act** means any error, omission, negligence, breach of duty, misstatement, misleading statement or any other act actually or allegedly committed by:
- 17.1. any **Insured Person** in the discharge of their duties, or any other matter claimed against an **Insured Person** solely by reason of their being an **Insured Person**;
 - 17.2. the **Insured Organization**.
- 18. Expense Coverage** means expenses and costs afforded under **Workplace Violence Expense Coverage**, **Crisis Consulting Expense Coverage** and **Derivative Demand Evaluation Expenses**.
- 19. Extended Reporting Period** means the period selected from **PART 3 – EXTENDED REPORTING PERIOD** from the termination of the Policy until the expiry date shown on the endorsement issued after exercise of such clause.
- 20. Extradition Expenses** means, in direct relation to an order for the extradition of an **Insured Person** the reasonable and necessary legal fees, costs and expenses that are incurred (with the Insurer's approval and consent beforehand) by an **Insured Person** to obtain legal advice or to initiate, appeal or defend proceedings including such proceedings that are by way of judicial review or other challenge.
- 21. Fiduciary** means any person who was, now is or will be a member of any pension committee or board of trustee of the **Employee Benefit Plan**.
- 22. Fiduciary Wrongful Act** means any error, omission, negligence or misleading statement actually or allegedly committed by the **Insured**, while engaged in the discharge of his duties:
- 22.1. in the **Administration** of the **Employee Benefit Plan**;
 - 22.2. for any breach of responsibilities, obligations or duties imposed upon the **Insured** with respect to an **Employee Benefit Plan**, by the *Pensions Benefits Standards Act*, 1985, R.S. (1985), c.32 (2nd Supp.), as amended, or similar provisions of any federal, provincial, territorial or local legislation or foreign equivalent;
 - 22.3. by an **Insured Person**, pension committee or board of trustees, in their capacity as a settlor of the **Employee Benefit Plan**;
 - 22.4. against an **Insured** solely because of the **Insured** status as a **Fiduciary** with respect to an **Employee Benefit Plan**.
- 23. Insolvency** means:
- 23.1. the financial position of the **Insured Organization** or **Outside Organization** as a debtor as that term is defined and used in Canada within the provisions of the *Bankruptcy and Insolvency Act*, R.S. (1985), c. B-3 and, without limiting the generality of the foregoing, shall occur when any receiver, conservator, liquidator, trustee, sequestrator, court or similar provincial or federal official or a creditor takes control of, supervises, manages or liquidates the **Insured Organization** or **Outside Organization**;
 - 23.2. a reorganization proceeding of the **Insured Organization** or **Outside Organization** under the *Companies' Creditors Arrangement Act*, R.C.S., 1985, c. C-36;

- 23.3. the **Insured Organization** or **Outside Organization** becoming a debtor in possession under Chapter 11 of the *United States Bankruptcy Code*;
- 23.4. the **Insured Organization** or **Outside Organization** being unable to meet its obligations under the **Employee Benefit Plan**; or
- 23.5. any similar position of the **Insured Organization** or **Outside Organization** under similar legislation of any other country.
24. **Insured** means:
- 24.1. the **Insured Organization**;
- 24.2. the **Insured Person**;
- 24.3. the **Employee Benefit Plan**.
25. **Insured Organization** means:
- 25.1. **Parent Organization**;
- 25.2. any **Subsidiary**.
26. **Insured Person** either in the singular or the plural, means any person who was, now is or will be an **Executive, Employed Lawyer, Fiduciary, Employee** or volunteer of the **Insured Organization** and includes an **Outside Organization Executive** serving an **Outside Organization**.
27. **Loss** means:
- 27.1. compensatory, punitive, exemplary or multiplied damages, judgments (including pre-judgment and post judgment interest) or settlement arising from a **Claim**, within the limits of the Insurer's liability;
- 27.2. civil fines or civil penalties assessed against an **Insured Person**, including *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 *Canadian Anti-Spam Act*, S.C. 2010, c. 23 or any foreign equivalent;
- 27.3. all costs assessed against the **Insureds** in any civil action defended by the Insurer and any interest accruing after entry of all judgment upon that part of the judgment which is within the applicable Limit of Liability 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 Liability;
- 27.4. **Defense Costs**.
- Loss** shall not include:
- 27.5. fines or penalties against the **Insured Organization**;
- 27.6. any taxes the **Insured Organization** or the **Outside Organization** owe, or have failed to pay, other than those taxes for which an **Insured Person** (including those serving an **Outside Organization**) becomes personally liable under statutory law;
- 27.7. with respect to a **Claim** for an **Employment Practices Wrongful Act**, salaries, wages or commissions payable to a claimant for services performed for an **Insured Organization** while employed with the **Insured Organization**;
- 27.8. with respect to a **Claim** for an **Employment Practices Wrongful Act** against an **Outside Organization Executive**, salaries, wages or commissions payable to a claimant for services performed for an **Outside Organization** while employed with the **Outside Organization**;
- 27.9. cost of compliance with any order for, grant of or agreement to provide injunctive or non-monetary relief;
- 27.10. the salary, wages, commissions or **Benefits** of a claimant:
- 27.10.1. who has been or shall be hired, promoted or reinstated to employment;
- 27.10.2. whose employment has been or shall be continued;
- 27.10.3. whose salary or Benefits have been increased pursuant to a settlement, order or other resolution;
- 27.10.4. which constitutes a statutory mandated notice period with respect to an **Employment Practices Wrongful Act**.
- 27.11. any costs incurred in connection with cleaning up, removing, eliminating, abating, remediating, containing, treating, detoxifying, decontaminating, neutralizing **Pollutants** or implementation of any **Antipollution Measures**;
- 27.12. matters uninsurable by law under which this Policy is construed.
28. **Outside Organization** means any not for profit organization having no share capital other than any **Insured Organization**.
29. **Outside Organization Executive** means the position of director, officer, trustee, governor, observer or equivalent **Executive** position held by an **Insured Person** in an **Outside Organization**, provided that service in such position was at the request of the **Insured Organization**.
30. **Parent Organization** means the entity named on the Policy Declarations Page.
31. **Personal Injury Wrongful Act** means libel, slander or defamation of character other than such libel, slander or defamation that is employment-related or that arises from an **Insured** in the business of publishing, advertising or broadcasting.
32. **Policy Period** means the period from the effective date of this Policy to the Policy expiration date as set forth in the Declarations Page, or its earlier cancellation in accordance with Section 6. **NOTICE OF NON-RENEWAL** or Section 7. **CANCELLATION** of **PART 8 – GENERAL CONDITIONS**. Policy Period shall also include the **Extended Reporting Period** if exercised.
33. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalies, chemicals and waste including materials to be recycled, reconditioned or reclaimed.
34. **Premises** means the buildings, facilities or properties occupied by the **Insured Organization** in conducting its business.
35. **Prior and Pending Proceedings Date** means the effective date of this policy (or the first policy issued by the Insurer if this policy forms part of a continuous series of renewals).
36. **Publishers Wrongful Act** means any infringement of copyright, trademark, unauthorized use of title, plagiarism or misappropriation of ideas by the **Insured**.
37. **Stalking Threat** means any conduct by a person who is subject of a temporary restraining order, injunction or similar court order that demonstrates intent to harm an **Employee** or the **Insured Organization**.
38. **Subsidiary** means any non-profit association or organization in which more than 50% of the control or voting rights that is owned by the **Parent Organization** named in the Declarations Page or by one or more of its subsidiaries, including any similar non-profit association or organization which was created or acquired by the **Parent Organization** after the inception date of the policy.
39. **Third Party Employment Practices Wrongful Act** means any **Claim** brought and maintained by or on behalf of a customer, patient, service provider or other business invitee of the **Insured Organization** against any **Insured** for any actual or alleged violation of any law concerning the discrimination or harrassment of such customer, patient, service provider or other business invitee, and while such **Insured** is acting within the capacity of their duties for the **Insured Organization**.
40. **Workplace Violence Expenses** means the reasonable and necessary fees and expenses, or cost of:
- 40.1. an independent security consultation for ninety (90) days following the date the **Workplace Violence Incident** occurs;
- 40.2. an independent public relations consultant for ninety (90) days following the date the **Workplace Violence Incident** occurs;
- 40.3. a counseling seminar for all **Employees** conducted by an independent consultant following a **Workplace Violence Incident** occurs;
- 40.4. an independent security guard services for fifteen (15) days following the date a **Workplace Violence Incident** occurs;
- 40.5. an independent forensic analyst;

40.6. an independent security consultant to assess the **Stalking Threat**.

41. Workplace Violence Incident means any intentional and unlawful act:

- 41.1. of deadly force involving the use of a lethal weapon; or
- 41.2. the threat of deadly force involving the display of a deadly weapon; or
- 41.3. of a **Stalking Threat**.

which occurs on or in the **Premises** and which did or could result in the bodily injury or death to an **Insured Person**.

Workplace Violence Incident shall not include:

- 41.4. any use of, threat of force, or violence occurring on the **Premises** of the **Insured Organization** for the purpose of a robbery or demanding money, securities or property; or
- 41.5. **Claims Based Upon** any civil or foreign war, invasion, hostilities (whether declared or not), act of foreign enemy, rebellion, insurrection, revolution, military or usurped power, marital law or confiscation by order of any government or any public authority.

42. Wrongful Act means including, but not limited to:

- 42.1. any **Executive Wrongful Act**;
- 42.2. any **Employment Practices Wrongful Act**;
- 42.3. any **Third Party Employment Practices Wrongful Act**;
- 42.4. any **Fiduciary Wrongful Act**;
- 42.5. any **Personal Injury Wrongful Act**;
- 42.6. any **Publishers Liability Wrongful Act**;
- 42.7. any **Employed Lawyers Wrongful Act**.

ABUSE EXCLUSION

This Endorsement changes the policy. Please read it carefully.

It is agreed that the following exclusion is added to **PART 4 – EXCLUSIONS** of this Policy.

ABUSE

Except with respect to **Claims for Employment Practices Wrongful Acts**, this policy shall not apply to **Claims Based Upon**:

1. **Abuse** committed or alleged to have been committed by an **Insured**, including the transmission of disease arising out of any act of **Abuse**;
2. the **Insured's** practices of **Employee** hiring, acceptance of volunteer workers or supervision or retention of any person alleged to have committed **Abuse**;
3. The actual or alleged knowledge or the failure to report by the **Insured**, the alleged **Abuse** to the appropriate authorities.

It is also agreed that the following definition is added to **PART 9 – DEFINITIONS**:

Abuse means any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of physical, sexual, emotional, psychological, or mental abuse.

All terms of this policy shall remain unchanged except as otherwise provided in this Endorsement.

CONSTRUCTION OF ADDITIONS, EXTENSIONS, ALTERATIONS AND REPAIRS

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

Words and phrases in bold font or quotation marks have special meaning as defined below or in the form to which this endorsement is attached.

This endorsement modifies insurance provided under the BUILDING AND/OR CONTENTS – BROAD FORM.

If not insured elsewhere, this Form is extended to cover property in course of construction that forms part of an addition, extension or alteration to the **building** on the **premises**, including:

1. materials and supplies;
2. landlord's permanent fittings and fixtures to be attached to the **building**;
3. scaffolding, falsework, forms, hoardings, excavation, site preparation, temporary structures, and similar work;
4. fences, foundations, other supports, frescoes, machinery and equipment for building services;
5. landscaping.

Limit of Insurance

The maximum amount of insurance under this endorsement shall not exceed \$100,000, and does not increase the amount of insurance provided under the BUILDING AND/OR CONTENTS – BROAD FORM.

Except as otherwise provided by this endorsement, all terms and conditions of this policy shall remain unchanged.

VIRUS AND BACTERIA EXCLUSION ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Words and phrases in bold font or quotation marks have special meaning as defined below or in the Form to which this endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this endorsement. These titles have only been inserted for ease of reading.

This endorsement is attached to and modifies all commercial property coverage forms and endorsements in the policy, including but not limited to any of the following:

PROPERTY COVERAGE, including but not limited to Building and/or Contents Broad Form, Commercial Building and Contents Named Perils Form, Farm Outbuildings and Contents Broad Form and Farm Outbuildings and Contents Named Perils Form, as specified in the Declaration Page(s) for each Location;

BUSINESS INTERRUPTION COVERAGE, including but not limited to Profits, Profits Actual Loss Sustained, Gross Earnings, Gross Rentals, Rental Income and Contingent Business Interruption, as specified in the Declaration Page(s) for each Location;

BUILDERS RISK COVERAGE, as specified in the Declaration Page(s) for each Location;

EQUIPMENT BREAKDOWN COVERAGE, as specified in the Declaration Page(s) for each Location;

MISCELLANEOUS OR OTHER PROPERTY COVERAGE, including but not limited to Contractors Equipment Actual Cash Value Form and Farm Equipment Broad Form, as specified in the Declaration Page(s);

ANY EXTENSIONS, CLAUSES OR ADDITIONS OF COVERAGE to such a base Property, Business Interruption, Builders Risk, Equipment Breakdown, Miscellaneous Form or other form, including exceptions to exclusions.

The following paragraphs are added to the Forms:

- 1.1. This Form does not insure against loss or damage caused directly or indirectly, in whole or in part, by any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
- 1.2. The exclusion in paragraph 1.1. does not apply to loss or damage caused directly or indirectly, in whole or in part, by **fungi** or **spores** directly caused by an insured peril not otherwise excluded under the policy, but only to the extent such loss or damage is insured under another Form in the policy.
- 1.3. With respect to any loss or damage subject to the exclusion in paragraph 1.1., such exclusion supersedes any exclusion relating to pollution, **pollutants** or **hazardous substance**.
- 1.4. The terms of the exclusion in paragraph 1.1., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage that would not otherwise be included under the policy.

All other terms and conditions of this policy remain unchanged.

CYBER INCIDENT EXCLUSION

This Endorsement Changes the Policy. Please Read It Carefully.

Words and phrases in bold font or quotation marks have special meaning as defined below or in the Form to which this endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this endorsement. These titles have only been inserted for ease of reading.

This endorsement is attached to and modifies commercial property coverage forms and endorsements in the policy, including but not limited to any of the following:

PROPERTY COVERAGE, including but not limited to Building and/or Contents Broad Form, Commercial Building and Contents Named Perils Form, Farm Outbuildings and Contents Broad Form and Farm Outbuildings and Contents Named Perils Form, as specified in the Declaration Page(s) for each Location;

BUSINESS INTERRUPTION COVERAGE, including but not limited to Profits, Profits Actual Loss Sustained, Gross Earnings, Gross Rentals, Rental Income and Contingent Business Interruption, as specified in the Declaration Page(s) for each Location;

BUILDERS RISK COVERAGE, as specified in the Declaration Page(s) for each Location;

EQUIPMENT BREAKDOWN COVERAGE, as specified in the Declaration Page(s) for each Location;

MISCELLANEOUS OR OTHER PROPERTY COVERAGE, including but not limited to Contractors Equipment Actual Cash Value Form and Farm Equipment Broad Form, as specified in the Declaration Page(s);

EXTENSIONS, CLAUSES OR ADDITIONS OF COVERAGE to such a base Property, Business Interruption, Builders Risk, Equipment Breakdown, Miscellaneous Form or other form, including exceptions to exclusions.

The following exclusion is added to the EXCLUSIONS Section of the Forms:

1. EXCLUSION

This Form does not insure against loss or damage caused directly or indirectly by a **cyber incident**.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

2. EXCEPTIONS AND LIMITATIONS

2.1. Fire or Explosion

If a **cyber incident** results in fire or explosion, the Insurer will pay for the loss or damage to insured property caused by that resulting fire or explosion.

2.2. Privacy Breach Expense Endorsement

Paragraph 1. does not apply to the Privacy Breach Expense Endorsement when such Endorsement is attached to the policy.

3. VANDALISM AND MALICIOUS ACTS

For purposes of this endorsement, vandalism and **malicious acts** do not include a **cyber incident**.

4. DEFINITIONS

For purposes of this endorsement, the following definitions are added to the Definitions Sections:

4.1. **Computer System** means any computer, hardware, media, electronic or digital **data**, software, communications or networking system, electronic device (including but not limited to smart phones, laptops, tablets, wearable devices), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back-up facility.

4.2. **Cyber Incident** means:

4.2.1. Unauthorized access to or use of any **computer system**;

4.2.2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any **computer system** and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any **computer system** or otherwise disrupt its normal functioning or operation; or

4.2.3. Denial of service attack which disrupts, prevents or restricts access to or use of any **computer system**, or otherwise disrupts its normal functioning or operation.

All other terms, conditions and limitations of the policy shall remain unchanged.

GENERAL CONDITIONS – ONTARIO – ATLANTIC REGION

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Throughout this Form the word "Insured" refers to the Named Insured shown in the Declaration Page(s). The word "Insurer" refers to the company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to either this Form or to the DEFINITIONS of Liability Coverage forms or the Property Coverage forms attached to this Policy.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

The following Conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy under a Property Coverage form (including fire) or a Liability Coverage. 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.

The following General Conditions are only applicable to the provinces of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland.

SECTION I – PROPERTY COVERAGE STATUTORY CONDITIONS

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 and Insolvency 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 voids the contract as to the part affected by the change, unless the change is promptly notified in writing to the Insurer or its local agent. The Insurer, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 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

- 5.1. This contract may be terminated,
 - 5.1.1. by the Insurer giving to the Insured written notice of termination at least:
 - 5.1.1.1. five (5) days before the effective date of termination if personally delivered;
 - 5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or
 - 5.1.1.3. thirty (30) days before the effective date of termination if the contract is terminated by registered mail for any other reason.
 - 5.1.2. by the Insured at any time on request.
- 5.2. When this contract is terminated by the Insurer,
 - 5.2.1. 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) and thirty (30) days mentioned in clauses 5.1.1.2. and 5.1.1.3. 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.

Special condition applicable to Condominium Corporations:

In those jurisdictions where provincial legislation under which the **Condominium Corporation** is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or General Conditions of this Policy as the case may be, such prescribed conditions shall apply.

6. REQUIREMENTS AFTER LOSS

- 6.1. Upon the occurrence of any loss of or 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,
 - 6.1.1. immediately give notice of the loss or damage in writing to the Insurer;
 - 6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
 - 6.1.2.1. 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,
 - 6.1.2.2. 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,
 - 6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,
 - 6.1.2.4. showing the amount of other insurances and the names of other Insurers,
 - 6.1.2.5. 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,
 - 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,

6.1.2.7. showing the place where the insured property was located at the time of loss or damage;

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

6.1.4. 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.

6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. 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

9.1. 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.

9.2. 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 9.1. 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

13.1. 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.

13.2. 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.

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.

ADDITIONAL CONDITIONS (Property Coverage)

1. NOTICE TO AUTHORITIES

Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

2. SUE AND LABOUR

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

3. BASIS OF SETTLEMENT

Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

4. SUBROGATION

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.

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

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

Special condition applicable to Condominium Corporations

Except with respect to criminal act or intentional acts or vehicle impact, the Insurer agrees with the Insured to waive its right of subrogation as to any claim against:

- the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and
- the owner of a unit and, if residents of the household of the owner of a unit, his or her **spouse**, the relatives of either and any other person under the age of 21 in the care of an owner of a unit or his or her spouse. **Spouse** means a person who is married to or has entered into a civil union with another person of the opposite or the same sex and is living with that person for at least three years or for at least one year if a child was born or adopted of their union.

Independent contractors shall not be considered agents or employees of the **Condominium Corporation**, its Directors, Property Managers, or of the unit owners.

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.

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

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

5. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

6. CANADIAN CURRENCY CLAUSE

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

7. CONTRIBUTION

If, on the happening of any loss or damage to property in consequences 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 under this Policy shall be limited to its proportionate share of such claim.

8. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the policy period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

9. BREACH OF CONDITION

9.1. If the Insured does not comply with a condition of this insurance, any claim for subsequent loss or damage is not recoverable.

The Insurer will not deny a claim for this reason if the Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

9.2. Special condition applicable to Condominium Corporations:

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Policy, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition.

It is further agreed that this insurance shall not be prejudiced by:

9.2.1. any act or neglect of any occupants or owners of the **building** or any part thereof when such act or neglect is not within the control of the **Condominium Corporation**, or

9.2.2. failure of the **Condominium Corporation** to comply with any warranty or condition herein with regard to any portion of the **premises** over which the **Condominium Corporation** has no control.

10. REINSTATEMENT

Unless specified otherwise in this Policy, losses hereunder shall not reduce the amount of insurance of this Policy.

11. LOSS PAYABLE

Special clause applicable to Condominium Corporations

Loss, if any, shall be payable in accordance with the provisions of the provincial legislation under which the **Condominium Corporation** is constituted. If the legislation has no such provisions, loss, if any, shall be payable as stated on the Declaration Page(s).

12. PROPERTY OF OTHERS – CONDOMINIUMS

Special condition applicable to Condominium Corporations

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

GENERAL INSURING AGREEMENT APPLICABLE TO THIS POLICY

1. In consideration of the premium specified and the statements contained in the Declaration Page(s) and the conditions, stipulations and declarations contained in the Forms and Endorsements, the Insurer agrees to insure the Insured named in the Declaration Page(s) to the extent provided by the Forms and Endorsements for the policy period.

By acceptance of this Policy, the Insured acknowledges the cancellation from the effective date of this Policy, of any previous policy (or the renewal thereof) which is stated in the Declaration Page(s) as replaced.

2. TERMINATION

Notwithstanding anything contained to the contrary in the Conditions specifically applying to each section of this Policy, the Termination condition of the Commercial Property Policy Conditions of this Policy may at the Insurer's option be applied to the contract entirely.

3. DEFINITION

Wherever the word "policy", "contract" (meaning the insurance contract) or "insurance" (meaning the insurance contract) is used in the Conditions applicable to this Policy or in the Forms and Endorsements forming part thereof, such word shall be held to apply only to the specific cover provided by that Section and by the Forms and Endorsements forming part thereof.

STANDARD MORTGAGE CLAUSE

(Approved by The Insurance Bureau of Canada)

It is hereby provided and agreed that:

- BREACH OF CONDITIONS BY MORTGAGOR OWNER OR OCCUPANT** – The insurance and every documented renewal thereof – AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN – is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk:

PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO THE MORTGAGEE'S KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee – on reasonable demand – from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

- RIGHT OF SUBROGATION** – Whenever the Insurer pays the Mortgagee any loss award under this Policy and claims that – as to the Mortgagor or Owner – no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
- OTHER INSURANCE** – If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee – at law or in equity – then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.
- WHO MAY GIVE PROOF OF LOSS** – In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
- TERMINATION** – The term of this Mortgage Clause coincides with the term of the policy; Provided always that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.
- FORECLOSURE** – Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THE MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this Policy is made payable to the Mortgagee.

CLAUSE TYPE RELATIVE AUX GARANTIES HYPOTHÉCAIRES

(Approuvée par le Bureau d'Assurance du Canada)

- VIOLATIONS DU CONTRAT** – Ne sont pas opposables aux créanciers hypothécaires les actes, négligences ou déclarations des propriétaires, locataires ou occupants des biens assurés, notamment en ce qui concerne les transferts d'intérêts, la vacance ou l'inoccupation, ou l'affectation des lieux à des fins plus dangereuses que celles déclarées.

Les créanciers hypothécaires sont tenus d'aviser l'Assureur (si ce dernier leur est connu) dès qu'ils sont au courant de toute inoccupation ou vacance de plus de trente jours consécutifs, de tout changement dans les droits de propriété ou de toute aggravation du risque, à charge pour eux d'acquitter, sur demande raisonnable, les surprime afférentes aux aggravations dépassant les normes d'acceptation fixées pour le présent contrat et cela au tarif établi à cet égard et pour la durée du contrat restant à courir à compter du début des aggravations en question.

- SUBROGATION** – À concurrence des indemnités versées par lui aux créanciers hypothécaires, l'Assureur est subrogé dans les droits de ces derniers contre les débiteurs ou propriétaires auxquels il se croit justifié d'opposer un motif de non-garantie, les créanciers hypothécaires n'en demeurant pas moins en droit de recouvrer le solde de leurs créances avant que la subrogation ci-dessus puisse être exercée. L'Assureur se réserve cependant le droit d'acquitter les créances intégralement, auquel cas il a droit au transfert de celles-ci et de toutes les sûretés les garantissant.
- PLURALITÉ D'ASSURANCES** – Si d'autres assurances sont, à quelque titre que ce soit, acquises aux créanciers hypothécaires, les indemnités qu'ils peuvent en recevoir doivent être prises en ligne de compte pour la détermination des sommes qui leur sont payables.
- PRÉSENTATION DES DEMANDES D'INDEMNITÉ** – En cas d'absence ou incapacité de l'Assuré, ou s'il refuse ou néglige de présenter les déclarations de sinistre ou formulaires de demandes d'indemnité exigées par le contrat, ces déclarations peuvent en être faites par les créanciers hypothécaires dès qu'ils sont au courant des sinistres, les formulaires de demande devant dès lors être produits par eux dans les meilleurs délais.
- CESSATION** – Les effets de la présente clause prennent fin en même temps que le contrat, sous réserve des droits de résiliation dont l'Assureur peut se prévaloir aux termes de ce dernier, et à charge pour l'Assureur de se conformer aux dispositions de l'article 5 des Conditions légales, et de donner aux créanciers hypothécaires le préavis exigé de toute résiliation ou modification pouvant leur causer préjudice.
- SAISIE** – Si les créanciers hypothécaires ou leurs ayants droit acquièrent, par saisie ou autrement, les titres ou les droits de propriété des biens assurés, ils ont droit dès lors au bénéfice de la présente assurance tant qu'elle demeure en vigueur.

Aux conditions ci-dessus (lesquelles doivent par ailleurs prévaloir en ce qui concerne les intérêts des créanciers hypothécaires contre toutes celles du contrat en conflit avec elles), les sinistres sont payables directement aux créanciers hypothécaires ou à leurs ayants droit.

Cancellation Agreement

This is to certify that the undersigned insured and other interested parties, where applicable, named in this Policy acknowledge the termination of the insurance coverage provided under this Policy effective _____ 20 ____ at 12:01 a.m. Standard Time at the postal address of the named insured.

Signature of Insured: _____

Résiliation

Ceci est pour attester que l'assuré, et la personne ayant droit à toute partie du montant de garantie où applicable, nommé, dans le contrat accuse réception que le présent contrat est résilié à partir de _____ 20 ____ à 0h 01 heure normale à l'adresse du proposant.

Signature de l'Assuré: _____

SECTION II – LIABILITY CONDITIONS

If similar liability conditions are contained in the liability forms forming part of this Policy, those conditions prevail over the following provisions.

1. BANKRUPTCY

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of the Insurer's obligation under this Policy.

2. CANADIAN CURRENCY CLAUSE

All limits of insurance, premiums and other amounts are in Canadian currency.

3. CHANGES

This Policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the Declaration Page(s) is authorized to make changes in the terms of this Policy with the Insurer's consent. This Policy's terms can be amended or waived only by endorsement issued by the Insurer and made a part of this Policy.

4. DUTIES IN THE EVENT OF OCCURRENCE, OFFENCE, CLAIM OR ACTION

- 4.1. The Named Insured must see to it that the Insurer is notified as soon as practicable of an **occurrence** or an offence which may result in a claim. To the extent possible, notice should include:
 - 4.1.1. How, when and where the **occurrence** or offence took place;
 - 4.1.2. The names and addresses of any injured persons and witnesses; and
 - 4.1.3. The nature and location of any injury or damage arising out of the **occurrence** or offence.
- 4.2. If a claim is made or **action** is brought against any Insured, the Named Insured must:
 - 4.2.1. Immediately record the specifics of the claim or **action** and the date received; and
 - 4.2.2. 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.
- 4.3. The Named Insured and any other involved Insured must:
 - 4.3.1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or **action**;
 - 4.3.2. Authorize the Insurer to obtain records and other information;
 - 4.3.3. Cooperate with the Insurer in the investigation or settlement of the claim or defence against the **action**; and
 - 4.3.4. Assist the Insurer, upon the Insurer's 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.
- 4.4. 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 THE NAMED INSURED'S 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

- 6.1. The Insurer has the right to:
 - 6.1.1. Make inspections and surveys at any time;
 - 6.1.2. Give the Named Insured reports on the conditions the Insurer finds; and
 - 6.1.3. Recommend changes.
- 6.2. 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:
 - 6.2.1. Are safe or healthful; or
 - 6.2.2. Comply with laws, regulations, codes or standards.
- 6.3. Sub-paragraphs 6.1. and 6.2. 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.
- 6.4. Sub-paragraph 6.2. 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, by-laws or regulations, of boilers, pressure vessels or elevators.

7. LEGAL ACTION AGAINST THE INSURER

No person or organization has a right under this Policy:

- 7.1. To join the Insurer as a party or otherwise bring the Insurer into an **action** asking for **compensatory damages** from an Insured; or
- 7.2. 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 the Insurer covers by this Policy, the Insurer's obligations are limited as follows:

- 8.1. Primary Insurance
This insurance is primary except when sub-paragraph 8.2. 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 that other insurance by the method described in sub-paragraph 8.3. below.
- 8.2. Excess Insurance
This insurance is excess over:
 - 8.2.1. any of the other insurance, whether primary, excess, contingent or on any other basis:
 - 8.2.1.1. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - 8.2.1.2. that is Fire insurance for premises rented to the Named Insured or temporarily occupied by the Named Insured with permission of the owner;
 - 8.2.1.3. If the loss arises out of the maintenance or use of watercraft or **automobile** not otherwise excluded under this Policy.

8.2.2. 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 hazard** for which the Named Insured has been added as an additional insured by attachment of an Endorsement.

8.2.3. Excess Insurance (Claims Made Form)

If this Policy provides claims-made coverage, this insurance is excess over any of the other insurance (whether primary, excess, contingent or on any other basis) that is effective prior to the beginning of the **policy period** shown in the Declaration Page(s) of this insurance and applies to **bodily injury, property damage, personal injury or advertising injury** on other than a claims-made 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, the Insurer will undertake to do so, but the Insurer 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 the Insured's share of the amount of the loss, if any, that exceeds the sum of:

8.2.4. the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

8.2.5. 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 in the Declaration Page(s) of this Policy.

8.3. 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

9.1. The Insurer will compute all premiums for this Policy in accordance with the Insurer's rules and rates.

9.2. Premium shown in this Policy 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 in the Declaration Page(s) of this Policy.

9.3. 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 the Insurer may request.

10. PREMIUMS

The first Named Insured shown in the Declaration Page(s):

10.1. Is responsible for the payment of all premiums; and

10.2. Will be the payee for any return premiums the Insurer pays.

11. REPRESENTATIONS

By accepting this Policy, the Named Insured agrees:

11.1. The statements in the Declaration Page(s) are accurate and complete;

11.2. Those statements are based upon representations the Named Insured made to the Insurer; and

11.3. 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:

12.1. As if each Named Insured were the only Named Insured; and

12.2. Separately to each Insured against whom claim is made or **action** is brought.

13. 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.

14. 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 an individual Named Insured.

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

15. PROVISIONAL PREMIUM

If the premium shown in this Policy is a provisional premium, the Insurer will, at the end of each audit period, compute the earned premium for that period. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, the Insurer will return the excess to the Named Insured subject to the retention of the minimum premium shown in the Declarations of this Policy.

16. TERMINATION

16.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.

16.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:

16.2.1. Five (5) days before the effective date of termination if personally delivered;

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

16.2.3. Thirty (30) days before the effective date of termination if the Insurer terminates for any other reason.

16.3. The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.

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

16.5. 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. If the premium is provisional, a premium audit will take place as per Paragraph 15. **PROVISIONAL PREMIUM.**

ADDITIONAL CONDITIONS APPLICABLE ONLY TO THE COMMERCIAL UMBRELLA LIABILITY POLICY AND COMMERCIAL EXCESS LIABILITY POLICY

1. ASSIGNMENT

Assignment of interest under this Form will not bind the Insurer until its consent is evidenced by an endorsement to this Form. If, however, the Named Insured will die or be adjudged bankrupt or insolvent, this insurance, unless cancelled, will cover the Insured's legal representative as the Named Insured for the unexpired portion of such period, but only while acting within the scope of his or her duties as such.

2. SUBROGATION

- 2.1. In as much as insurance under this Form is excess coverage, an Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. In case of any payment hereunder, the Insurer will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery.
- 2.2. The apportioning of any amounts which may be so recovered will follow the principle that any interests (including the Insured) that will have paid any amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the Insurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any, but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.
- 2.3. Expenses necessary to the recovery of any such amounts will be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

- 1.1. trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- 1.2. any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity.

All other terms and conditions of the Policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE

ABUSE EXCLUSION ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, the Commercial General Liability Max Form is amended by the addition of the following exclusion under section 2. EXCLUSIONS of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This Insurance does not apply to:

2.24. Abuse

- 2.24.1. directly or indirectly arising out of, or on account of, resulting from or relating to any actual or threatened **abuse** committed or alleged to have been committed by an Insured, including the transmission of disease arising out of any act of **abuse**;
- 2.24.2. based on your practices for **employee** hiring, for acceptance of **volunteer workers**, for supervision of **employees** and **volunteer workers** or based on your retention of any person alleged to have committed **abuse**;
- 2.24.3. alleging knowledge by an Insured of the alleged **abuse**;
- 2.24.4. when you have failed to report the actual, suspected or alleged **abuse**, although you had a statutory or regulatory obligation to do so, to the police and to other appropriate authorities.

All other terms and conditions of the Policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE

GENERAL AGGREGATE LIMIT ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES under the Commercial General Liability Max Form is deleted and replaced as follows:

1. The Limits of Insurance shown in the Declaration Page(s), subject to the rules below, are the most we will pay regardless of the number of:
 - 1.1. Insureds;
 - 1.2. Claims made or **actions** brought; or
 - 1.3. Persons or organizations making claims or bringing **actions**.
 2. The General Aggregate Limit is the most we will pay for the sum of:
 - 2.1. **Compensatory damages** under Coverage A, except **compensatory damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;
 - 2.2. **Compensatory damages** under Coverage B; and
 - 2.3. Medical expenses under Coverage C.
 3. Subject to Paragraph 2. above the Abuse Aggregate Limit is the most we will pay under Coverage A for **compensatory damages** because of **bodily injury** arising out of **abuse**.
 4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for **compensatory damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
 5. Subject to Paragraphs 2., 3. and 4. above, the Each Occurrence Limit is the most we will pay for the sum of:
 - 5.1. **Compensatory damages** under Coverage A; and
 - 5.2. Medical payments under Coverage C;because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
 6. Subject to Paragraph 2. above, the Personal Injury and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all **compensatory damages** because of all **personal injury** and **advertising injury** sustained by any number of person(s) or organization(s) in the Aggregate.
 7. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for **compensatory damages** because of **property damage** to any one premises.
 8. Subject to Paragraph 5. above, the Medical Payments Limit is the most we will pay under Coverage C for all medical payments because of **bodily injury** sustained by any one person.
 9. 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 in the Declaration Page(s), 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.
- 10. DEDUCTIBLES**
- 10.1. Our obligation under Property Damage Liability and Tenants' Legal Liability to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of any deductible amount(s) stated in the Declaration Page(s) as applicable to such coverages, and the limits of insurance applicable to each **occurrence** for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
 - 10.2. The deductible amounts apply as follows:
 - 10.2.1. Coverage A
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**.
 - 10.2.2. Coverage D
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**. However, this deductible shall not be applied to claims arising out of the perils of fire, explosion, smoke and sprinkler leakage.
 - 10.3. The terms of this insurance, including those in respect to:
 - 10.3.1. Our right and duty to defend any **action** seeking those **compensatory damages**; and
 - 10.3.2. Your duties in the event of an **occurrence**, claim or **action**;apply irrespective of the application of the deductible amount.
 - 10.4. We may pay any part or all of the deductible amount to effect settlement of any claim or **action** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

All other terms and conditions of the Policy remain unchanged.

COMMERCIAL GENERAL LIABILITY MAX

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Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declaration Page(s), and any other person or organization qualifying as a Named Insured under Paragraph 3. of Section II – Who Is An Insured. The words "we", "us" and "our" refer to the company providing this insurance.

The word "Insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in bold have special meaning. Refer to Section IV – Definitions.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This insurance applies only when a Limit of Insurance - Each Occurrence is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend the Insured against any **action** seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any **action** seeking **compensatory damages** for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:
 - 1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section III – Limits of Insurance and Deductibles; and
 - 1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments 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.
- 1.2. This insurance applies to **bodily injury** and **property damage** only if:
 - 1.2.1. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 - 1.2.2. The **bodily injury** or **property damage** occurs during the **policy period**; and
 - 1.2.3. Prior to the **policy period**, no Insured listed under Paragraph 1. of Section II – Who Is An Insured and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- 1.3. **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, and includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
- 1.4. **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 you to give or receive notice of an **occurrence** or claim:
 - 1.4.1. Reports all or any part, of the **bodily injury** or **property damage** to us or any other insurer;
 - 1.4.2. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury** or **property damage**; or
 - 1.4.3. Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- 1.5. **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:

- 2.1. Expected or Intended Injury or Damage

Bodily injury or **property damage** expected or intended from the standpoint of the Insured. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.
- 2.2. 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**:

 - 2.2.1. That the Insured would have in the absence of the contract or agreement; or
 - 2.2.2. 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**, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be **compensatory damages** because of **bodily injury** or **property damage**, provided:
 - 2.2.2.1. Liability to such party for, or for the cost of, that party's defence has also been assumed in the same **insured contract**; and
 - 2.2.2.2. Such legal fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which **compensatory damages** to which this insurance applies are alleged.

- 2.3. 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.
- 2.4. Employer's Liability

Bodily injury to:

 - 2.4.1. An **employee** of the Insured arising out of and in the course of:
 - 2.4.1.1. Employment by the Insured; or
 - 2.4.1.2. Performing duties related to the conduct of the Insured's business; or
 - 2.4.2. The spouse, child, parent, brother or sister of that **employee** as a consequence of sub-paragraph 2.4.1. above.

This exclusion applies:

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

2.4.4. 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:

2.4.5. Liability assumed by the Insured under an **insured contract** but only with respect to a Canadian resident **employee**; or

2.4.6. A claim made or an **action** brought by a Canadian resident **employee**, because of **bodily injury** sustained in the course of employment or while performing duties on your behalf.

2.5. Watercraft

2.5.1. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation or entrustment to others by you or on your behalf of any self-propelled watercraft that exceeds 100 tons gross registry.

This exclusion does not apply to:

2.5.2. A watercraft while ashore on premises that are owned by, rented to or controlled by you;

2.5.3. Sub-paragraph 2.5.1. does not apply to **bodily injury** sustained by any of your **employees** while acting on your behalf.

2.6. Aircraft

2.6.1. **Bodily injury** or **property damage** arising out of:

2.6.1.1. The ownership, maintenance, use, operation or entrustment to others, by or on behalf of the Insured of any aircraft or any air cushion vehicle;

2.6.1.2. The ownership, use, operation or entrustment to others by or on behalf of the Insured of any premises for the purpose of an airport or an aircraft landing area;

2.6.1.3. All operations that are necessary or incidental to sub-paragraph 2.6.1.1. or 2.6.1.2. above;

2.6.1.4. Use includes **loading or unloading**;

2.6.1.5. Work or operations conducted by or on behalf of the Insured at airport premises or airport property (including but not limited to any runway, hangar, taxiway, apron, or air traffic control facility), but this exclusion shall not apply to such work or operations in Canada that are conducted solely within an area that is not designated by Transport Canada (or other airport regulatory authority) as a restricted area.

2.7. Automobile

2.7.1. **Bodily injury** or **property damage** arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use, operation or entrustment to others of any **automobile** owned or operated by, or on behalf of, or rented or loaned to any Insured;

2.7.2. This exclusion also applies to any:

2.7.2.1. Motorized snow vehicle or its trailers, except when being used for your business; or

2.7.2.2. 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.

2.7.3. 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:

2.7.4. **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;

2.7.5. **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;

2.7.6. **Bodily injury** or **property damage** liability imposed by law upon the Insured for loss or damage arising out of the ownership, maintenance, use or operation of machinery or apparatus (including its equipment), mounted on or attached to any **automobile** at the site of the use or operation of such machinery or apparatus and provided the Insured is not insured for liability arising out of the ownership, use or operation of such mounted or attached machinery or apparatus under any automobile policy.

2.8. Damage to Property

Property damage to:

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

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

2.8.3. Property loaned to you;

2.8.4. Personal property in your care, custody or control, including but not limited to:

2.8.4.1. Property held by you for sale or entrusted to you for storage or safekeeping;

2.8.4.2. Property being on premises that is owned or rented by you for the purpose of having operations performed on such property by the Insured;

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

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

Sub-paragraph 2.8.2. of this exclusion does not apply if the premises are **your work** and were occupied, rented or held for rental by you, for a period not exceeding twelve (12) months.

Sub-paragraphs 2.8.3., 2.8.4., 2.8.5. and 2.8.6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Sub-paragraph 2.8.6. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

2.9. Damage to Your Product

Property damage to **your product** arising out of it or any part of it. This exclusion is replaced by exclusion 2.9.1., but only in respect to your operations related to the business of selling, repairing, or servicing automobiles:

2.9.1. **Property damage** to **your 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.

2.10. Damage to Your Work

Property damage to that particular part of **your work** arising out of it or any part of it and included in the **products-completed operations hazard**, this exclusion shall only apply to that part of **your work** that is defective.

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

- 2.11. 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:
 2.11.1. A defect, deficiency, inadequacy or dangerous condition in **your product or your work**; or
 2.11.2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
 This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product or your work** after it has been put to its intended use.
- 2.12. Recall of Products, Work or Impaired Property
Compensatory damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 2.12.1. **Your product**;
 2.12.2. **Your work**; or
 2.12.3. **Impaired property**;
 if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- 2.13. Electronic Data
Compensatory damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.
- 2.14. Access to or Disclosure of Confidential or Personal Information (Privacy Breach)
Compensatory damages 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.
- 2.15. Personal Injury and Advertising Injury
Bodily injury arising out of **personal injury** or **advertising injury**.
- 2.16. Professional Services
Bodily injury (other than **incidental medical malpractice injury**), or **property damage** due to the rendering of or failure to render by you or on your behalf of any **professional services** for others, or any error or omission, malpractice or mistake in providing those services.
- 2.17. Asbestos - see Common Exclusions.
 2.18. Fungi or Spores - see Common Exclusions.
 2.19. Nuclear Energy Liability - see Common Exclusions.
 2.20. Pollution - see Common Exclusions.
 2.21. Terrorism - see Common Exclusions.
 2.22. War Risks - see Common Exclusions.
 2.23. Unsolicited Communication - see Common Exclusions.

COVERAGE B - PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

This insurance applies only when a Personal Injury and Advertising Injury Limit of Insurance is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **personal injury** or **advertising injury** to which this insurance applies. We will have the right and duty to defend the Insured against any **action** seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any **action** seeking **compensatory damages** for **personal injury** or **advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or **action** that may result. But:
 1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section III - Limits of Insurance and Deductibles; and
 1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments 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.
- 1.2. This insurance applies to **personal injury** and **advertising injury** caused by an offence arising out of your business but only if the offence was committed in the **coverage territory** during the **policy period**.

2. EXCLUSIONS

This insurance does not apply to:

- 2.1. Knowing Violation of Rights of Another
Personal injury or **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 injury** or **advertising injury**.
- 2.2. Material Published with Knowledge of Falsity
Personal injury or **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.
- 2.3. Material Published Prior to Policy Period
Personal injury or **advertising injury** arising out of oral or written publication of material whose first publication took place before the beginning of the **policy period**.
- 2.4. Criminal Acts
Personal injury or **advertising injury** arising out of a criminal act committed by or at the direction of the Insured.
- 2.5. Contractual Liability
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.
- 2.6. Breach of Contract
Advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.

- 2.7. Quality or Performance of Goods - Failure to Conform to Statements
Advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**.
- 2.8. Wrong Description of Prices
Advertising injury arising out of the wrong description of the price of goods, products or services stated in your **advertisement**.
- 2.9. Infringement of Copyright, Patent, Trademark or Trade Secret
Personal injury and **advertising injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress or slogan.
- 2.10. Insureds in Media and Internet Type Businesses
Personal injury or **advertising injury** committed by an Insured whose business is:
- 2.10.1. Advertising, broadcasting, publishing or telecasting;
 - 2.10.2. Designing or determining content of web-sites for others; or
 - 2.10.3. An Internet search, access, content or service provider.
- However, this exclusion does not apply to:**
- 2.10.4. False arrest, detention or imprisonment;
 - 2.10.5. Malicious prosecution;
 - 2.10.6. 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.
- For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
- 2.11. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards
Personal Injury or **advertising injury** arising out of an electronic interactive website, a chatroom, an interactive forum or a bulletin board the Insured hosts, owns, or over which the Insured exercises control.
- 2.12. Unauthorized Use of Another's Name or Product
Advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- 2.13. Access to or Disclosure of Confidential or Personal Information (Privacy Breach)
Personal injury or **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.
- 2.14. Asbestos - see Common Exclusions.
- 2.15. Fungi or Spores - see Common Exclusions.
- 2.16. Nuclear Energy Liability - see Common Exclusions.
- 2.17. Pollution - see Common Exclusions.
- 2.18. Terrorism - see Common Exclusions.
- 2.19. War Risks - see Common Exclusions.
- 2.20. Unsolicited Communication - see Common Exclusions.

COVERAGE C - MEDICAL PAYMENTS

This insurance applies only when a Medical Payments Limit of Insurance is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. We will pay medical expenses as described below for **bodily injury** caused by an accident:
- 1.1.1. On premises you own or rent;
 - 1.1.2. On ways next to premises you own or rent; or
 - 1.1.3. Because of your operations.
- provided that:
- 1.1.4. The accident takes place in the **coverage territory** and during the **policy period**; and
 - 1.1.5. The injured person submits to an examination, at our expense, by physicians of our choice as often as we reasonably require.
- 1.2. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section III - Limits of Insurance and Deductibles. We will pay reasonable expenses for:
- 1.2.1. First aid administered at the time of an accident;
 - 1.2.2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices;
 - 1.2.3. Necessary ambulance, hospital, professional nursing and funeral services; and
 - 1.2.4. Travel and babysitting expenses.

2. EXCLUSIONS

We will not pay expenses for bodily injury:

- 2.1. Any Insured
 To any Insured, except **volunteer workers**.
- 2.2. Hired Person
 To any person while engaged in maintenance and repair of the insured premises or alteration, demolition or construction operations at such premises.
- 2.3. Injury on Normally Occupied Premises
 To any person injured on that part of premises you own or rent, that such person normally occupies.

2.4. 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.

2.5. Athletics Activities

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

2.6. Products-Completed Operations Hazard

Included within the **products-completed operations hazard**.

2.7. Coverage A Exclusions

Excluded under Coverage A.

COVERAGE D - TENANTS' LEGAL LIABILITY

This insurance applies only when a Tenant's Legal Liability Limit of Insurance is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **property damage** to which this insurance applies. This insurance applies only to **property damage** to premises of others (including building fixtures permanently attached thereto other than improvements and betterments) rented to you or occupied by you. We will have the right and duty to defend the Insured against any **action** seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any **action** seeking **compensatory damages** for **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:

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

1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments 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.

1.2. This insurance applies to **property damage** only if:

1.2.1. The **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and

1.2.2. The **property damage** occurs during the **policy period**; and

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

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

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

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

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

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

2. EXCLUSIONS

This insurance does not apply to:

2.1. Expected or Intended Damage

Property damage expected or intended from the standpoint of the Insured.

2.2. 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.

2.3. Asbestos - see Common Exclusions.

2.4. Fungi or Spores - see Common Exclusions.

2.5. Nuclear Energy Liability - see Common Exclusions.

2.6. Pollution - see Common Exclusions.

2.7. Terrorism - see Common Exclusions.

2.8. War Risks - see Common Exclusions.

2.9. Unsolicited Communication - see Common Exclusions.

COMMON EXCLUSIONS COVERAGES A, B, C and D

This insurance does not apply to:

1. ASBESTOS

Bodily injury, property damage or personal 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 injury**.

2. FUNGI OR SPORES

- 2.1. **Bodily injury, property damage or personal 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**;
- 2.2. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with 2.1. above; or
- 2.3. 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 2.1. or 2.2. 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 injury**.

For the purpose of the following exception:

- 2.4. **Property damage** means physical injury to animals;
- 2.5. **Product-completed operations hazard** means all **bodily injury** and **property damage** that arises out of **your product** provided the **bodily injury or property damage** occurs after you have relinquished physical possession of **your 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, **your product**, and are intended to be:

- 2.6. Applied topically to humans or animals; or
- 2.7. Ingested by humans or animals.

LIMITED COVERAGE

This **FUNGI OR SPORES** exclusion does not apply to **bodily injury, property damage or personal injury** included in the **products-completed operations hazard**, which is not otherwise excluded by this Form. Subject to the Each Occurrence Limit and the Products-Completed Operations Aggregate Limit shown in the Declaration Page(s), the Fungi or Spores Liability Limit is \$500,000 in any one **occurrence** and in the Aggregate and is the most we will pay under this LIMITED COVERAGE.

3. NUCLEAR ENERGY LIABILITY

- 3.1. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- 3.2. **Bodily injury, property damage or personal injury** with respect to which an Insured under this Policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;
- 3.3. **Bodily injury, property damage or personal injury** resulting directly or indirectly from the **nuclear energy hazard** arising from:
 - 3.3.1. The ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an Insured;
 - 3.3.2. 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**;
 - 3.3.3. 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 injury**.

4. POLLUTION

- 4.1. **Bodily injury, property damage or personal injury** arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:
 - 4.1.1. 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 sub-paragraph does not apply to:
 - 4.1.1.1. **Bodily injury** if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - 4.1.1.2. **Bodily injury or property damage** for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional Insured with respect to your ongoing operations performed for that additional Insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Insured, other than that additional Insured; or
 - 4.1.1.3. **Bodily injury or property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**;
 - 4.1.2. 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;
 - 4.1.3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - 4.1.3.1. Any Insured; or
 - 4.1.3.2. Any person or organization for whom you may be legally responsible; or
 - 4.1.4. 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 sub-paragraph does not apply to:
 - 4.1.4.1. **Bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;
 - 4.1.4.2. **Bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - 4.1.4.3. **Bodily injury or property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**.
 - 4.1.5. 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, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of **pollutants**.

4.2. Any loss, cost or expense arising out of any:

4.2.1. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or

4.2.2. 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, decontaminating, stabilizing, remediating or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, this Section 4.2. 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 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 injury**.

6. WAR RISKS

Bodily injury, property damage or personal 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 injury**.

7. UNSOLICITED COMMUNICATION

Bodily injury, property damage, personal injury or advertising injury imposed by or arising from any **action** or omission that violates or allegedly violates any federal, provincial, territorial, state or municipal act, law, statute, ordinance, rule or regulation, that restricts or prohibits the transmitting of any **unsolicited communication**, regardless of the jurisdiction.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D

1. We will pay, with respect to any claim we investigate or settle, or any **action** against an Insured we defend:

1.1. All expenses we incur;

1.2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;

1.3. All costs to protect you against any levy of execution arising from a judgment;

1.4. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or **action**, including actual loss of earnings because of time off from work;

1.5. All costs assessed or awarded against you in the **action**;

1.6. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

If we are prevented by law or otherwise from defending the Insured, we will reimburse the Insured for defence costs and expenses that are incurred with our consent.

These payments will not reduce the limits of insurance.

2. If we defend an Insured against an **action** and an indemnitee of the Insured is also named as a party to the **action**, we will defend that indemnitee if all of the following conditions are met:

2.1. 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**;

2.2. This insurance applies to such liability assumed by the Insured;

2.3. The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the Insured in the same **insured contract**;

2.4. The allegations in the **action** and the information we know about the **occurrence** are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2.5. The indemnitee and the Insured ask us to conduct and control the defence of that indemnitee against such **action** and agree that we can assign the same counsel to defend the Insured and the indemnitee; and

2.6. The indemnitee:

2.6.1. Agrees in writing to:

2.6.1.1. Cooperate with us in the investigation, settlement or defence of the **action**;

2.6.1.2. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **action**;

2.6.1.3. Notify any other insurer whose coverage is available to the indemnitee; and

2.6.1.4. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

2.6.2. Provides us with written authorization to:

2.6.2.1. Obtain records and other information related to the **action**; and

2.6.2.2. Conduct and control the defence of the indemnitee in such **action**.

So long as the above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of sub-paragraph 2.2.2. 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.

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

2.7. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

2.8. The conditions set forth above, or the terms of the agreement described in sub-paragraph 2.6. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. IF YOU ARE DESIGNATED IN THE DECLARATION PAGE(S) AS:

- 1.1. An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
- 1.2. A partnership, limited liability partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business.
- 1.3. A limited liability company, you are an Insured. Your members are also Insureds, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers.
- 1.4. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an Insured. Your **executive officers** and directors are Insureds, but only with respect to their duties as your officers or directors. Your shareholders are also Insureds, but only with respect to their liability as shareholders.
- 1.5. A trust, you are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees.
- 1.6. An incorporated association, each member of the incorporated association is an Insured but solely in respect of the liability arising out of his actions as a member and his participation in the activities of the incorporated association. This insurance shall only apply as excess coverage to the extent of any amount not paid due to the exhaustion of the personal General Liability policy of a member. This insurance does not apply to loss, damage or injury to a member caused by another member of the incorporated association.

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

- 2.1. Your **volunteer workers** only while performing duties related to the conduct of your business, or **employees**, other than either your **executive officers** (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are Insureds for:
 - 2.1.1. **Bodily injury, personal injury or advertising injury:**
 - 2.1.1.1. To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties on your behalf, or to your other **volunteer workers** while performing duties related to the conduct of your business, except with respect to **incidental medical malpractice injury**;
 - 2.1.1.2. To the spouse, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of sub-paragraph 2.1.1.1. above;
 - 2.1.1.3. For which there is any obligation to share **compensatory damages** with or repay someone else who must pay **compensatory damages** because of the injury described in sub-paragraphs 2.1.1.1. or 2.1.1.2. above;
 - 2.1.1.4. Arising out of his or her providing or failing to provide professional health care services; or
 - 2.1.1.5. 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.
 - 2.1.2. **Property damage** to property that is:
 - 2.1.2.1. Owned or occupied by; or
 - 2.1.2.2. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose.By you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership, limited liability partnership or joint venture) or any member (if you are a limited liability company).
 - 2.2. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
 - 2.3. Any person or organization having proper temporary custody of your property if you die, but only:
 - 2.3.1. With respect to liability arising out of the maintenance or use of that property; and
 - 2.3.2. Until your legal representative has been appointed.
 - 2.4. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Form.
 - 2.5. Your unit or strata lot owners and any tenants, but only with respect to the conduct of the 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.
 - 2.6. Any Canadian domiciled person or organization under your management control and for which you are responsible for arranging insurance, but only with respect to your premises, your operations, **your product** or **your work**.
 - 2.7. Any person, firm or organization for whom you have contracted to provide liability insurance. Coverage under this provision is afforded as per the present policy terms, limits and conditions and only with respect to your premises, **your product** or **your work**. However, this sub-paragraph does not apply to any person, firm or organization who is added to this Policy as an Additional Insured by endorsement.
 - 2.8. **Agents** acting on your behalf but solely in respect of any liability arising out of the performance of their duties on your behalf.

For the purpose of this sub-paragraph only, **agent** means any person who solicits and procures business from potential clients on your behalf, and who receives a commission in return for the performance of their duties.
3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - 3.1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
 - 3.2. Coverage A and D do not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
 - 3.3. Coverage B does not apply to **personal injury** or **advertising injury** arising out of an offence committed before you 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 in the Declaration Page(s).

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Declaration Page(s), subject to the rules below, are the most we will pay regardless of the number of:
 - 1.1. Insureds;
 - 1.2. Claims made or **actions** brought; or
 - 1.3. Persons or organizations making claims or bringing **actions**.
2. The Abuse Aggregate Limit is the most we will pay under Coverage A for **compensatory damages** because of **bodily injury** arising out of **abuse**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for **compensatory damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
4. Subject to Paragraphs 2. and 3. above, the Each Occurrence Limit is the most we will pay for the sum of:
 - 4.1. **Compensatory damages** under Coverage A; and
 - 4.2. Medical payments under Coverage C;
 because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
5. The Personal Injury and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all **compensatory damages** because of all **personal injury** and **advertising injury** sustained by any number of person(s) or organization(s) in the Aggregate.
6. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for **compensatory damages** because of **property damage** to any one premises.
7. Subject to Paragraph 4. above, the Medical Payments Limit is the most we will pay under Coverage C for all medical payments because of **bodily injury** sustained by any one person.
8. 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 in the Declaration Page(s), 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.
9. **DEDUCTIBLES**
 - 9.1. Our obligation under Property Damage Liability and Tenants' Legal Liability to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of any deductible amounts stated in the Declaration Page(s) as applicable to such coverages, and the limits of insurance applicable to each **occurrence** for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
 - 9.2. The deductible amounts apply as follows:
 - 9.2.1. Coverage A

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**.
 - 9.2.2. Coverage D

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**. However, this deductible shall not be applied to claims arising out of the perils of fire, explosion, smoke and sprinkler leakage.
 - 9.3. The terms of this insurance, including those in respect to:
 - 9.3.1. Our right and duty to defend any **action** seeking those **compensatory damages**; and
 - 9.3.2. Your duties in the event of an **occurrence**, claim or **action**;
 apply irrespective of the application of the deductible amount.
 - 9.4. We may pay any part or all of the deductible amount to effect settlement of any claim or **action** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION IV - DEFINITIONS

1. **Abuse** means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.
2. **Action** means a civil proceeding in which **compensatory damages** because of **bodily injury**, **property damage**, **personal injury** or **advertising injury** to which this insurance applies are alleged. **Action** includes:
 - 2.1. An arbitration proceeding in which such **compensatory damages** are claimed and to which the Insured must submit or does submit with our consent; or
 - 2.2. Any other alternative dispute resolution proceeding in which such **compensatory damages** are claimed and to which the Insured submits with our consent.
3. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - 3.1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - 3.2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.
4. **Advertising injury** means injury arising out of one or more of the following offences:
 - 4.1. 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; or
 - 4.2. Oral or written publication, in any manner, of material that violates a person's right of privacy; or
 - 4.3. The use of another's advertising idea in your **advertisement**; or
 - 4.4. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.
5. **Automobile** means a self-propelled 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 machinery or equipment attached to such automobile.
6. **Bodily injury** means bodily or mental injury, sickness, disease, disability or shock sustained by a person, including death resulting at any time.
7. **Compensatory damages** means damages (including prejudgment interest) due or awarded in payment for actual injury or economic loss. **Compensatory damages** does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.

- 8. Coverage territory** means any part of the world:
- 8.1. Provided the Insured's responsibility to pay **compensatory damages** is determined in an **action** on the merits in Canada or the United States of America (including their territories and possessions) or in an out-of-court settlement to which we have agreed; or
 - 8.2. If the loss, damage or injury arises out of the Insured's use of space intended for commercial representation purposes related to the Insured's business, such as sales offices, showrooms, or during trade shows, exhibitions, fairs or conferences. For the purpose of this sub-paragraph 8.2., any loss, damage or injury arising from the **products-completed operations hazard**, is covered only to the extent described in sub-paragraph 8.1.
- 9. Electronic data** means information, facts or programs in any form or representations of information or concepts in any form stored as or on, created or used on, or transmitted to or from computer or data processing software (including systems and application software), memory devices, data processing devices or any other media that 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 your charter, constitution, by-laws or any other similar governing document or any person designated as an officer by you.
- 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 a fire that becomes uncontrollable or breaks out from where it was intended to be.
- 15. Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
- 15.1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - 15.2. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- 15.3. The repair, replacement, adjustment or removal of **your product** or **your work**; or
 - 15.4. Your fulfilling the terms of the contract or agreement.
- 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:
- 16.1. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
 - 16.2. 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 sub-paragraphs 16.1. and 16.2. above.
- 17. Insured contract** means:
- 17.1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
 - 17.2. A sidetrack agreement;
 - 17.3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - 17.4. Any other easement agreement;
 - 17.5. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
 - 17.6. An elevator maintenance agreement;
 - 17.7. A declaration of co-ownership;
 - 17.8. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **compensatory damages** because of **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by you or by those acting on your behalf and provided that such **bodily injury** or **property damage** arises from **your work**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Sub-paragraph 17.8. does not include that part of any contract or agreement:
 - 17.8.1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - 17.8.1.1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 17.8.1.2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - 17.8.2. 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 17.8.1. above and supervisory, inspection, architectural or engineering activities.
- 18. Leased worker** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
- 19. Loading or unloading** means the handling of property:
- 19.1. After it is moved from the place where it is accepted for movement into or onto an aircraft;
 - 19.2. While it is in or on an aircraft; or
 - 19.3. While it is being moved from an aircraft 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 that is not attached to the aircraft.
- 20. Nuclear energy hazard** means the radioactive, toxic, explosive, or other hazardous properties of **radioactive material**.
- 21. Nuclear facility** means:
- 21.1. 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;
 - 21.2. Any equipment or device designed or used for:
 - 21.2.1. Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
 - 21.2.2. Processing or packaging waste;
 - 21.3. 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;

- 21.4. 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.
- 22. Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 23. Personal injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offences:
- 23.1. False arrest, detention or imprisonment;
 - 23.2. Malicious prosecution;
 - 23.3. 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 or on behalf of its owner, landlord or lessor;
 - 23.4. 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;
 - 23.5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - 23.6. Discrimination, (except in such jurisdictions where by legislation, court decisions or administrative ruling, such insurance is prohibited or held to violate the law or public policy of any such jurisdiction) sustained by any person or persons during the **policy period**.
- 24. Policy period** means each consecutive period of twelve (12) months included in the **policy period** shown on the Declaration Page(s). The first twelve-month period starts on the inception date of the policy and the subsequent period starts at the expiry of the first twelve-month period.
- 25. Pollutants** mean 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.
- 26. Products-completed operations hazard**
- 26.1. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
 - 26.1.1. Products that are still in your physical possession; or
 - 26.1.2. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - 26.1.2.1. When all of the work called for in your contract has been completed;
 - 26.1.2.2. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;
 - 26.1.2.3. 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.
 - 26.2. Does not include **bodily injury** or **property damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
- 27. Professional services** means, without limitation:
- 27.1. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection with such service or treatment;
 - 27.2. Service or treatment conducive to health;
 - 27.3. Professional services of a pharmacist;
 - 27.4. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - 27.5. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
 - 27.6. Cosmetic, body piercing, hairdressing, massage, physiotherapy, chiropody, hearing aid, optical or optometric services or treatments;
 - 27.7. The preparation or approval of maps, plans, opinions, reports, surveys, field orders, change orders or drawings and specifications;
 - 27.8. Supervisory, inspection, architectural, design or engineering services;
 - 27.9. Professional advice or activities of accountants, advertisers, notaries (Quebec), public notaries, paralegals, lawyers, real estate brokers or agents, insurance brokers or agents, travel agents, financial institutions, or consultants;
 - 27.10. Computer programming or re-programming, consulting, advisory or related services; or
 - 27.11. Claim, investigation, adjusting of claims, appraisal, survey or audit services.
- 28. Property damage** means:
- 28.1. 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
 - 28.2. 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.
- 29. 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.
- 30. Spores** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.
- 31. Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- 32. 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.
- 33. Unsolicited communication** means communication in any form sent to any person or organization, without their prior consent.
- 34. Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 35. Your product**
- 35.1. Means:
 - 35.1.1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 35.1.1.1. You;
 - 35.1.1.2. Others trading under your name; or
 - 35.1.1.3. A person or organization whose business or assets you have acquired; and
 - 35.1.2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - 35.2. Includes:
 - 35.2.1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - 35.2.2. The providing of or failure to provide warnings or instructions.

35.3. Does not include vending machines or other property rented to or located for the use of others but not sold.

36. Your work

36.1. Means:

36.1.1. Work or operations performed by you or on your behalf; and

36.1.2. Materials, parts or equipment furnished in connection with such work or operations.

36.2. Includes:

36.2.1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

36.2.2. The providing of or failure to provide warnings or instructions.