



SPORT & LEISURE BUSINESS POLICY

EVEREST

EVEREST INSURANCE COMPANY OF CANADA
LA COMPAGNIE D'ASSURANCE EVEREST DU CANADA

130 KING ST. WEST, SUITE 2620, TORONTO, ONTARIO M5X 1C7

Name and Address of Insured:

Canadian Football Officials Association
648 Richmond Street
Montréal, Quebec
H3W 2R9

Producer:

BFL CANADA Risk And Insurance Inc.
2001 McGill College, Suite 2200
Montreal, Quebec
H3A 1G1

Description of Operations: Professional Football Officials Association

Policy Period: From August 1, 2018 To August 1, 2019

Policy Number: E2SA000008

12:01 A.M. Local Time at the Address of the Named Insured

New/Renewal/Replacing: RENEWAL

DECLARATIONS

Insurance is afforded only with respect to those coverages specified or in schedules incorporated herein:

Division I	Property and Equipment Breakdown	NOT COVERED
Division II	Business Income	NOT COVERED
Division III	Inland Marine	NOT COVERED
Division IV	Participant Accident	NOT COVERED
Division V	Non-owned Automobile	INCLUDED
Division VI	Commercial General Liability	\$3,100.
Division VII	Crime	NOT COVERED
Division VIII	Umbrella	NOT COVERED
Division IX	Cyber One and Data Compromise	NOT COVERED

Premium: \$3,100.

In return for the payment of the premium, Everest Insurance Company of Canada agrees with the Named Insured to provide the insurance afforded by this policy. Everest Insurance Company of Canada has executed this policy, but it is valid only if countersigned by our authorized representative.

In witness whereof, this company has executed and attested those present; but this policy shall not be valid unless countersigned by a duly authorized representative of the Company, Everest Insurance Company of Canada.

For the purposes of the Insurance Companies Act (Canada), this document was issued in the course of Everest's insurance business in Canada.

Jonathan Zaffino
Chief Executive Officer
Everest Insurance Company

Lynn Der
Secretary
Everest Insurance Company
of Canada

August 27, 2018
Countersigned Date

DIVISION V

SCHEDULE OF COVERAGES - NON-OWNED AUTOMOBILE

NON OWNED AUTOMOBILE INSURANCE

LIMIT OF LIABILITY:

\$5,000,000.

(any one accident)

Forms:

EC LDA5002 - Non-Owned Automobile Insurance - (Quebec) - (Ed02/11)

Endorsements:

DIVISION VI

SCHEDULE OF COVERAGES – COMMERCIAL GENERAL LIABILITY

COVERAGE:

COMMERCIAL GENERAL LIABILITY:

LIMITS OF LIABILITY:

EACH OCCURRENCE LIMIT:	\$5,000,000.	
AGGREGATE LIMIT:	\$5,000,000.	(with respect to product-completed operations only)
PERSONAL & ADVERTISING INJURY LIABILITY LIMIT:	\$5,000,000.	(any one person/organization and aggregate)
MEDICAL EXPENSE LIMIT:	\$2,500.	(any one person)
	\$25,000.	(any one occurrence)
TENANTS LEGAL LIABILITY LIMIT:	\$250,000.	(any one premises)

APPLICANT IS: ORGANIZATION (OTHER THAN A PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

PREMIUM BASIS: FLAT
DEPOSIT PREMIUM: \$3,100.
ADJUSTMENT RATE: N/A

DEDUCTIBLE: \$1,000. ON BODILY INJURY/ PROPERTY DAMAGE/ EXPENSE
\$1,000. ON TENANTS LEGAL LIABILITY

Forms: EC LDA1000 - General Provisions - (Ed03/14)
EC LSL6030 - Commercial General Liability - Occurrence Based - (Ed02/11)

Endorsements: CGL-008 - Employers Bodily Injury Extension Ed02/11
CGL-009 - Voluntary Compensation for Employees Ed02/11
CGL-010 - Incidental Malpractice Injury Ed02/11
CGL-049 - Policies Issued in English for Insureds in Quebec Ed02/11



EVEREST
EVEREST INSURANCE COMPANY OF CANADA
LA COMPAGNIE D'ASSURANCE EVEREST DU CANADA

CGL-008

POLICY NUMBER: E2SA000008

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' BODILY INJURY COVERAGE EXTENSION ENDORSEMENT (Ed02/11)

**This endorsement modifies insurance provided under the following
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: August 1, 2018

at 12:01 A.M. standard time

Named Insured: Canadian Football Officials Association

This endorsement modifies insurance provided under the Commercial General Liability Form as follows:

1. Part I – Coverages, Coverage A. Bodily Injury and Property Damage Liability, 2.Exclusions d., e., and f. are deleted but only with respect to claims or “actions” because of “bodily injury” to a Canadian-domiciled “employee” of the Insured arising out of and in the course of employment by the Insured in the business described in the Schedule.
2. This extension of insurance does not apply to “bodily injury” to an “employee” while employed in violation of any law if the Named Insured or any “executive officer” of the Named Insured has actual knowledge of the violation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



CGL-009

POLICY NUMBER: E2SA000008

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTARY COMPENSATION FOR EMPLOYEES ENDORSEMENT (Ed02/11)

**This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: August 1, 2018

at 12:01 A.M. standard time

Named Insured: Canadian Football Officials Association

The Insurer agrees TO PAY VOLUNTARILY THE BENEFITS herein set out either to or on behalf of an "employee" of the Insured on account of "bodily injury" including death resulting therefrom, accidentally suffered by such "employee" and arising out of and in the course of employment by the Insured, whether or not such "bodily injury" could give rise to liability imposed by law upon the Insured.

PROVIDED HOWEVER THAT:

- (a) If the injured "employee" or any person claiming by, through or under the injured "employee" shall refuse to accept the Voluntary Compensation benefits offered under the provisions of the preceding paragraph, then the Insurer shall be permitted, at any time in its discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances the Insurer will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon, or any "action" instituted against the insured for damages for such injuries, such claim, demand or "action" shall be considered a refusal to accept such Voluntary Compensation benefits and such refusal shall abrogate in its entirety the Insurer's agreement to pay such Voluntary Compensation benefits. In such event the obligation of the Insurer as expressed in the other parts of the policy having reference thereto, shall be available to the Insured and shall be and remain the obligation of the Insurer as fully and completely as if this endorsement had not been written.
- (b) The benefits herein shall not be payable unless at the time of the accident the "employee" was engaged in duties coming within the scope of the business described in the Commercial General Liability Policy Declarations.
- (c) A full legal release of all claims of such "employee" or any person claiming by, through or under him, against the Insured is executed and delivered and that any rights of such "employee" or person against anyone other than the insured be subrogated and assigned in full (excluding all services available under any applicable provincial, state or federal health insurance act or regulation) to the Insurer;
- (d) The Insurer shall in no event be liable hereunder for any claims arising from hernia, however caused;

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- (e) The Insurer shall in no event be liable hereunder for any claims arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

DEFINITION

The term “weekly indemnity” referred to in this endorsement shall mean two-thirds of the “employee’s” weekly wage at the date of the accident, but not exceeding in any event the sum of one hundred dollars (\$100.00) per week.

SCHEDULE OF BENEFITS

Section 1 - Loss of Life:

In the event of death resulting from such “bodily injury” within a period of twenty-six (26) weeks after the date of the accident the Insurer will pay:

- (a) To dependents of the said “employee” who were wholly dependent upon the said “employee”, an amount equal to one hundred (100) times the “weekly indemnity” in addition to the benefits provided under Section 2 up to the date of death;
- (b) The actual funeral expenses not exceeding, however, the sum of five hundred dollars (\$500.00)

Section 2 - Temporary Total Disability:

If such “bodily injury” shall within fourteen (14) days from the date of the accident totally and continuously disable the “employee” and prevent the “employee” from performing any and every duty pertaining to any occupation or employment the Insurer will pay “weekly indemnity” for the period of such disability, or for twenty-six (26) weeks whichever is the less period.

Provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Section shall be payable for the first seven (7) days of such disability.

Section 3 - Permanent Total Disability

If within twenty-six (26) weeks from the date of the accident and as a direct result of such bodily injury the “employee” shall be deemed permanently and totally disabled, by medical evidence satisfactory to the Insurer, the Insurer will pay, in addition to the benefits provided under Section 2, “weekly indemnity” for a further period of one hundred (100) weeks.

Section 4 - Dismemberment Benefits:

If such “bodily injury” shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the “Schedule of Incapacities” the Insurer will pay “weekly indemnity” for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section 2, but in no event shall it be payable in addition to the benefits provided by Sections 1 and 3.

The total amount payable under this Section for one or more incapacities shall not exceed one hundred (100) times the “weekly indemnity”.



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SCHEDULE OF INCAPACITIES

Loss or Total Irrecoverable Loss of Use of:

		No. of weeks
DIVISION A		
1.	Arm	
	(a) at or above elbow; or	100
	(b) below elbow; or	80
2.	Hand at wrist; or	80
3.	(a) Thumb*	
	(1) at or above the second phalangeal joint; or	25
	(2) below the second phalangeal joint, involving a portion of the second phalange	18
	(b) Index Finger*	
	(1) at or above the second phalangeal joint; or	25
	(2) at or above the third phalangeal joint; or	18
	(3) below the third phalangeal joint, involving a portion of the third phalange	12
	(c) Any other Finger*	
	(1) at or above the second phalangeal joint; or	15
	(2) at or above the third phalangeal joint; or	8
	(3) below the third phalangeal joint, involving a portion of the third phalange	5

NOTE: For a combination of two or more of the incapacities marked with a * the total amount payable under this division shall not exceed eighty (80) times the weekly indemnity.

DIVISION B

1.	Leg	
	(a) at or above knee; or	100
	(b) below knee; or	75
2.	Foot at ankle; or	75
3.	(a) Great Toe*	
	(1) at or above the second phalangeal joint; or	15
	(2) below the second phalangeal joint, involving a portion of the second phalange	8
	(b) Any other Toe*	
	(1) at or above the second phalangeal joint; or	10
	(2) at or above the third phalangeal joint; or	5
	(3) below the third phalangeal joint, involving a portion of the third phalange	3

NOTE: For a combination of two or more of the incapacities marked with a * the total amount payable under this division shall not exceed thirty-five (35) times the weekly indemnity.

DIVISION C

(a)	One Eye; or	50
(b)	Both eyes	100

DIVISION D

(a)	Hearing of one ear; or	25
(b)	Hearing of both ears	100



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Section 5 - Medical, Surgical, Pharmaceutical and Hospital Expenses:

If such "bodily injury" shall necessitate medical or surgical treatment or confinement to hospital, the Insurer will pay IN ADDITION TO ALL OTHER BENEFITS provided in this endorsement:

- a) The cost of necessary medical, surgical, dental, pharmaceutical and hospital services (except those portions of such expenses payable or recoverable under any medical, surgical or hospitalization plan or law or under any other Insurance Policy or Certificate issued to or for the benefit of any person for whom indemnity is provided), in accordance with the scale of charges provided by the Workmen's Compensation Act in the Province in which the accident occurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and in addition
- b) The cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52) weeks from the date of the accident.

SPECIAL CONDITION

The Insurer shall have the right to examine the person of the injured "employee" when and as often as may be required while the claim is pending and also in the case of death of the injured "employee" to make an autopsy subject to any law of the Province relating to autopsies.

Nothing herein contained shall be held to vary, waive or extend any of the declarations, conditions, agreements or limitations of the policy to which this endorsement is attached, other than as stated above.

For the purpose of this endorsement only, the word "employee" shall not include a "leased employee" or a "temporary worker".

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CGL-010

POLICY NUMBER: E2SA000008

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL MALPRACTICE INJURY ENDORSEMENT (Ed02/11)

**This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: August 1, 2018

at 12:01 A.M. standard time

Named Insured: Canadian Football Officials Association

It is hereby understood and agreed that with respect to Part V – Definitions, 5. “Bodily Injury” is amended to include “incidental malpractice injury”.

“Incidental malpractice injury” means injury arising out of the rendering of or failure to render, during the “policy period”, the following services:

1. Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This amendment does not apply to:

- a. Expenses incurred by the Insured for first-aid to others at the time of accident;
- b. Any Insured engaged in the business or occupation of providing any of the services described under 1. and 2. above;
- c. Injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services under 1. and 2. above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



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CGL-049

POLICY NUMBER: E2SA000008

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICIES ISSUED IN ENGLISH FOR INSUREDS LOCATED IN THE PROVINCE OF QUÉBEC (Ed02/11)

**This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: August 1, 2018

at 12:01 A.M. standard time

Named Insured: Canadian Football Officials Association

Les parties ont consenti à ce que la présente convention et tous les documents connexes soient rédigés en langue anglaise seulement.

The Insured parties acknowledge that they have required that this policy agreement and all related documents be prepared in English.

Signataire de l'assuré/Insured Signature

Daté/Dated

S.V.P. SIGNER ET RETOURNER CETTE COPIE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Code of Consumer Rights and Responsibilities

Everest Insurance Company of Canada (herein after referred to as EICC) is committed to safeguarding your rights when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and EICC and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. EICC and our distribution networks, and governments also have important roles to play in ensuring that your rights are protected

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how EICC calculates price based on relevant facts.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

EICC will disclose its compensation arrangements with its distribution networks. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through brochures and websites, as well as through one-on-one meetings with your broker, agent, or company representative. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform EICC or broker or agent of any change in your circumstances.

Right to Complaint Resolution

EICC, its brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access EICC's complaint resolution process. EICC, your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact the independent General Insurance OmbudService (www.giocanada.org).

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by EICC to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that insurers are subject to Canada's privacy laws.



PRIVACY NOTICE

Our Privacy Policy and Commitment to Protecting Your Privacy

Everest Insurance Company of Canada respects your right to privacy and understands the importance of keeping the nonpublic personal information about you secure. We maintain certain policies to protect the confidentiality and security of your nonpublic personal information and have appropriate physical, electronic and procedural safeguards and security standards at our facilities to prevent access to your information by unauthorized third parties. Our privacy policy and procedures incorporate the provisions of the federal Personal Information Protection and Electronic Documents Act ('PIPEDA') for collection, use and disclosure of personal information.

How We Gather, Use and Disclose Your Information

Everest, through its agents and providers, collects information about you in order to provide you with the insurance products and services requested from us. We collect information that is necessary or relevant to our business. Much of this information is obtained directly from your broker or agent. The types of personal information that may be collected by Everest include, but is not limited to, the following:

- All information required for underwriting purposes including information contained in your completed application for coverage;
- Information required for claims handling and loss review purposes including medical and financial information.
- Information that may be obtained from third parties such as other insurance companies, independent claims adjuster, governmental agencies, and courts.

We may use your personal information to:

- Communicate with you;
- Assess your application for insurance including underwriting and pricing your policies;
- Verify your personal information with appropriate persons including government agencies, brokers, agents and other insurance companies;
- Conduct appraisals, evaluate and adjust claims;
- Detect and prevent fraud;
- Analyze business results and compile statistics for the industry;
- Act as required or authorized by law.

We do not disclose your nonpublic personal information except as otherwise permitted by law. By law, we are permitted to share personal information about you without your prior permission under certain circumstances and to certain persons, companies, organization and entities such as:

- Your agent or broker.
- Parties who perform a business, professional or insurance function for our company, including affiliated companies, agents, service providers and reinsurers.
- Independent claims adjusters, appraisers, solicitors, medical practitioners, investigators, auditors, accountants and lawyers who need the information to investigate, defend or settle a claim involving your insurance.
- Businesses that help us with data processing.
- Other insurance companies or agents as reasonably necessary in connection with any application, insurance policy or claim involving you.
- Law enforcement or other governmental authorities to protect our legal interests, and to authorized persons as ordered by subpoena, warrant or other court order, or as required by law.
- Insurance regulatory agencies in connection with regulation of our business.

Your Consent

We assume your consent for our company to use and disclose your nonpublic personal information, including such information in our possession prior to your application and prior to the January 01, 2004 effective date of 'PIPEDA', in an appropriate manner. You provide your consent in various ways, orally or in writing, directly or through intermediaries, including but not limited to, an agent or broker through the application process, through an adjuster or other representative. You may withdraw your implied consent at any time (subject to legal or contractual obligation and on providing us reasonable notice) by contacting our Privacy Officer. Please be aware that withdrawing your consent may prevent us from providing you with the requested product or service.

Retention

All personal information will be retained for as long as it is relevant or necessary and in accordance with our Records Retention policy or as required by the applicable laws. We will safeguard your nonpublic personal information with appropriate security measures against unauthorized access, loss, theft, modification, or improper use.

What We Will NOT do with Your Information

We do not sell customer information to anyone. We do not share customer information with organizations outside of our associated companies other than the aforementioned entities.

We Strive to Protect Your Personal Information

All employees, agents, independent brokers and suppliers who are granted access to customer records understand the need to keep this information protected and confidential. They know they are to use the information only for the purposes intended. This expectation is clearly communicated and reinforced.

We have also established physical and systems safeguards, along with the proper processes, to protect customer information from unauthorized access or use.

Everest will inform an individual of the existence, use and disclosure of his or her nonpublic personal information upon request and give the individual access to that information as required under the Personal Information Protection and Electronic Documents Act ("PIPEDA"). You may be able to challenge the accuracy and completeness of your information and have it amended as appropriate by confirming your identity and sending a written signed request to the address shown below.

If You Need More Information

For more information about our privacy policies and procedures, please contact our Privacy Officer, Lynn Der at:

Everest Insurance Company of Canada
The Exchange Tower
130 King Street West, Suite 2620
Toronto, Ontario
M5X 1C7

Telephone: 416.487.3900

Fax: 416.487.0311

[E-mail: lynn.der@everestcanada.com](mailto:lynn.der@everestcanada.com)



EVEREST

EVEREST INSURANCE COMPANY OF CANADA
LA COMPAGNIE D'ASSURANCE EVEREST DU CANADA

EVEREST COMPLAINT HANDLING PROTOCOL

Everest Insurance Company of Canada is committed to providing all of our customers with excellent customer service. On occasion a customer may feel they have not been treated fairly, or there may simply be a misunderstanding that needs to be resolved. Everest Insurance Company of Canada has implemented this Complaint Handling Protocol to ensure that customer complaints are dealt with in a fair and timely manner.

The first step is to discuss your complaint directly with the broker who arranged your policy. Explain your situation, outlining the concerns you may have and how you would like the matter resolved. Be as detailed as possible by providing information pertinent to the issue, including your policy or claim number.

If you are still dissatisfied with the response after speaking with your broker, you may submit your complaint to the Complaints Liaison Officer (“CLO”) for Everest Insurance Company of Canada in writing:

Complaints Liaison Officer
Everest Insurance Company of Canada
The Exchange Tower
130 King Street West, Suite 2620
Toronto, Ontario, M5X 1E3

Or, via electronic mail to consumercomplaints@everestcanada.com

Or, by phone at 416-487-3900

The CLO will review your concerns to ensure they have a full and proper understanding of your position. They will then investigate the situation, keeping you informed along the way and respond within 30 days from receipt of the written complaint. Once the investigation is complete, the CLO will notify you promptly of the proposed resolution.

If you feel we have not resolved your complaint satisfactorily you may contact the General Insurance OmbudService (“GIO”), which assists in the resolution of conflicts between insurance customers and their insurance companies. The contact information for the GIO is:

General Insurance OmbudService
10 Milner Business Court Suite
701 Toronto, Ontario
M1B 3C6
1-877-225-0446

For further information about the GIO, please visit their web site at <http://www.giocanada.org>

In Québec you may also utilize the services of Autorité des marchés financiers (“AMF”). If you feel Everest Insurance Company of Canada has not resolved your complaint satisfactorily, you may request to have a copy of the file sent to the AMF. The AMF will study your file and may recommend mediation, if appropriate and agreed to by both parties. The AMF can be reached at the following numbers:

Autorité des marchés financiers (AMF)
Montréal 514 395-0337
Québec City 418 525-0337
Toll-free 1 877 525-0337
FAX: 1 877 285-4378 (Toll Free)
<http://www.lautorite.qc.ca/en/index.html>



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CLAIMS NOTIFICATION

In the event of a claim, or as soon as any circumstances become known to the Named Insured which could give rise to a claim under this insurance, you should immediately report this to the Appointed Claims Representative named below. Subsequently you must confirm this in writing. Please refer to **Section 4. GENERAL CONDITIONS** which outlines more fully your duties in the event of a claim.

Appointed Claims Representative

Crawford Canada

200-123 Front Street West
Toronto, Ontario
M5J 2M2

Tel: 416-867-1188

After Hours Tel: 1-800-522-1380

[E-Mail: claims@everestcanada.com](mailto:claims@everestcanada.com)

GENERAL PROVISIONS

1. ASSIGNMENT

Assignment of this Policy shall not be valid except with the written consent of the Insurer.

2. PREMIUM

The provisional premium stated on the Declaration Page is an estimated premium only. Upon termination of this Policy the earned premium shall be computed in accordance with the Insurer's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the premium paid, the Insured named on the Declaration Page shall pay the excess to the Insurer; if less, the Insurer shall return to the Insured named on the Declaration Page the unearned portion paid by the Insured.

3. INSPECTION AND AUDIT

The Insurer or its duly appointed representative shall be permitted but not obligated to inspect the property and operations of the Insured named on the Declaration Page at any time. Neither the Insurer's rights to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured named on the Declaration Page or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. The Insurer may examine and audit the books and records of the Insured named on the Declaration Page at any time during the Policy period and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Policy.

4. WAIVER OF TERM OR CONDITION

No term or condition of this Policy shall be deemed to be waived by this Insurer in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or the investigation or adjustment of any claim under this Policy.

5. TERMINATION OF INSURANCE

This contract may be terminated in accordance with Statutory Condition 5 or, if applicable, General Condition 1. (2) of the Civil Code of the Province of Quebec, Title Fifth of Insurance (replaced 1974, Bill 7, s.2) subject to the following modifications:

- a. The Insurer agrees that where notice of termination is not personally delivered and termination is for any reason other than non-payment of premium, the Insurer will not terminate this contract without first giving to the Insured thirty days written notice of termination. The Insurer further agrees that, except in the Province of Quebec, such written notice of termination will be by registered mail addressed to the Insured at the latest post office address as notified to the Insurer.
- b. Except in the Province of Quebec, the thirty days mentioned in subcondition a. of this provision commences to run on the day following receipt of the registered letter at the post office to which it is addressed.
- c. In the Province of Quebec, the thirty days mentioned in subcondition a. of this provision commences to run from the date of receipt of the notice of termination at the Insureds latest known address.

6. NOTICE

Any written notice to the Insurer may be delivered at or sent by registered mail to the agent through whom this Policy was issued or to any branch of the Insurer in Canada. Written notice may be given to the Insured named on the Declaration Page by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the Insurer; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition, the expression "Registered" shall mean registered in or outside Canada. Notice to the first Insured named on the Declaration page shall constitute notice to all Insureds.

7. CONFORMITY WITH STATUTE

Where the terms of this Policy and forms attached hereto are in conflict with the statutes of the Province in which the property insured is located, such terms are hereby amended to conform to such statutes.

8. CANADIAN CURRENCY CLAUSE

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

9. LAWS OR REGULATIONS PROHIBITING COVERAGE

This insurance does not apply to the extent that any law or regulation including, but not limited to, economic or trade sanction prevents the Insurer from paying the claim.

DIVISION V
QUEBEC AUTOMOBILE INSURANCE POLICY
(Q.P.F. No.6 - Non-Owned Form)

Agent or Broker:

AS SHOWN IN THE SCHEDULE OF DIVISION V

Whereas an application has been made by the applicant (hereinafter called the Insured) to the Insurer for a contract of automobile insurance and the said application forms part of this contract of insurance and is as follows:

DECLARATIONS

Item

1. Full Name and Postal

Address of the Insured: AS SHOWN ON THE DECLARATION PAGE

INSURED IS AS SHOWN IN THE SCHEDULE OF DIVISION V

2. Policy Period

AS SHOWN ON THE DECLARATION PAGE

12:01 a.m. Standard Time at the Insured's address stated herein as to each of said dates.

3. The automobiles in respect of which insurance is to be provided are those not owned in whole or in part by, nor registered in the name of the Insured, used in the Insured's business of :

AS SHOWN IN THE SCHEDULE OF DIVISION V

4. The Insured's partners, officers, employees and agents as of the date of the application are as follows:

Location	Partners, officers and employees who regularly use automobiles not owned by the Insured in the Insured's business	All Other Partners, Officers and Employees	All Insured's Agents	
	Class "A1" Private Passenger	Class "A2" Commercial	Class "B"	Class "C"
	Number	Number	Number	Number
	AS KNOWN TO COMPANY			

5. Hired Automobiles - The automobiles hired by the Insured are as follows:

Type of Automobile	Estimated Cost of Hire
\$ AS KNOWN TO COMPANY	

The advance premium is subject to adjustment at the end of the Policy period as provided in the Policy.

6. The "automobiles operated under contract" on behalf of the Insured are as follows:

Type of Automobile and Description of Use	Estimated Contract Cost
\$	

AS KNOWN TO COMPANY

The advance premium is subject to adjustment at the end of the Policy period as provided in the Policy.

7. On the basis of the application submitted, insurance is hereby provided against one or more of the perils mentioned in this item, but for insurance under the section(s) or subsection(s) for which a premium is specified in this item and no other and upon the terms, conditions, provisions, definitions and exclusions of this Policy and for the following specified limit(s) and amount(s).

Insuring Agreements	Perils	Limit	
SECTION A Third Party Liability	Legal liability for bodily injury to or death of any person or damage to property of others not in the care, custody or control of the Insured	\$ SEE DIVISION V SCHEDULE OF COVERAGES	(Exclusive of interest and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.
Endorsements			
Minimum Retained Premium: \$ INCLUDED			

8. Has any Insurer cancelled, declined or refused to renew or issue automobile insurance to the Insured within the three years preceding this Policy? If so, state name of Insurer.

AS KNOWN TO COMPANY

Injury to Persons	Damage to Property of Others
AS KNOWN TO COMPANY	AS KNOWN TO COMPANY

9. State particulars of all accidents or claims arising out of the use or operation in the Insured's business of non-owned automobiles by the Insured within the three years preceding this Policy.

10. All the statements herein are true and the Insured hereby acknowledges that this Policy has been issued on the basis thereof.

11. Any misrepresentation or deceitful concealment on the part of the Insured in connection with facts known to it and likely to materially influence a reasonable Insurer in the setting of the premium and the appraisal of the risk or the decision to cover it, nullifies the contract at the instance of the Insurer, even for losses not connected with the risks so misrepresented.

Agent or Broker

at

AGREEMENTS

This Policy is subject to the Civil Code of Lower Canada, the Insurance Act and regulations, and has been approved by the Inspector General of Financial Institutions.

INSURING AGREEMENT

Now, therefor, in consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms and conditions, provisions, definitions and exclusions herein stated.

SECTION A – Third Party Liability

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

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

provided always the Insurer shall not be liable under this Policy:

1. except where the Automobile Insurance Act does not apply, for bodily injury or death covered under the said act, the Workmen's Compensation Act or the Crime Victims Compensation Act; nor
2. for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; nor
3. for any liability imposed upon any person insured by this Policy by any Worker's Compensation Law; nor
4. for loss or damage sustained by the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured, except as provided under a direct compensation agreement established in accordance with the aforementioned Automobile Insurance Act; nor Workmen's Compensation Law; nor
5. for any liability assumed voluntarily by any person insured by this Policy under any contract or agreement but this exclusion does not apply to that part of any contract or agreement pertaining to the business of the Insured under which the Insured assumes tort liability of another to pay compensatory damages because of bodily injury or property damage to a third person or

organization, if the contract or agreement is made prior to the bodily injury or property damage. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; nor

6. for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; nor
7. for any amount in excess of the limit stated in Item 7 of the Declarations, and expenditures provided for in the Additional Agreements of this Policy; nor
8. for any loss or damage resulting from bodily injury to or death of any person or damage to property arising out of a nuclear energy hazard and in excess of the compulsory amount of insurance prescribed by the aforementioned Automobile Insurance Act.

See also general provisions, definitions, exclusions and conditions of this Policy.

ADDITIONAL AGREEMENTS

Where indemnity is provided by this Section the Insurer further agrees:

1. the indemnity shall be applied first to the protection of the Named Insured and the remainder, if any, to the protection of the other persons entitled to indemnity under the terms of this Section; and
2. immediately upon receipt of notice of loss or damage caused to persons or property, to serve any person insured by this Section by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
3. to defend in the name and on behalf of any person insured by this Section and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
4. to pay all costs taxed against any person insured by this Section in any civil action defended by the Insurer and any interest accruing as from the date of the action upon that part of the judgment which is within the limits of the Insurer's liability; and
5. in case the injury be to a person, to reimburse any person insured by this Section for outlay for such medical aid as may be immediately necessary at the time of such injury; and
6. that the Insurer shall be liable up to the minimum limit(s) prescribed for that Province or Territory of Canada or that State of the United States of America in which the accident

occurred, if that limit(s) is higher than the limit stated in Section A of Item 7 of the Declarations; and

7. not to set up any defense to a claim that might not be set up if the Policy were a motor vehicle liability Policy issued in the Province or Territory of Canada or in the State of the United States of America in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this Section, every person Insured:

1. constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any Province or Territory of Canada or in any State of the United States of America in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
2. shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the insurer would not otherwise be liable to pay under this Section.

GENERAL PROVISIONS AND DEFINITIONS

1. Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured, who, with the consent of the owner of the automobile involved: a) and in the business of the Insured stated in Item 3 of the Declarations, personally drives any automobile not owned in whole or in part by or registered in the name of (1) the Insured, or (2) such additional Insured Person, or (3) any person in the household(s) of which the Insured or such additional Insured Person is a member; b) any automobile rented or hired in the name of the Insured and not owned in whole or in part by or registered in the name of such partner, officer or employee.

2. Territory

This Policy applies only to the use or operation of automobiles within Canada, the United States of America or upon a vessel plying between parts thereof.

3. Hired Automobiles Defined

The term "hired automobiles" as used in this Policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of

the Declarations but shall not include any automobile owned in whole or in part by or registered in the name of the Insured or any partner, officer or employee of the Insured.

4. Automobiles Operated Under Contract Defined

The term “automobiles operated under contract” as used in this Policy shall mean automobiles operated in the business of the Insured stated in Item 3 of the Declarations where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or registered in the name of the Insured, any partner, officer or employee of the Insured.

5. Two or More Automobiles

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

6. Premium Adjustment

The advance premium stated in Item 5 of the Declarations is computed on the estimated total “cost of hire” for the Policy period. The words “cost of hire” as used herein mean the entire amount incurred for “hired automobiles” and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured.

The advance premium stated in Item 6 of the Declarations is computed on the estimated total “contract cost” for the Policy period. The words “contract cost” as used herein mean the entire amount paid by the Insured for “automobiles operated under contract” to the owners thereof.

The advance premiums are subject to adjustment at the end of the Policy period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for “cost of hire” and “contract cost” during the Policy period. If such amounts exceed the estimates stated in the Declarations, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the minimum retained premiums stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured insofar as they relate to the premium basis or the subject matter of this Policy.

7. Nuclear Energy Defined

In this Policy, unless otherwise indicated by the context, “nuclear energy hazard” means the radioactive, toxic, explosive or other hazardous properties of prescribed substances under the Atomic Energy Control Act (Canada).

CONDITIONS

1. Misrepresentation

Any misrepresentation or deceitful concealment on the part of the Insured in connection with facts known to it and likely to materially influence a reasonable Insurer in the setting of the premium and the appraisal of the risk or the decision to cover it, nullifies the contract at the instance of the Insurer, even for losses not connected with the risks so misrepresented.

In the absence of bad faith however, the Insurer is liable for the risk in the proportion that the premium collected bears to that which it should have collected, except where it is established that it would not have covered the risk if it had known the true facts.

2. Material Change in Risk

The Insured must promptly advise the Insurer of any increase in the risk specified in the contract or that resulting from events within his control and which is likely to materially influence a reasonable Insurer in the setting of the rate of premium, the appraisal of the risk or the decision to continue to insure it. The Insurer may then cancel the contract or propose in writing a new rate of premium which the Insured must accept and pay within thirty (30) days of its receipt, failing which the Policy ceases to be in force.

Failure on the part of the Insured to meet his obligation under the preceding sub-paragraph entails the same penalties as those provided in Condition 1 in respect of misrepresentations.

3. Breach of Warranty

A breach of warranty aggravating the risk suspends the coverage. The suspension ceases when the Insurer has acquiesced or the breach had been remedied.

4. Prohibited Use

The Insured shall not drive or operate the automobile nor permit, suffer, allow or connive at the use of the automobile by others:

a. Unauthorized Driver

Unless the driver is for the time being either authorized by law or qualified to drive or operate the automobile, or while the driver is under the age of sixteen years or under such other age as is prescribed by law; nor

b. Prohibited Trade

For any illicit or prohibited trade or transportation; nor

c. Racing

In any race or speed test.

5. Inspection of Automobile

The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.

6. In the Event of Accident or Claim

a. Loss or Damage to Third Parties

- 1) The Insured shall promptly give to the Insurer notice, with all available particulars, of any accident involving loss or damage to persons or property, and of any claim made on account of accident; shall verify by affidavit or Statutory Declaration, if required by the Insurer, that the claim arises out of the operation or use of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured by this Policy, and shall forward immediately to the Insurer every writ, letter, document or advice received by the Insured from or on behalf of the claimant.
- 2) The Insured shall not voluntarily assume any liability or settle any claim except at his own cost. The Insured shall not interfere in any negotiations for settlement or in any legal proceeding, but whenever requested by the Insurer, shall aid in securing information and evidence and the attendance of any witness, and shall cooperate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the persecution of any appeal.

b. Loss or Damage to the Automobile

- 1) Upon the occurrence of loss of or damage to the automobile, the Insured or any interested person shall, if the loss or damage is covered by this Policy:
 - a) forthwith give notice thereof to the Insurer, with fullest information obtainable at the time, and shall at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the Insurer, except such repairs as are immediately necessary for the protection of the automobile from

further loss or damage, or until the Insurer has had a reasonable time to make the examination provided for in Condition 5.

- b) Deliver to the Insurer within ninety days of the date of the loss or damage a Statutory Declaration stating, so far as the Insured knows or believes, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile, and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the Insured.
- 2) The Insured shall submit to examination under oath, and shall produce for examination, at such reasonable place as is designated by the Insurer or its representative, all documents in the Insured's possession or control which relate to the matters in question, and shall permit extracts and copies thereof to be made.

7. Manner of Payment – Loss or Damage to the Automobile

The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of such part at the time of loss or damage not exceeding the maker's last list price.

In the event of a total or constructive total loss, the Insurer agrees, at the option of the Insured and subject to supporting evidence, to cover reasonable expenses incurred to restore the automobile to the same condition as it was before the loss.

Except where an appraisal has been made, the Insurer, instead of making payment may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven days after the receipt of the proofs of loss.

In all cases, there can be no abandonment of the property damaged or lost to the Insurer without its consent; in the event of the Insurer exercising such option, the salvage, if any, shall revert to it.

8. In Case of Disagreement

In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, such questions shall be determined by appraisers before recovery can be had under this Policy, whether the right to recover on this Policy is disputed or not, and independently of

all other questions.

The Insured and the Insurer shall each select one appraiser, and the two so chosen shall then select a disinterested umpire. Thereafter the two appraisers together shall estimate or

appraise the loss or damage, stating separately sound value and damage, or determine the adequacy of such repairs or replacements, and, failing to agree, shall submit their differences to the umpire.

In case either party fails to name an appraiser within seven clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an umpire within fifteen days after their appointment, or in case an appraiser or umpire refuses to act or is incapable of acting, or dies, a judge of a court having jurisdiction in the county or district in which the appraisal is to be made may appoint such appraiser or umpire on the application of the Insured or of the Insurer. The award shall be made in writing by the two appraisers, or by one appraiser and the umpire. For the surplus, the procedure provided in Sections 940 to 952 of the Quebec Code of Civil Procedure shall apply *mutatis mutandis*.

Each party shall pay the appraiser selected by him, and shall bear equally the other expenses of the appraisal and of the umpire.

9. Waiver

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to appraisal or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.

10. Time of Payment of Insurance Money

Claims under Section B shall be paid within 60 days after receipt of notice of loss or of information or proof of loss required by the Insured or, where an appraisal is held under Condition 8, within fifteen days after award is accepted by the Insured.

11. When Action May be Brought

The Insured may not bring an action to recover the amount of a claim under this Policy unless the requirements of Condition 6 have been complied with nor until the amount of the loss has been ascertained as therein provided, or by agreement between the parties with the written consent of the Insurer.

12. Limitation of Actions

Every action or proceeding against the Insurer under the Policy in respect to loss of or damage to the automobile shall be commenced within three years from the time the right of action arises and in respect to loss or damage to persons or property within one year next after the issue of the Insured's liability is decided by judgment or agreement, subject to limitation of action

imposed bylaw, and not afterwards.

13. Who May Give Notice and Proofs of Claim

Notice of claim may be given and proofs of claim may be made by the Agent of the Insured named in this Policy in case of absence or inability of such Insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, or in the like case, or if such Insured refuses to do so, by a person to whom any part of the insurance money is payable.

14. Fraud or False Statements

Any deceitful representation invalidates the rights of the person making it to any indemnity related to the risk so misrepresented.

15. Transfer of Claim

Upon payment of the loss or an assumption of liability by the Insurer therefor, the Insured shall, to the extent of such payment made or liability assumed, transfer to the Insurer all rights of recovery against any other party, except any member of the Insured's household, and shall execute all documents properly required by the Insurer to secure it to such rights.

16. Other Insurance

a. Subject to Subsections c. and d. of this condition, if an Insured under this Policy has or places any additional or other valid insurance of his interest in the subject matter of the Policy, or any part thereof, the Insurer shall be liable only for its rateable proportion of any loss or damage.

b. Rateable proportion

“Rateable proportion” means (a) if there are two Insurers liable and each had the same Policy limits, each of the Insurers shall be liable to share equally, and (b) if there are two insurers liable with different Policy limits, the Insurers shall be liable to share equally up to the limit of the smaller Policy limit, and (c) if there are more than two Insurers liable, (a) and (b) shall apply mutatis mutandis.

c. Owner's Policy

Insurance under a contract evidenced by a valid owner's Policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the contract and within the description or definition thereof in the Policy, a first loss insurance, and insurance attaching under any

other valid motor vehicle liability Policy is excess insurance only.

d. Garage Owner's Policy

Notwithstanding Subsection c. of this condition insurance under a valid third party liability Policy, not describing the specific automobile(s) insured, and issued to the owner of a business engaged in selling, repairing, maintaining, storing, servicing or parking automobiles, shall, in respect to non-owned or customer's automobiles while being used, operated or worked upon in the course of such business, be a first loss insurance and insurance attaching under any other valid motor vehicle Policy shall be excess insurance only.

17. Renewal of Policy

The Insurance contract is renewed of right, for the same premium and for the same period, at expiry, unless notice to the contrary is given by the Insurer or the Insured; if given by the Insurer, the notice of non-renewal or of a change in the premium shall be sent to the Insured, at his last known address, not later than the thirtieth day preceding the day of maturity, counting that date.

Where the Insured deals through a broker, the notice provided for in the first paragraph is sent by the Insurer to the broker, the latter being entrusted to remit it to the Insured.

18. Cancellation

- a. This Policy may be cancelled at any time at the request of the Insured named therein, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the premium earned for the time the Policy has been in force, on the basis of the table appearing hereunder, except that the Insurer shall, in no event, retain less than the minimum retained premium specified in the Declarations.
- b. The Insurer may cancel a contract within sixty days after its coming into force by a mere notice to the Insured; in such case, the contract is terminated fifteen days after such notice is received.

At the expiry of such period of sixty days, an insurance contract shall not be cancelled by the Insurer except in the case of an aggravation of risk which is likely to materially influence a reasonable Insurer in the decision to continue to insure, or when the premium has not been paid.

The Insurer so wishing to cancel the contract shall notify the Insured in writing; the cancellation has effect thirty days after such notice is received.

The Insurer shall refund the excess of paid premium beyond the pro rata premium for the expired time. Repayment of excess premium 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.

In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer or its agent, and does not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the Insured.

19. Notice

Any written notice to the Insurer may be delivered or sent by registered or certified post to the Insurer or its authorized representative. Written notice may be given to the Insured named in this Policy by letter personally delivered to the Insured or by letter addressed to the Insured at his latest post office address as notified to the Insurer.

COMMERCIAL GENERAL LIABILITY POLICY

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

The word “Insured” means any person or organization qualifying as such under Part II – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning and are defined in Part V - Definitions.

In return for the payment of the premium, and subject to all the terms of this policy, the Insurer agrees with the Named Insured to provide insurance as stated in this policy.

Part I – COVERAGES

COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as “compensatory damages” because of “bodily injury” or “property damage” to which this insurance applies. 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. This insurance applies only to “bodily injury” and “property damage” which occurs during the policy period. The “bodily injury” or “property damage” must be caused by an “occurrence”. The “occurrence” must take place in the “coverage territory”. The Insurer will have the right and duty to defend an “action” seeking those damages. But:
 - 1) The amount the Insurer will pay for “compensatory damages” is limited as described in Part III – LIMITS OF INSURANCE;
 - 2) The Insurer may investigate and settle any claim or “action” at the Insurer’s discretion; and
 - 3) The Insurer’s right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
- b. “Compensatory damages” because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.
- c. “Property damage” that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the “occurrence” that caused it.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any "employee" authorized by the Named Insured to give or receive notice of an "occurrence" or claim:
- 1) Reports all, or any part, of the "bodily injury" or "property damage" to the Insurer or any other insurer;
 - 2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or
 - 3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

- a. "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. "Bodily injury" or "property damage" for which the Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":
 - 1) That the Insured would have in the absence of the contract or agreement; or
 - 2) Assumed in a contract or agreement that is an "insured contract", provided that 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:
 - a) Liability to such party for, or at the cost of, that party's defence has also been assumed 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. Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. "Bodily injury" to

1) An "employee" of the Insured arising out of and in the course of:

a) Employment by the Insured; or

b) Performing duties related to the conduct of the Insured's business; or

2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph 2.d.1) above.

This exclusion applies:

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

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

This exclusion does not apply:

a) To liability assumed by the Insured under an "Insured contract"; or

b) To employees on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers' compensation law.

e. "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" owned or operated by or on behalf of or rented or loaned to any insured. Use includes operation and "loading or unloading". 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 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 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 rented or loaned to any insured.

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" 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) 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, but this exception does not apply when such equipment is used for the purpose of "loading or unloading".
- f. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, "loading or unloading", or entrustment to others, by or on behalf of any Insured of:
- 1) Any "aircraft", air cushion vehicle or watercraft owned or operated by or rented or loaned to any Insured; or
 - 2) Any premises for the purpose of an airport or "aircraft" landing area and all operations necessary or incidental thereto.

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:

- 1) A watercraft while ashore on premises the Named Insured owns or rents;
- 2) A watercraft that the Named Insured does not own that is:
 - a) Less than 8 metres long; and
 - b) Not being used to carry persons or property for a charge; or
- 3) "Bodily injury" to an employee of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers compensation law.

g. "Property damage" to:

- 1) Property owned or occupied by, or rented or loaned to, any Insured;
- 2) Premises any Insured sells, gives away or abandons, if the “property damage” arises out of any part of those premises;
- 3) Property in the care, custody or control of any Insured;
- 4) That particular part of real property on which any Insured or any contractor or subcontractor working directly or indirectly on any Insured’s behalf is performing operations, if the “property damage” arises out of those operations; or
- 5) That particular part of any property that must be restored, repaired or replaced because “the Named Insured’s work” was incorrectly performed on it.

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

Paragraph 3), 4), and 5) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 5) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

- h. “Property damage” to “the Named Insured’s product” arising out of such products or any part of such products.
- i. “Property damage” to “the Named Insured’s work” arising out of it or any part of it and included in the “products-completed operations hazard”.

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

- j. “Property damage” to “impaired property” or property that has not been physically injured, arising out of:
 - 1) A defect, deficiency, inadequacy or dangerous condition in “the Named Insured’s product” or “the Named Insured’s work”; or
 - 2) A delay or failure by any Insured or anyone acting on any Insured’s behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “the Named Insured’s product” or “the Named Insured’s work” after it has been put to its intended use.

k. “Compensatory damages” claimed for any loss, cost or expense incurred by any Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 1) “The Named Insured’s product”;
- 2) “The Named Insured’s work”; or
- 3) “Impaired property”;

if such product, work, or property 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. “Property damage” arising out of:

- 1) The use of explosives for blasting, unless used in conjunction with film production; or
- 2) Vibration from pile driving or caisson work, unless used in conjunction with film production; or
- 3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise, unless used in conjunction with film production.

This exclusion does not apply:

- 1) To “property damage” arising out of work performed on the Named Insured’s behalf by any contractor or subcontractor; or
- 2) To “property damage” included within the “products-completed operations hazard”.

m. Liability for:

- 1) Erasure, destruction, corruption, misappropriation, misinterpretation of “data”; or
- 2) Erroneously creating, amending, entering, deleting or using “data”,

and any loss of use arising therefrom.

n. "Bodily injury" arising out of “personal and advertising injury”.

o. Asbestos – See Common Exclusions.

p. Fungi and Fungal Derivatives – See Common Exclusions.

q. Nuclear Liability – See Common Exclusions.

- r. Pollution – See Common Exclusions.
- s. Professional Liability – See Common Exclusions.
- t. Terrorism – See Common Exclusions.
- u. War Risks – See Common Exclusions.

COVERAGE B. PERSONAL and ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as “compensatory damages” because of “personal and advertising injury” to which this insurance applies. The Insurer will have the right and duty to defend any “action” seeking those “compensatory damages”. The Insurer will have no duty to defend any Insured against any "action" seeking "compensatory damages" for "personal and advertising injury" to which this insurance does not apply. The Insurer may, at its discretion, investigate any offense and settle any claim or "action" that may result. But:
 - 1) The amount the Insurer will pay for “compensatory damages” is limited as described in Part III - LIMITS OF INSURANCE;
 - 2) The Insurer may investigate and settle any claim or “action” at the Insurer’s discretion; and
 - 3) The Insurer’s right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation to pay sums or perform acts or service is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D.

- b. This insurance applies to “personal and advertising injury” caused by an offence arising out of the Named Insured’s business but only if the offence was committed in the “coverage territory” during the policy period.

2. Exclusions

This insurance does not apply to:

- a. “Personal and advertising injury”:
 - 1) 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”;

- 2) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
 - 3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - 4) Arising out of a criminal act committed by or with the consent of the Insured;
 - 5) 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.
 - 6) Arising out of breach of contract, except an implied contract to use another’s advertising idea in the Named Insured’s “advertisement”;
 - 7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the Named Insured’s “advertisement”;
 - 8) Arising out of the wrong description of the price of goods, products or services stated in the Named Insured’s “advertisement”;
 - 9) An offense committed by an Insured whose business is advertising, broadcasting, publishing or telecasting;
 - 10) Arising out of an electronic chatroom or bulletin board that any Insured hosts, owns, or over which any Insured exercises control;
 - 11) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in the Named Insured’s “advertisement” of copyright, trade dress or slogan; or
 - 12) Arising out of the unauthorised use of another’s name or product in the Named Insured’s e-mail address, domain name or metatag, or any other similar tactics to mislead another’s potential customers.
- b. Asbestos – See Common Exclusions.
- c. Fungi and Fungal Derivatives – See Common Exclusions.
- d. Nuclear Liability – See Common Exclusions.
- e. Pollution – See Common Exclusions.
- f. Professional Liability – See Common Exclusions.
- g. Terrorism – See Common Exclusions.

- h. War Risks – See Common Exclusions.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- a. The Insurer will pay medical expenses as described below for “bodily injury” caused by an accident:
 - 1) On premises the Named Insured owns or rents;
 - 2) On ways next to premises the Named Insured owns or rents; or
 - 3) Because of the Named Insured’s operations;provided that:
 - 1) The accident takes place in the “coverage territory” and during the policy period;
 - 2) The expenses are incurred and reported to the Insurer within one year of the date of the accident; and
 - 3) The injured person submits to examination, at the Insurer’s expense, by physicians of the Insurer’s choice as often as the Insurer reasonably requires.
- b. The Insurer will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. The Insurer will pay reasonable expenses for:
 - 1) First aid at the time of an accident;
 - 2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - 3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

The Insurer will not pay expenses for “bodily injury”:

- a. To any Insured, except “volunteer workers”;
- b. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured;
- c. To a person injured on that part of premises the Named Insured owns or rents that the person normally occupies;

- d. To a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law;
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests;
- f. The payment of which is prohibited by law;
- g. Included within the "products-completed operations hazard"; or
- h. Excluded under Coverage A.

COVERAGE D. TENANTS' LEGAL LIABILITY

1. Insuring Agreement

The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. 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. This insurance applies only to "property damage" to premises owned or rented to the Named Insured, or occupied by the Named Insured. This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". The Insurer will have the right and duty to defend any "action" seeking those "compensatory damages" but:

- a. The amount the Insurer will pay for "compensatory damages" is limited as described in Part III – LIMITS OF INSURANCE;
- b. The Insurer may investigate and settle any claim or "action" at the Insurer's discretion; and
- c. The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.

2. Exclusions

This insurance does not apply to:

- a. "Property damage" expected or intended from the standpoint of the Insured.

- b. "Property damage" for which the Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement other than a lease of premises. This exclusion does not apply to liability for "compensatory damages" that the Insured would have in the absence of the contract or agreement.
- c. Asbestos – See Common Exclusions.
- d. Fungi and Fungal Derivatives – See Common Exclusions.
- e. Nuclear Liability – See Common Exclusions.
- f. Pollution – See Common Exclusions.
- g. Professional Liability – See Common Exclusions.
- h. Terrorism – See Common Exclusions.
- i. War Risks – See Common Exclusions.

COMMON EXCLUSIONS – COVERAGES A, B, C and D

This insurance does not apply to:

1. Asbestos

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

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 and Fungal Derivatives

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

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

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

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" or "property damage" 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" or "property damage" resulting directly or indirectly from the nuclear energy hazard arising from:
 - 1) The ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - 2) The furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of a nuclear facility;
 - 3) The possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this exclusion:

- a) The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- b) The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate

as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;

c) The term “nuclear facility” means:

- 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;
- 2) Any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
- 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;
- 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.

d) The term “fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

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

4. Pollution

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

- 1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - i. “Bodily injury” if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or

equipment that is used to heat water for personal use, by the building's occupants or their guests;

- ii. "Bodily injury" or "property damage" for which the Insured may be held liable, if the Insured is a contractor and the owner or lessee of such premises, site or location has been added to this policy as an additional insured with respect to the Insured's 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, rented or loaned to, any insured, other than that additional insured; or
 - iii. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- 2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - 3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - i. Any insured; or
 - ii. Any person or organization for whom the Insured may be legally responsible; or
 - 4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - i. "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - ii. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the Insured or on the Insured's behalf by a contractor or subcontractor; or

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

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

5. Professional Liability

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

6. 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".

7. 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”.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

The Insurer will pay, with respect to any claim or “action” the Insurer defends:

- 1) All expenses the Insurer incurs.
- 2) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds.
- 3) All reasonable expenses incurred by the Insured at the Insurer’s request to assist the Insurer in the investigation or defence of the claim or “action”, including actual loss of earnings up to \$250 a day because of time off from work.
- 4) All costs assessed or awarded against the Insured in the “action”.
- 5) Prejudgement interest awarded against the Insured on that part of the judgement the Insurer pays. If the Insurer makes an offer to pay the applicable limit of insurance, the Insurer will not pay any prejudgement interest based on that period of time after the offer.
- 6) All interest on the full amount of any judgement that accrues after entry of the judgement and before the Insurer has paid, offered to pay, or deposited in court the part of the judgement that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

Part II – WHO IS AN INSURED

- 1) If the Named Insured designated in the Declarations is:
 - a) An individual, the Named Insured and his or her spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
 - b) A partnership, limited liability partnership or joint venture, the Named Insured is an Insured. The Named Insured’s members, partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured’s business.
 - c) A limited liability company, the Named Insured is an Insured. The Named Insured’s members are also Insureds, but only with respect to the conduct of the Named Insured’s business. The Named Insured’s managers are also Insureds, but only with respect to their duties as the Named Insured’s managers.
 - d) An organization other than a partnership, limited liability partnership, joint venture or limited liability company, the Named Insured is an Insured. The Named Insured’s

“executive officers” and directors are Insureds, but only with respect to their duties as the Named Insured’s “executive officers” or directors. The Named Insured’s stockholders are also Insureds, but only with respect to their liability as stockholders of the Named Insured.

- e) A trust, the Named Insured is an Insured. The Named Insured’s trustees are also Insureds, but only with respect to their duties as trustees of the Named Insured.

2) Each of the following is also an Insured:

- a) The Named Insured’s “volunteer workers” only while performing duties related to the conduct of the Named Insured’s business, and the Named Insured’s “employees” other than either the Named Insured’s “executive officers” (if the Named Insured is an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or the Named Insured’s managers (if the Named Insured is a limited liability company), but only for acts within the scope of their employment by the Named Insured or while performing duties related to the conduct of the Named Insured’s business. However, none of these “employees” or “volunteer workers” are insureds for:

(1) “Bodily injury” or “personal and advertising injury”:

- (a) To the Named Insured, to 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” while in the course of his or her employment or performing duties related to the conduct of the Named Insured’s business, or to the Named Insured’s other “volunteer workers” while performing duties related to the conduct of the Named Insured’s business;
- (b) To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share “compensatory damages” with or repay someone else who must pay “compensatory damages” because of the injury described in Paragraphs (1)(a) or (b) above;
- (d) Arising out of his or her providing or failing to provide professional health care services; or
- (e) To any person who at the time of injury is entitled to benefits under any workers’ compensation or disability benefits law or a similar law; or

(2) “Property damage” to property:

- (a) Owned, occupied or used by, or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

the Named Insured, any of the Named Insured's "employees", "volunteer workers", any partner or member (if the Named Insured is a partnership, limited liability partnership or joint venture), or any member (if the Named Insured is a limited liability company).

- b) Any person (other than the Named Insured's employees or "volunteer workers"), or any organization while acting as the Named Insured's real estate manager.
 - c) Any person or organization having proper temporary custody of the Named Insured's property if the Named Insured dies, but only:
 - 1. With respect to liability arising out of the maintenance or use of that property; and
 - 2. Until the Named Insured's legal representative has been appointed.
 - d) The Named Insured's legal representative if the Named Insured dies, but only with respect to duties as such. That representative will have all the Named Insured's rights and duties under this Policy.
- 3) Any organization the Named Insured newly acquires or forms, other than a partnership, limited liability partnership, joint venture or limited liability company, and over which the Named Insured maintains ownership or majority interest, will be deemed to be 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 the Named Insured acquires or forms the organization or the end of the policy period, whichever is earlier;
 - b. Coverages A and D do not apply to "bodily injury" or "property damage" that occurred before the Named Insured acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before the Named Insured acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations of this Policy.

Part III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most the Insurer will pay regardless of the number of:

- a. Insureds;
 - b. Claims made or “actions” brought; or
 - c. Persons or organizations making claims or bringing “actions”.
2. Subject to 3. below, the Each Occurrence Limit is the most the Insurer will pay for the sum of:
- a. “Compensatory damages” under Coverage A; and
 - b. Medical expenses under Coverage C;
- because of all “bodily injury” and “property damage” arising out of any one “occurrence”.
3. Under Coverage A, the Aggregate Limit is the most the Insurer will pay for the sum of all “compensatory damages” because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
4. The Personal and Advertising Injury Limit is the most the Insurer will pay under Coverage B for the sum of all “compensatory damages” because of all Personal and Advertising Injury sustained by any person or organization and in the aggregate during any one policy year.
5. The Tenants' Legal Liability Limit is the most the Insurer will pay under Coverage D for “compensatory damages” because of “property damage” to any one premises.
6. Subject to 2. above, the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 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 Limits of Insurance.

7. Deductible

- a. The Insurer’s obligation under Bodily Injury Liability, Property Damage Liability and Tenants’ Legal Liability to pay “compensatory damages” on the Insured’s behalf applies only to the amount of “compensatory damages” in excess of any deductible amounts stated in the Declarations. The limits of insurance applicable to “each occurrence” for Bodily Injury Liability and Property Damage Liability and “any one premises” for Tenants’ Legal Liability will be reduced by the amount of such deductible. The “Aggregate Limit” for such coverages shall not be reduced by the application of such deductible amount.
- b. The deductible amounts stated in the Declarations apply as follows:

- 1) Under Coverage A;
 - i. Bodily Injury Liability or Property Damage Liability respectively;
 - a) To all “compensatory damages” because of “bodily injury” as a result of any one “occurrence” or
 - b) 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 damages because of that “occurrence”.
 - ii. Bodily Injury Liability and Property Damage Liability combined, 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 damages because of that “occurrence”.
- 2) Under Coverage D, Tenants’ Legal Liability, to all “compensatory damages” because of “property damage” as the result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
- c. The terms of this insurance, including those with respect to:
 - 1) The Insurer’s right and duty to defend any “action” seeking those damages; and
 - 2) The Named Insured’s duties in the event of an “occurrence”, claim or action, apply irrespective of the application of the deductible amount.
- d. The Insurer may pay any part or all of the deductible amount to effect settlement of any claim or “action” and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

Part IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Canadian Currency Clause

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

3. Changes

This policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the Declarations 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. Conformity With Statute

Where the terms of this policy and forms attached hereto are in conflict with the statutes of the Province in which the property insured is located, such terms are hereby amended to conform to such statutes.

5. Duties in the Event of Occurrence, Claim or Action

- a. The Named Insured must see to it that the Insurer is notified promptly of an "occurrence" which may result in a claim. To the extent possible, notice should include:
 - 1) How, when and where the "occurrence" took place;
 - 2) The names and addresses of any injured persons and of witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence".
- b. If a claim is made or "action" is brought against any Insured, the Named Insured must see to it that the Insurer receives prompt written notice of the claim or "action".
- c. The Named Insured and any other involved Insured must:
 - 1) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - 2) Authorize the Insurer to obtain records and other information;
 - 3) Cooperate with the Insurer in the investigation, settlement or defence of a claim or "action"; and
 - 4) Assist the Insurer, upon its request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Insurer's consent.

6. Examination of the 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 years afterward.

7. Inspections and Surveys

The Insurer has the right but is not obligated to:

- a. Make inspections and surveys at any time;
- b. Give the Named Insured reports on the conditions it finds; and
- c. Recommend any changes.

Any inspections, surveys, reports or recommendations 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:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

8. Legal Action Against the Insurer

No person or organization has a right under this policy:

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

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; 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 the Insurer shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this policy is governed by the law of Quebec, every "action" or proceeding against the Insurer shall be commenced within three years from the time the right of action arises.

9. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

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

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

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

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

c. Method of Sharing

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

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

10. Premium Audit

- a. The Insurer will compute all premiums for this policy in accordance with its rules and rates.
- b. Premium shown in the Declarations as total 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 total and audit premiums paid for the policy term is greater than the earned premium, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum premium shown in the Declarations.
- c. The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

11. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums the Insurer pays.

12. Representations

By accepting this policy, the Named Insured agrees that:

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

13. Separation of Insureds, Cross Liability

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or “action” is brought.

14. Termination

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

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

In Quebec, termination takes effect either 15 or 30 days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.

- c. The Insured will mail or deliver its notice to the first Named Insured’s last mailing address known to the Insurer.
- d. The policy period will end on the date the termination takes effect.
- e. If the 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.

15. 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.

16. 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.

Part V – DEFINITIONS

1. "Action" means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
 - a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with the Insurer's consent; or
 - b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with the Insurer's consent.
2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about the Named Insured's goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about the Named Insured's goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
3. "Aircraft" means any lighter or heavier than air craft capable of flight.

"Aircraft" does not include equipment or craft intended in whole or in part for use outside of the atmosphere.

4. "Automobile" means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

6. "Compensatory Damages" means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiplied portion of any multiplied damage award.
7. "Coverage territory" means:
 - a. Canada and the United States of America (including its territories and possessions);
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All parts of the world if
 - 1) The injury or damage arises out of:
 - a) Goods or products made or sold by the Named Insured in the territory described in a. above;
 - b) The activities of an Insured whose business is located or incorporated in the territory described in a. above, but is away on business for a period of one year or less; or
 - c) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement the Insurer agrees to in writing.
8. "Data" means representations of information or concepts, in any form.
9. "Employee" includes a "leased worker" and a "temporary worker".
10. "Executive officer" means a person holding any of the officer positions created by the Named Insured's charter, constitution, by-laws or any other similar governing document.
11. "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.
12. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
13. "Impaired property" means tangible property, other than "the Named Insured's product" or "the Named Insured's work", that cannot be used or is less useful because:

- a. It incorporates “the Named Insured’s product” or “the Named Insured’s work” that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. The Named Insured has failed to fulfil the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of “the Named Insured’s product” or “the Named Insured’s work”; or
- b. The Named Insured fulfilling the terms of the contract or agreement.

14. “Incidental medical malpractice injury” means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:

- a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

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

15. “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 the Insured or temporarily occupied by the Insured 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 indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. An elevator maintenance agreement; or
- g. That part of any other contract or agreement pertaining to the Named Insured’s business under which the Named Insured assumes the tort liability of another to pay for “compensatory damages” because of “bodily injury” or “property damage” to a

third person or organization, provided the “bodily injury” or “property damage” is caused, in whole or in part, by the Named Insured or by those acting on the Named Insured’s behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An “Insured contract” does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damages arising out of:
 - 1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- b. Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failing to render “professional services”, including those listed in 1) above and supervisory, inspection, architectural or engineering activities.

16. "Leased worker" means a person leased to the Named Insured by a labour leasing firm under an agreement between the Named Insured and the labour leasing firm, to perform duties related to the conduct of the Named Insured’s business. "Leased worker" does not include a "temporary worker".

17. "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".

18. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

19. “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. Misappropriation of advertising ideas or styles of doing business; or
 - g. Infringement of copyright, title or slogan.
20. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
21. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises the Named Insured owns or rents and arising out of "the Named Insured's product" or "the Named Insured's Work" except:
 - 1) Products that are still in the Named Insured's physical possession; or
 - 2) Work that has not yet been completed or abandoned. "The Named Insured's Work" will be deemed completed at the earliest of the following times:
 - a) When all of the work called for in the Named Insured's contract has been completed.
 - b) When all of the work to be done at the site has been completed if the Named Insured's contract calls for work at more than one site.
 - c) When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

- 1) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- 2) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Named Insured, and that condition was created by the “loading or unloading” of that vehicle by any Insured.

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

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

23. “Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property;
or
- b. Loss of use of tangible property that is not physically injured.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

25. "Temporary worker" means a person who is furnished to the Named Insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

26. "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.

27. "The Named Insured's product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

1) the Named Insured;

2) Others trading under the Named Insured's name; or

3) A person or organization whose business or assets the Named Insured has acquired;
and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"The Named Insured's product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of the items included in a. and b. above.

"The Named Insured's product" does not include vending machines or other property rented to or located for the use of others but not sold.

28. "The Named Insured's work" means:

a. Work or operations performed by the Named Insured or on the Named Insured's behalf;
and

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

“The Named Insured’s work” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

29. "Volunteer worker" means a person who is not the Named Insured’s "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by the Named Insured, and is not paid a fee, salary or other compensation by the Named Insured or anyone else for their work performed for the Named Insured.
30. Wherever used in this policy, the term “Named Insured” means the Insured named in the Declarations to which this policy is attached.