

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in Section **G**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured**.

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

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

- (1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C. Medical Payments**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care or loss of services resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. 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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed by you 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 by you 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 that:
 - (a) Liability to such party for, or for the cost of, that party's defence has also been assumed by you in the same "insured contract"; and
 - (b) 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.

c. Workers' Compensation and Similar Laws

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.



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

d. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may:

- (i) Be liable as an employer or in any other capacity; and
- (ii) Have an obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

This exclusion does not apply to:

- (a) Liability assumed by you under an "insured contract"; or
- (b) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the:

- (1) Ownership, maintenance, use or entrustment to others by or on behalf of any insured of any aircraft, air cushion vehicle or watercraft that is owned or operated by or rented or loaned to any insured; or
- (2) Ownership, maintenance, existence, use or entrustment to others by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 8 metres long; and
 - (ii) Not being used to carry persons or property for a charge; or
- (c) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

f. Automobile

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

This exclusion also applies to any motorized snow vehicle or its trailers and any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

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

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

This exclusion does not apply to:

- (1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law;
- (2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" that is owned by the insured while leased to others for a period of 30 days or more, provided the lessee is obligated under contract to ensure that the "automobile" is insured;
- (3) "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. However, this exception does not apply when such equipment is mounted on or attached to any "automobile" and such equipment is used for the purpose of "loading or unloading"; or
- (4) "Bodily injury" or "property damage" arising out of "loading or unloading" if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation

g. Damage to Property

"Property damage" to:



- (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) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (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
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement, provided that the "property damage" occurs subsequent to the execution of the sidetrack agreement.

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

h. Damage to Your Product

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

i. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

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

j. Damage to Impaired Property or Property Not Physically Damaged

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

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (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.

k. 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:

- (1) "Your product";
- (2) "Your work"; or
- (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.

l. Violation of Any Law as to Age

"Bodily injury" to any person knowingly employed by the insured in violation of any law as to age.

m. Access or Disclosure of Confidential or Personal Information

"Compensatory damages" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other nonpublic information.

n. Personal and Advertising Injury

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

o. Professional Services

"Bodily injury" (other than "incidental medical malpractice injury") or "property damage" due to:

- (1) The rendering of, or failure to render, any "professional services" for others; or
- (2) Any error or omission, malpractice or mistake in providing the services described in Paragraph (1) above; by you or on your behalf.

p. Abuse

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

- (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:
 - (a) Hiring of any "employee";
 - (b) Acceptance of any "volunteer worker"; or
 - (c) Supervision or retention of any person; who committed or is alleged to have committed "abuse"; or
- (3) The failure or alleged failure of an insured to report "abuse" or alleged "abuse" to the appropriate authority once the insured has gained knowledge of any such "abuse" or alleged "abuse".

q. Damage from Blasting, Pile Driving, Removal or Weakening of Support

"Property damage" arising out of:



- (1) The use of explosives for blasting;
 - (2) Vibration from pile driving or caisson work; or
 - (3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.
- This exclusion does not apply to:

- (a) "Property damage" arising out of work performed on your behalf by any contractor or sub-contractor; or
- (b) "Property damage" included within the "products-completed operations hazard".

- r. **Asbestos** - see **B. COMMON EXCLUSIONS**
- s. **Fungi or Spores** - see **B. COMMON EXCLUSIONS**
- t. **Nuclear Energy Liability** - see **B. COMMON EXCLUSIONS**
- u. **Pollution** - see **B. COMMON EXCLUSIONS**
- v. **Terrorism** - see **B. COMMON EXCLUSIONS**
- w. **War Risks** - see **B. COMMON EXCLUSIONS**
- x. **Cyber and Electronic Data** – see **B. COMMON EXCLUSIONS**

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or "action" that may result. But:
 - (1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C Medical Payments**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

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

2. Exclusions

This insurance does not apply to:

- a. **Knowing Violation of Rights of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published with Knowledge of Falsity**
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior to Policy Period**
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.
- e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the insured would have in the absence of the contract or agreement.
- f. **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality or Performance of Goods - Failure to Conform to Statements**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- i. **Infringement of Copyright, Patent, Trademark or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
However, this exclusion does not apply to infringement of copyright, trade dress or slogan, in your "advertisement".
- j. **Insureds in Media and Internet Type Businesses**
"Personal and advertising injury" committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of web sites for others; or
 - (3) An Internet search, access, content or service provider.



However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of "**Personal and advertising injury**" under **G. DEFINITIONS**.

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

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

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

l. Unauthorized Use of Another's Name or Product

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

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

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

n. Asbestos - see B. COMMON EXCLUSIONS

o. Fungi or Spores - see B. COMMON EXCLUSIONS

p. Nuclear Energy Liability - see B. COMMON EXCLUSIONS

q. Pollution - see B. COMMON EXCLUSIONS

r. Terrorism - see B. COMMON EXCLUSIONS

s. War Risks - see B. COMMON EXCLUSIONS

t. Cyber and Electronic Data - see B. COMMON EXCLUSIONS

Coverage C. Medical Payments

1. Insuring Agreement

a. We will pay medical expenses as described in Paragraph **b.** below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

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

b. We will make these payments regardless of fault. These payments will not exceed the applicable amount of insurance as described in **E. AMOUNTS OF INSURANCE**. We will pay reasonable expenses for:

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury on Normally Occupied Premises

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

d. Workers Compensation and Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **Coverage A. Bodily Injury and Property Damage Liability**.

h. Asbestos - see B. COMMON EXCLUSIONS

i. Fungi or Spores - see B. COMMON EXCLUSIONS

j. Nuclear Energy Liability - see B. COMMON EXCLUSIONS

k. Pollution - see B. COMMON EXCLUSIONS

l. Terrorism - see B. COMMON EXCLUSIONS

m. War Risks - see B. COMMON EXCLUSIONS

n. Cyber and Electronic Data - see B. COMMON EXCLUSIONS



Coverage D. Tenants' Legal Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. 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) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage D. Tenants' Legal Liability**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under

C. SUPPLEMENTARY PAYMENTS.

- b. This insurance applies to "property damage" only if:
- (1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "property damage" occurs during the policy period;
 - (3) The "property damage" is to premises of others rented to you or occupied by you; and
 - (4) Prior to the policy period, no insured listed under Paragraph 1. of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
- d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
 - (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

- a. **Expected or Intended Damage**
"Property damage" expected or intended from the standpoint of the insured.
- b. **Contractual Liability**
"Property damage" for which the insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the insured would have in the absence of the contract or agreement.
- c. **Asbestos** - see **B. COMMON EXCLUSIONS**
- d. **Fungi or Spores** - see **B. COMMON EXCLUSIONS**
- e. **Nuclear Energy Liability** - see **B. COMMON EXCLUSIONS**
- f. **Pollution** - see **B. COMMON EXCLUSIONS**
- g. **Terrorism** - see **B. COMMON EXCLUSIONS**
- h. **War Risks** - see **B. COMMON EXCLUSIONS**
- i. **Cyber and Electronic Data** - see **B. COMMON EXCLUSIONS**

B. COMMON EXCLUSIONS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability, Coverage C. Medical Payments and Coverage D. Tenants' Legal Liability)

This insurance does not apply to:

1. Asbestos

"Bodily injury", "property damage" or "personal and advertising injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.

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

2. Fungi or Spores

- a. "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction of, discharge of or other growth of any "fungi" or "spores" however



caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";

- b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with Paragraph **a.** above; or
- c. Any obligation to pay, share with or repay someone else who must pay "compensatory damages" or loss, cost or expense because of such injury or damage referred to in Paragraph **a.** or **b.** above.

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

Solely for the purpose of the following exception:

- (1) "Property damage" means physical injury to animals.
- (2) "Products-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 you intend "your product" to be:

- (a) Applied topically to; or
- (b) Ingested by; humans or animals.

3. Nuclear Energy Liability

- a. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- b. "Bodily injury", "property damage" or "personal and advertising injury" with respect to which an insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- c. "Bodily injury", "property damage" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from the:
 - (1) Ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an insured;
 - (2) 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) 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 contribute concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

4. Pollution

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (a) "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;
 - (b) "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
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any:
 - (a) Insured; or
 - (b) Person or organization for whom you may be legally responsible;
 - (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (a) "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;

- (b) "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
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

5. Terrorism

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

6. War Risks

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

7. Cyber and Electronic Data

"Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by you or others, arising directly or indirectly, in whole or in part, out of:

- a. "Cyber loss"; or
- b. The loss of, loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate "electronic data".

Paragraph a. of this exclusion does not apply to "bodily injury" or "property damage" arising out of a "cyber act" or a "cyber incident".

C. SUPPLEMENTARY PAYMENTS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability and Coverage D. Tenants' Legal Liability)

1. We will pay, with respect to any claim we investigate, any claim or "action" we settle, or any "action" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable amount of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to \$250 a day because of time off from work.
 - d. All costs assessed or awarded against you in the "action".
 - e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable amount of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable amount of insurance.

These payments will not reduce the amounts of insurance.
2. If we defend you against an "action" and your indemnitee is also named as a party to the "action", we will defend that indemnitee if all of the following conditions are met:
 - a. The "action" against the indemnitee seeks "compensatory damages" for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by you;
 - c. The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by you in the same "insured contract";
 - d. The allegations in the "action" and the information we know about the "occurrence" are such that no conflict appears to exist between your interests and the interests of the indemnitee;



- e. You and the indemnitee 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 you and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defence of the "action";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "action";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "action"; and
 - (b) 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 paragraph 2.b.(2) of **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 amounts of insurance.

Our obligation to defend your indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- (i) We have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverages A. Bodily Injury and Property Damage Liability, B. Personal and Advertising Injury Liability or D. Tenants' Legal Liability**, or medical expenses under **Coverage C. Medical Payments**; or
- (ii) The conditions set forth above, or the terms of the agreement described in Paragraph 2.f. above, are no longer met.

D. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership, limited liability partnership or joint venture, you are an insured. Your members or partners, and their spouses, are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors. Your shareholders are also insureds, but only with respect to their liability as your shareholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.
- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members or managers (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
 - (2) "Property damage" to property that is:
 - (a) Owned, occupied or used by,
 - (b) 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 or manager (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.



- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
- e. 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.
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:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage D. Tenants' Legal Liability** do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. **Coverage B. Personal and Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offence committed before you acquired or formed the organization.
4. Any person or organization with whom you have agreed to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" that arises out of "your work" or out of the ownership, maintenance or use of your premises.

The insurance provided to such person or organization does not apply to any:

 - a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to own, maintain or use such premises;
 - b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such person or organization; or
 - c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.
5. Any person or organization with whom you agree in a written equipment lease or rental agreement to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of the maintenance, operation or use by you of the equipment leased to you by such person or organization.

The insurance provided to such person or organization does not apply to any:

 - a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to lease the equipment;
 - b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such person or organization; or
 - c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

E. AMOUNTS OF INSURANCE

The Amounts of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
 - b. Claims made or "actions" brought; or
 - c. Persons or organizations making claims or bringing "actions".
1. **General Aggregate**

The most we will pay for the sum of all:

 - a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - b. "Compensatory damages" under **Coverage B. Personal and Advertising Injury Liability**; and
 - c. Medical expenses under **Coverage C. Medical Payments**;

is the General Aggregate Amount of Insurance shown in the Declarations.
 2. **Products-Completed Operations Aggregate**

The most we will pay for the sum of all "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" under **Coverage A. Bodily Injury and Property Damage Liability** is the Products-Completed Operations Amount of Insurance shown in the Declarations.
 3. **Each Occurrence**

Subject to Paragraph 1. or 2. above, whichever applies, the Each Occurrence Amount of Insurance shown in the Declarations is the most we will pay for the sum of:

 - a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability** because of all "bodily injury" and "property damage"; and
 - b. Medical expenses under **Coverage C. Medical Payments** because of all "bodily injury"; arising out of any one "occurrence".
 4. **Personal and Advertising Injury Liability**

Subject to Paragraph 1. above, the Personal And Advertising Amount of Insurance shown in the Declarations is the most we will pay under **Coverage B. Personal and Advertising Injury Liability** for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.
 5. **Medical Payments**

Subject to Paragraph 3. above, the Medical Payments – Any One Person Amount of Insurance shown in the Declarations is the most we will pay under **Coverage C. Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

6. Tenants' Legal Liability

The Tenants' Legal Liability – Any One Premises Amount of Insurance shown in the Declarations is the most we will pay under **Coverage D. Tenants' Legal Liability** for "compensatory damages" because of "property damage" to any one premises.

7. The amounts of insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the amounts of insurance.
8. When this policy and another policy written by us and issued to you apply or applied to the same claim or "action", the most we will pay for the sum of all amounts subject to the amounts of insurance is the highest amount that applies or applied to such claim or "action" under any one of those policies. However, this provision does not apply if the other policy that applies or applied is umbrella or excess insurance that was specifically purchased to apply in excess of the amounts of insurance shown in the Declarations.
9. **Deductible**
 - a. We will not make any payment under **Coverage A. Bodily Injury and Property Damage Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
 - b. We will not make any payment under **Coverage D. Tenants' Legal Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
 - c. The Deductible: Property Damage Liability amount shown in the Declarations applies as follows:
 - (1) **Per Claim**

If the Declarations show that the "property damage" deductible is on a Per Claim basis, the deductible amount applies:

 - (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization;
 - (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization.
 - (2) **Per Occurrence**

If the Declarations show that the "property damage" deductible is on a Per Occurrence basis, the deductible amount applies:

 - (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" because of "property damage" arising out of any one "occurrence";
 - (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" because of "property damage" at any one premises.
 - d. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "action" seeking those "compensatory damages"; and
 - (2) Your duties in the event of an "occurrence", claim or "action";apply irrespective of the application of any deductible amount.
 - e. 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 will promptly reimburse us for such part of the deductible amount as has been paid by us.
 - f. The Amount of Insurance shown in the Declarations will not be reduced by the amount of "compensatory damages" within a deductible.

F. COMMERCIAL GENERAL LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. **Duties In The Event Of Occurrence, Offence, Claim or Action**
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offence took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offence.
 - b. If a claim is made or "action" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "action" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "action" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or the defence against the "action"; and



(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this insurance to:

- a. Join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or
- b. Sue us on this insurance unless all of its terms have been fully complied with.

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

Every action or proceeding against an insurer for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Property insurance for "your work", such as Commercial Property, Builder's Risk, Installation Risk;
- (b) That is Property insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) If the loss arises out of the ownership, maintenance, use or entrustment to others of any watercraft or "automobile" to the extent not subject to either Paragraph e. or f. of **Coverage A. Bodily Injury and Property Damage Liability**.

- (2) Any other primary insurance available to the insured when the insured is added as an additional insured under any other policy.

When this insurance is excess, we will have no duty under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage D. Tenants' Legal Liability** to defend the insured against any "action" if any other insurer has a duty to defend the insured against that "action". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (1) Amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) Of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance condition and was not bought specifically to apply in excess of the amounts of insurance shown in the Declarations of this insurance.

c. Method of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this insurance in accordance with our rules and rates.

- b. Premium shown in this insurance as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Separation Of Insureds, Cross Liability

Except with respect to the amounts of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "action" is brought.

7. Transfer Of Rights Of Recovery Against Others To Us

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

G. DEFINITIONS

1. **"Abuse"** means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. **"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
 - a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; and
 - b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
4. **"Automobile"** means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Compensatory damages"** does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. **"Computer system"** includes the following (whether or not mobile or portable):
 - a. Computer, hardware or peripheral computer equipment;
 - b. Communication or control system;
 - c. Electronic machine, device or instrument;
 - d. Server, cloud or networking equipment;
 - e. Microcontroller or microprocessor;
 - f. Input, output, or data storage device; or
 - g. Software, applications, program, process or code;
 that is owned, leased, rented, operated or controlled by you or any other party.
8. **"Coverage territory"** means:
 - a. Canada and the United States of America (including its territories and possessions);
 - b. International waters or airspace, but only if the:
 - (1) "Bodily injury" or "property damage" is caused by an occurrence that takes place; or
 - (2) "Personal and advertising injury" is caused by an offence committed; in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of an insured person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offences that are committed through the Internet or similar electronic means of communication; provided that the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits in the territory described in Paragraph a. above or in a settlement we agree to.
9. **"Cyber act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
10. **"Cyber incident"** means any:
 - a. Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
 - b. Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
11. **"Cyber loss"**
 - a. Means any "cyber act" or "cyber incident".
 - b. Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
12. **"Electronic data"** means information, facts, concepts, programs, software or code that is:
 - a. Stored as or on;

- b. Created or used on; or
 - c. Transmitted in;
- a form to be used, accessed, processed, transmitted to or from or stored by a "computer system".
13. **"Employee"** includes a "leased worker" and a "temporary worker".
 14. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
 15. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
 16. **"Fungi"** includes 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.
 17. **"Hostile fire"** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
 18. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - (2) You fulfilling the terms of the contract or agreement.
 19. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of, or failure to render, the following services:
 - a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
 - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in Paragraphs **a.** and **b.** above.
 20. **"Insured contract"** means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - d. Any other easement agreement;
 - e. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
 - f. An elevator maintenance agreement;
 - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Paragraph **g.** does not include that part of any contract or agreement:
 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve:
 - (i) Maps, shop drawings, opinions, reports, surveys, field orders, change orders; or
 - (ii) Drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which you, if you or any of your "employees" is an architect, engineer or surveyor, assume liability for an injury or damage arising out of your rendering or failure to render "professional services", including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.
 21. **"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".
 22. **"Loading or unloading"** means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
 - b. While it is in or on an aircraft, watercraft or "automobile"; or
 - c. While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
 23. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
 24. **"Nuclear facility"** means:
 - a. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - b. Any equipment or device designed or used for:



(1) Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or

(2) Processing or packaging waste;

- c. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material";

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

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

26. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offences:

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

27. "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.

28. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) 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.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

29. "Professional services" includes:

- a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
- b. Any professional service or treatment conducive to health;
- c. Professional services of a pharmacist;
- d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
- f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropractic, hearing aid, optical or optometrical services or treatments;
- g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- h. Supervisory, inspection, architectural, design or engineering services;
- i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's, professional advice or activities;
- j. Any computer programming or re-programming, consulting, advisory or related services; or
- k. Claim, investigation, adjustment, appraisal, survey or audit services.

30. "Property damage" means:

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



- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
For the purposes of this insurance, "electronic data" is not tangible property.
31. **"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.
32. **"Spores"** includes any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
33. **"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.
34. **"Terrorism"** means an ideologically motivated unlawful act or acts, including the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.
35. **"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.
36. **"Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions with respect to such goods or products.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
37. **"Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such work or operations; and
 - (2) The providing of or failure to provide warnings or instructions with respect to such work or operations.