

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

The word "Insured" means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED. Other words and phrases that appear in quotation marks have special meaning as defined in SECTION V – DEFINITIONS.

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This insurance applies only when an EACH OCCURRENCE LIMIT is shown on the "Coverage Summary".

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 – Applicable to 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 any "action" seeking those "compensatory damages". But:
 - (i) the amount the Insurer will pay for "compensatory damages" is limited as described in SECTION III – LIMITS OF INSURANCE;
 - (ii) the Insurer may investigate and settle any claim or "action" at the Insurer's discretion; and
 - (iii) the Insurer's right and duty to defend end 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 "compensatory 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.

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":
 - (i) assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract"; or
 - (ii) that the Insured would have in the absence of contract or agreement.
- c) any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- d) "bodily injury" to an employee of the Insured arising out of and in the course of employment by the Insured.

This exclusion applies:

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

This exclusion does not apply to:

- (i) liability assumed by the Insured under an "insured contract"; or
- (ii) employees on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers' compensation law, in respect of whom liability has been denied by any workers' compensation authority.

- e) (i) "bodily injury" or "property damage" arising out of the ownership, use, operation or entrustment to others by or on behalf of any Insured of:
 - (a) any "automobile";
 - (b) any motorized snow vehicle or its trailers;
 - (c) 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; or
 - (d) any vehicle which if it were to be Insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to 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.
- (ii) "bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.

This Exclusion e) does not apply to "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.

- 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 any watercraft.

This exclusion does not apply to:

- (i) a watercraft while ashore on premises the Named Insured owns or rents;
- (ii) a watercraft the Named Insured does not own that is:
 - (a) less than 8 metres (26 feet) long; and
 - (b) not being used to carry persons or property for a charge.
- (iii) "bodily injury" to an employee of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers' compensation law.

- g) (i) "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:
 - (a) any aircraft; or
 - (b) any air cushion vehicle.

- (ii) "bodily injury" or "property damage" arising out of the ownership, existence, use, operation or entrustment to others by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

- h) "property damage" to:
 - (i) property owned or occupied by or rented to the Insured;
 - (ii) premises the Insured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
 - (iii) property loaned to the Insured;
 - (iv) personal property in the care, custody or control of the Insured;
 - (v) that particular part of real property on which the Insured or any contractor or subcontractor working directly or indirectly on the Insured's behalf is performing operations, if the "property damage" arises out of those operations; or
 - (vi) that particular part of any property that must be restored, repaired or replaced because "the Named Insured's work" was incorrectly performed on it.

Paragraph (ii) 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. Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement. Paragraph (vi) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- i) "property damage" to "the Named Insured's product" arising out of such products or any part of such products.
- j) "property damage" to "the Named Insured's work" arising out of such work or any part of such work 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.
- k) "property damage" to "impaired property" or property that has not been physically injured, arising out of:
 - (i) a defect, deficiency, inadequacy or dangerous condition in "the Named Insured's product" or "the Named Insured's

work"; or

- (ii) a delay or failure by the Insured or anyone acting on the 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.

- l) any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (i) "the Named Insured's product";
 - (ii) "the Named Insured's work"; or
 - (iii) "impaired property";

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

- m) "property damage" arising out of:
 - (i) the use of explosives for blasting;
 - (ii) vibration from pile driving or caisson work; or
 - (iii) the removal or weakening of support of any property, building or land whether such support be natural or otherwise.

This exclusion does not apply:

- (i) to "property damage" arising out of work performed on behalf of the Named Insured by any contractor or subcontractor;
- (ii) to "property damage" included within the "products-completed operations hazards"; or
- (iii) to "property damage" for which liability is assumed by the Insured under an "insured contract".

- n) liability for:
 - (i) erasure, destruction, corruption, misappropriation, misinterpretation of "data", or
 - (ii) erroneously creating, amending, entering, deleting or using "data".
 and any loss of use arising therefrom.

o) Data Liability - See COMMON EXCLUSION.

p) Pollution Liability – See COMMON EXCLUSIONS.

q) Nuclear Liability – See COMMON EXCLUSIONS.

r) War Risks – See COMMON EXCLUSIONS.

s) Professional Liability – See COMMON EXCLUSIONS.

t) Silica Liability – See COMMON EXCLUSIONS.

u) Asbestos Liability – See COMMON EXCLUSIONS.

v) Mould Liability – See COMMON EXCLUSIONS.

w) Lead Liability - See COMMON EXCLUSIONS.

x) Terrorism - See COMMON EXCLUSIONS.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

This insurance applies only when a PERSONAL AND ADVERTISING INJURY LIMIT is shown on the "Coverage Summary".

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. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – Applicable to Coverages A., B. and

- D. The Insurer will have the right and duty to defend any "action" seeking those "compensatory damages". But:
- (i) the amount the Insurer will pay for "compensatory damages" is limited as described in SECTION III – LIMITS OF INSURANCE;
 - (ii) the Insurer may investigate and settle any claim or "action" at the Insurer's discretion;
 - (iii) the Insurer's right and duty to defend end 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) This insurance applies to "personal and advertising injury" only if caused by an offence:
- (i) committed in the "coverage territory" during the Policy Period; and
 - (ii) arising out of the conduct of the Named Insured's business.

2. Exclusions

This insurance does not apply to:

- a) Knowing Violation Of Rights Of Another
"Personal and advertising injury" caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b) Material Published With Knowledge Of Falsity
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity.
- c) Material Published Prior To Policy Period
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period.
- d) Criminal Acts
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the Insured.
- e) Contractual Liability
"Personal and advertising injury" for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the Insured would have in the absence of the contract or agreement.
- f) Breach of Contract
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in the Named Insured's "advertisement".
- g) Quality or Performance of Goods - Failure To Conform To Statements
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the Named Insured's "advertisement".
- h) Wrong Description of Prices
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in the Named Insured's "advertisement".
- i) Infringement Of Copyright, Patent, Trademark or Trade Secret
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in the Named Insured's "advertisement", of copyright, trade dress or slogan.

- j) Insureds In Media and Internet Type Businesses
"Personal and advertising injury" committed by an Insured whose business is:
 - (i) Advertising, broadcasting, publishing or telecasting;
 - (ii) Designing or determining content of web-sites for others; or
 - (iii) An Internet search, access, content or service provider.

However, this exclusion does not apply to paragraph 12. a), b) and c.) of "personal and advertising injury" under the Definitions Section.

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

- k) Electronic Chatrooms or Bulletin Boards
"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.
- l) Unauthorized Use Of Another's Name or Product
"Personal and advertising injury" arising out of the unauthorized use of another's name or product in the Named Insured's e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- m) Data Liability - See COMMON EXCLUSION.
- n) Professional Liability – See COMMON EXCLUSIONS.
- o) Pollution Liability – See COMMON EXCLUSIONS.
- p) Silica Liability – See COMMON EXCLUSIONS.
- q) Asbestos Liability – See COMMON EXCLUSIONS.
- r) Mould Liability – See COMMON EXCLUSIONS.
- s) Lead Liability - See COMMON EXCLUSIONS
- t) Nuclear Liability – See COMMON EXCLUSIONS.
- u) War Risks – See COMMON EXCLUSIONS.
- v) Terrorism - See COMMON EXCLUSIONS.

COVERAGE C. MEDICAL PAYMENTS

This insurance applies only when a MEDICAL EXPENSE LIMIT is shown on the "Coverage Summary".

1. Insuring Agreement

- a) The Insurer will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (i) on premises the Named Insured owns or rents;
 - (ii) on ways next to premises the Named Insured owns or rents; or
 - (iii) because of the Named Insured's operations;

provided that:

 - (i) the accident takes place in the "coverage territory" and during the Policy Period;
 - (ii) the expenses are incurred and reported to the Insurer within one (1) year of the date of the accident; and
 - (iii) 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:
 - (i) first aid at the time of an accident;
 - (ii) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (iii) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

The Insurer will not pay expenses for "bodily injury":

- a) to any Insured.
- 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 similar law.
- e) to a person injured while taking part in athletics.
- f) the payment of which is prohibited by law.
- g) included within the "products-completed operations hazard".
- h) excluded under Coverage A.

COVERAGE D. TENANTS' LEGAL LIABILITY

This insurance applies only when a TENANT'S LEGAL LIABILITY LIMIT is shown on the "Coverage Summary".

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 – Applicable to Coverages A., B. and D. This insurance applies only to "property damage" to structures or portions thereof including fixtures permanently attached thereto 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 SECTION III – LIMITS OF INSURANCE;
- b) the Insurer may investigate and settle any claim or "action" at the Insurer's discretion;
- c) the Insurer's right and duty to defend end 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. This exclusion does not apply to liability for "compensatory damages" that the Insured would have in the absence of the contract or agreement.
- c) "property damage" for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.
- d) "property damage" for the cost of making good:
 - (i) faulty or improper material;
 - (ii) faulty or improper workmanship;
 - (iii) faulty or improper design;
 provided, however, to the extent otherwise insured and not otherwise excluded under this form, resultant "property damage" to the property is insured.
- e) Data Liability - See COMMON EXCLUSION.

- f) Pollution Liability – See COMMON EXCLUSIONS.
- g) Nuclear Energy Liability – See COMMON EXCLUSIONS.
- h) War Risks – See COMMON EXCLUSIONS.
- i) Professional Liability – See COMMON EXCLUSIONS.
- j) Silica Liability – See COMMON EXCLUSIONS.
- k) Asbestos Liability – See COMMON EXCLUSIONS.
- l) Mould Liability – See COMMON EXCLUSIONS.
- m) Lead Liability - See COMMON EXCLUSIONS.
- n) Terrorism - See COMMON EXCLUSIONS.

COMMON EXCLUSIONS

Applicable to Coverages A., B., C. and D.

This insurance does not apply to:

1. Data Liability

1. Any Claim brought about by or contributed to by any of the following:

- a) programming of custom software systems;
- b) sale, provision, installation or maintenance of hardware equipment or software;
- c) programming of any packaged computer systems that alters the base code of the program; or,
- d) any other related computer services.

2. Any Claims resulting from the failure of any Insured’s products or services to prevent unauthorized access to or use of any electronic system or program unless such unauthorized access is the result of a malfunction of a product or service provided by the Insured which is specifically intended to prevent such unauthorized access or use.

3. Any claim or liability arising from:

- a) erasure, destruction, corruption, misappropriation, misinterpretation of "Data"; or
- b) erroneously creating, amending, entering, deleting or using "Data"; and any loss of use arising there from.
- c) distribution or display of "Data", by means of an Internet Website, the Internet, an intranet extranet, or similar device or system designed or intended for electronic communication of "Data".

For the purpose of this exclusion, the following definition is added:

“Data” means representations of information or concepts, in any form.

2. Professional Liability

- a) “Bodily injury” (other than Incidental Medical Malpractice Injury) or “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 service for others which shall include but not be limited to:
 - (i) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - (ii) Any service or treatment conducive to health or of a professional nature;
 - (iii) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - (iv) The handling of deceased human bodies or performing autopsies thereon;
 - (v) Any cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical service or treatments;
 - (vi) The preparation or approval of maps, drawings, plans, opinions, reports, surveys, change orders, designs or

specifications;

(vii) Supervisory, inspection, architectural or engineering services; or

(viii) Accountants', lawyers', notaries' (Quebec), public notaries', real estate brokers' or agents', insurance brokers' or agents', travel agents', financial institutions', or consultants' professional advices or activities.

b) Incidental Medical Malpractice injury means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:

(i) medical, surgical, dental, x-ray or nursing services or treatment, or the furnishing of food or beverages in connection therewith;

(ii) 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 (i) and (ii) above.

2. Pollution Liability

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

(i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;

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

(iii) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom the Insured may be legally responsible; or

(iv) at or from any premises, site or location on which any Insured or any contractors or sub-contractors working directly or indirectly on any Insured's behalf are performing operations;

(a) if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or sub-contractor; or

(b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to or assess the effect of "pollutants"; or

(v) any "bodily injury" or "property damage" or "personal and advertising injury" arising from pollution incidents commencing and known to any "Insured" prior to the Policy Period shown on the "Coverage Summary".

Sub-paragraphs (i) and (iv)(a) of paragraph 2.a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from, or fire extinguishing substances used to fight a fire which becomes uncontrollable or breaks out from where it was intended to be.

b) any loss, cost or expense arising out of any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of "pollutants" unless such loss, cost or expense is consequent upon "bodily injury" or "property damage" covered by this insurance.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

2.2. This Agreement does not cover any liability arising from vehicles known by the Company to be used for the transportation of:

(a) Hazardous chemicals including but not limited to acids, alkalis, gases, oils, pesticides, herbicides and polychlorinated biphenyls (PCBs).

(b) Petroleum products including but not limited to gasoline, oils and liquid petroleum gas (LPG).

(c) Industrial or other wastes.

(d) Other dangerous substances referred to in the *Transportation of Dangerous Goods Act*.

The above exclusion does not apply to the following:

1. Petroleum tankers or trailers owned and/or operated by Contractors for the sole purpose of refueling their construction machinery.

2. Tar tankers or trailers owned and/or operated by Contractors.
3. Vehicles operated by fuel dealers in rural areas (not exceeding three tanker vehicles).
4. Vehicles operated by farmers for transporting herbicides, pesticides, fertilizers, gasoline or oil for their own use.
5. Wholesale or retail delivery of packaged goods and that are harmful through inhalation of their vapours, by skin contact or ingestion.

3. Silica Liability

- a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by either silica and/or silica dust or silica and/or silica dust in combination with other particulate suspensions or dust(s);
- b) Any damages or any loss, cost or expense arising out of any (1) claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or (2) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (i) Assessing the presence, absence or amount or effects of silica or silica dust;
 - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica or silica dust; or
 - (iii) Responding to silica or silica dust in any way other than as described in b)(i) and (ii) above;
- c) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
- d) Any obligation to share damages with or repay someone else who must pay damages as described in any of the subsections above.

This exclusion does not apply to "bodily injury" resulting from:

- a) The ingestion of goods intended for human consumption; or sudden asphyxiation caused by the collapse of any storage pile or container.

4. Asbestos Liability

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, damage, cost or expense directly or indirectly caused by, resulting from or 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 cause that contributes concurrently or in any sequence to the loss, damage, cost or expense.

5. Mould Liability

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

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

This exclusion shall not apply to any cost, loss or expense incurred by others, in any way relating to, or arising directly or indirectly

from, "Fungi" that are, or are contained in, the "Named Insured's product" or "Spores" derived therefrom, if such product was intended to be a Food. As used herein, Food means any article manufactured, sold or represented for use as food or drink for human beings, chewing gum, and any ingredient that may be mixed with food for any purpose whatever.

For the purpose of this exclusion, the following definitions are added:

"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.

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

6. Lead Liability

- a) "Bodily injury", "property damage" or "personal and advertising injury" arising or caused by the actual or alleged:
 - (i) exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or
 - (ii) manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead or any other material or substance containing lead.

Whether or not the lead is or was at any time airborne as a particle contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever;

- b) Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury", "property damage" or "personal and advertising injury" caused by lead, paint containing lead, or any other material or substance containing lead;
- c) Any loss, cost, expense or damages, whether direct or consequential, arising out of any:
 - (i) request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralized lead, paint containing lead, or any other material or substance containing lead, or in any way respond to, or assess the effects of lead; or
 - (ii) claim or suit relating to, testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing lead, paint containing lead, or any other material or substance containing lead or in any way responding to or assessing the effects of lead.

7. 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 Form is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;
- c) "bodily injury" or "property damage" resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility;
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this Form:

- 1) the term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- 2) the term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or

statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;

- 3) the term "nuclear facility" means
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium, uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;
 and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- 4) 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.
- 5) With respect to property, loss of use of such property shall be deemed to be property damage.

8. War Risks

Loss or damage occasioned by an act of a foreign enemy, bombardment, civil war, hostilities (whether war be declared or not), insurrection, invasion, military power, rebellion, revolution, usurped power and war.

9. Abuse and Molestation

This insurance does not apply to "bodily injury", "property damage" or personal and advertising injury" arising out of :

1. alleged in actual abuse or molestation of any person by any Named Insured, additional Named Insured, volunteer, employee, contractor, consultant or any other person;
2. inability or failure of the Named Insured or additional Named Insured to properly supervise or to prohibit the activities of any volunteer, employee, contractor, consultant or any other person who is alleged to or actually has abused or molested another person;
3. the investigation or failure to investigate any alleged or actual abuse or molestation;
4. the reporting or failure to report any alleged or actual abuse or molestation to the proper authorities.

10. Host liquor liability

The coverage provided under this policy does not apply to liability occurring as a result of the selling, serving or offering of alcohol.

11. Terrorism

This Agreement does not insure loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

"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.

SUPPLEMENTARY PAYMENTS

Applicable to Coverages A., B. and D.

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

- a) all expenses the Insurer incurs.
- b) the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds.
- c) all reasonable expenses 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 one hundred dollars (\$100) a day because of time off from work.
- d) all costs taxed against the Insured in the "action" and any interest accruing after entry of judgement upon that part of the judgement which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If the Named Insured is shown on the "Coverage Summary" as:
 - a) an individual, the Named Insured and the Named Insured's 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 or joint venture, the Named Insured is an Insured. The Named Insured's members, the Named Insured's partners, and their spouses are also insureds, but only with respect to the conduct of the Named Insured's business.
 - c) an organization other than a partnership or joint venture, 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 officers or directors. The Named Insured's stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an Insured:
 - a) The Named Insured's employees, other than the Named Insured's executive officers, but only for acts within the scope of their employment by the Named Insured. However, none of these employees is an Insured for:
 - (i) "bodily injury" or "personal and advertising injury" to the Named Insured or to a co-employee while in the course of his or her employment; or
 - (ii) "bodily injury" or "personal and advertising injury" to any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or similar law; or
 - (iii) "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services; or
 - (iv) "property damage" to property owned, occupied or used by or rented or loaned to or in the care, custody or control of or over which physical control is being exercised for any purpose by that employee, any of the Named Insured's other employees, or any of the Named Insured's partners or members (if the Named Insured is a partnership or joint venture).
 - b) Any person (other than the Named Insured's employee) 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:
 - (i) with respect to liability arising out of the maintenance or use of that property; and
 - (ii) 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 form.
3. Any organization the Named Insured newly acquires or forms, other than a partnership or joint venture, 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 ninetieth (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 offence 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 or joint venture that is not shown as a Named Insured on the “Coverage Summary”.

SECTION III – LIMITS OF INSURANCE

1. The limits of insurance shown on the “Coverage Summary” 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. The AGGREGATE LIMIT is the most the Insurer will pay under Coverage A. for the sum of all “compensatory damages” arising out of the “products-completed operations hazard”.
3. Subject to 2. above, the EACH OCCURRENCE LIMIT is the most the Insurer will pay for the sum of:
 - a) “compensatory damages” under Coverage A. and Coverage D.; and
 - b) medical expenses under Coverage C.;
 because of all “bodily injury” and “property damage” arising out of any one “occurrence”.

All “compensatory damages” arising out of one lot of goods or products prepared or acquired by the Named Insured, or by another trading under that name, shall be considered as arising out of one “occurrence” as regards to “bodily injury” and “property damage”.
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.
5. Subject to 3 above, the MEDICAL EXPENSE LIMIT is the most the Insurer will pay under Coverage C. for all medical expenses because of “bodily injury” sustained by any one person.
6. Subject to 3 above, the TENANTS’ LEGAL LIABILITY – LIMIT ANY ONE PREMISES is the most the Insurer will pay under Coverage D. for “compensatory damages” because of “property damage” to any one premises.

The limits of this Form apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the Policy Period shown in the “Coverage Summary”, unless the Policy Period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION 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 the Insurer’s obligations hereunder.
2. Canadian Currency Clause.
All limits of insurance, premiums and other amounts as expressed in this Form are in Canadian currency.

3. Termination.

- a) This contract may be terminated:
 - (i) by the Insurer giving to the first Named Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
 - (ii) by the first Named Insured at any time on request.
- b) Where this contract is terminated by the Insurer:
 - (i) the Insurer shall refund the excess of premium actually paid by the first Named Insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified;
 - (ii) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- c) Where this contract is terminated by the first Named Insured, the Insurer shall refund, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable, the excess of premium actually paid by the first Named Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- d) The refund may be made by money, postal or express company money order or cheque payable at par.
- e) The fifteen (15) days mentioned in subcondition (i) of Clause a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

In Quebec, the following conditions apply:

This contract may be terminated at any time:

- (i) by mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of premium actually paid over the short-term rate for the expired time.
- (ii) by the Insurer giving written notice to each Named Insured. Termination takes effect fifteen (15) days following receipt of such notice by the Insured at his last known address and the Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (i) or (ii) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this condition, the words "premium actually paid" mean the premium actually paid by the Insured to the Insurer or its representative, but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

4. Changes.

This policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown on the "Coverage Summary" is authorized to make changes in the terms of this Form with the Insurer's consent. This Form's terms can be amended or waived only by endorsement or amendment issued by the Insurer and made a part of this policy.

5. Deductibles.

- a) (i) The Insurer's obligation under Coverage A. to pay as "compensatory damages" because of "property damage" applies only to the amount of "compensatory damages" in excess of the deductible amount shown on the "Coverage Summary". The limit of insurance applicable to EACH OCCURRENCE LIMIT for liability under SECTION 1 –COVERAGE A. 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.
- (ii) The deductible amount applies to all "compensatory damages" because of "property damage" sustained as the result of any one "occurrence".
- b) (i) The Insurer's obligation under Coverage D. to pay as "compensatory damages" because of "property damage" applies only to the amount of "compensatory damages" in excess of the deductible amount shown on the "Coverage Summary".

The limit of insurance applicable to any one premise for Tenants' Legal Liability will be reduced by the amount of such deductible. The aggregate limit for such coverage shall not be reduced by the application of such deductible amount.

(ii) The deductible amount applies to all "compensatory damages" because of "property damage" sustained as the result of any one "occurrence".

c) (i) The terms of insurance, including those with respect to:

(a) the Insurer's right and duty to defend any "action" seeking those damages; and

(b) the duties of an Insured in the event of an "occurrence", claim or "action"

apply irrespective of the application of the deductible amount.

(ii) 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 first Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

6. 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. Notice should include:

(i) How, when and where the "occurrence" took place; and

(ii) The names and addresses of any injured persons and of witnesses.

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:

(i) Immediately send to the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";

(ii) Authorize the Insurer to obtain records and other information,

(iii) Cooperate with the Insurer in the investigation, settlement or defence of the claim or "action"; and

(iv) Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

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.

7. Examination of the Named Insured's Books and Records.

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

8. 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 the Insurer 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. Nor does the Insurer warrant that conditions:

(i) are safe or healthful; or

(ii) 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.

9. Legal Action Against The Insurer.

No person or organization has a right under this Form:

- 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 under this Form 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 Form 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 (1) year next after the date of such judgement or agreed settlement and not afterwards.

If this Form is governed by the law of Quebec, every "action" or proceeding against the Insurer shall be commenced within three (3) years from the time the right of action arises.

10. Other Insurance.

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers under Coverage A., B. or D. of this form, 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 any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) that is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "the Named Insured's work" or for premises rented to the Named Insured; or
 - (ii) if the loss arises out of the maintenance or use of watercraft to the extent not subject to exclusion f) of Coverage A. (Section I).

When this insurance is excess, the Insurer will have no duty under Coverage A., B. or D. to defend any claim or "action" that any other insurer has a duty to defend. If no other insurer defends, the Insurer will undertake to do so, but the Insurer will be entitled to all the Insured's rights against all those other insurers. 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:

- (i) the total amount that all such other insurance would pay for the loss in the absence of this Insurance; and
- (ii) the total of all deductible and self-insured amounts under all that other insurance.

The Insurer will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown on the "Coverage Summary" of this Form.

- 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.

11. Premium Audit

- a) The Insurer will compute all premiums for this policy in accordance with the Insurer's rules and rates.
- b) Premium shown on the "Coverage Summary" as advance premium is a deposit premium only. At the close of each audit period the Insurer will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy 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 "Coverage Summary" of this Form.

- 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.
- d) Where the premium computation in this Form is on a flat, non-adjustable basis, no Insured is entitled to a premium adjustment.

12. Premiums.

The first Named Insured shown on the "Coverage Summary":

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

13. Representations.

By accepting this policy, the Named Insured agrees:

- a) the statements shown in the "Coverage Summary" 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 Form in reliance upon the Named Insured's representations.

14. Separation of Insureds, Cross Liability

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

- a) as if each Named Insured were the only Named Insured; and
- b) separately to each Insured against whom claim is made or "action" is brought.

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 Form, 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 Form.

The Named Insured's rights and duties under this Form 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.

17. Dispute Resolution.

In the event that the Insurer and the Insured(s) cannot agree concerning either the coverage or the quantum afforded by this policy, it is agreed that the dispute shall be resolved in accordance with the dispute resolution process hereinafter described:

- a) Mediation with a mediator mutually agreed to by the parties to the dispute. If the parties fail to concur on the choice of the mediator, a court shall appoint a mediator on a motion by one of the parties.
- b) If settlement at mediation is not possible, the dispute will be referred to arbitration in accordance with the applicable arbitration legislation/regulations in the jurisdiction in which the Policy is issued. The decision of the arbitrator will be binding on all parties to the dispute with no right of appeal.
- c) Each party shall bear its own costs and expenses in connection with the dispute resolution process. The costs and expenses

of mediation and arbitration shall be shared equally by the parties to the dispute.

By agreement in writing, the Insurer and the Insured(s) may waive compliance with this section or any part thereof for purposes of a specified dispute.

SECTION V – DEFINITIONS

Whenever used in this Form (including endorsements forming part hereof):

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 an arbitration proceeding alleging such damages to which the Named Insured must submit or submit 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 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 Insured’s goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
3. **“automobile”** means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.
4. **“bodily injury”** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **“compensatory” damages”** means damages due or awarded in payment for actual injury or economic loss. “Compensatory damages” does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
6. **“Coverage Summary”** means the liability coverage summary applicable to this Form.
7. **“coverage territory”** means:
 - a) Canada;
 - b) international waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a) above, or
 - c) all parts of the world if:
 - (i) 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; or
 - b) the activities of a person whose home is in the territory described in a) above, but is away for a short time on the Named Insured’s business, and
 - (ii) 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. **“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:
 - (i) the repair, replacement, adjustment or removal of “the Named Insured’s product” or “the Named Insured’s work”; or
 - (ii) the Named Insured’s fulfilling the terms of the contract or agreement.

10. **“insured contract”** means:

- a) lease of premises;
- 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 "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.

11. "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions giving rise to one or more claims.

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

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

13. "Products-completed operations hazard" 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:

- a) products that are still in the Named Insured's physical possession; or
- b) 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:

- (i) When all of the work called for in the Named insured's contract has been completed.
- (ii) 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.
- (iii) 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.

This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

14. "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.

15. "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.

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

- a) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (i) the Named Insured;
 - (ii) others trading under the Named Insured's name; or
 - (iii) 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 any 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.

17. "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.

ADDITIONAL DEFINITIONS – Terms Used For Premium Bases

Whenever used in this Form (including endorsements forming part hereof):

- 1. "Area"** means the square footage or square metres of the buildings to be insured excluding that portion of the basement used exclusively for storage or that portion of the premises used for heating or air conditioning plant purposes.
- 2. "Cost of work"** means the total cost of all operations performed for the Named Insured during the Policy Period by independent contractors, including materials used or delivered for use by whomsoever supplied, except maintenance or ordinary alterations and repairs on premises owned or rented by the Named Insured.
- 3. "Revenue"** means the gross amount of money charged for all work or services performed by or on behalf of the Named Insured or goods and products sold and distributed by the Named Insured or by others trading under his name during the Policy Period.
- 4. "Payroll"** means the total earnings during the Policy Period for each owner, partner, executive officer or employee. For Employer's Liability, payroll not to exceed five thousand (\$5,000) dollars for each owner, partner, executive officer, or employee in any Policy Period of one (1) year.
- 5. "Cost"** means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sublet in connection with each specific project, including the cost of all labour, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.
- 6. "Standard units"** means the unit of exposure to which the rates apply and to which each article is designated (person, object or event), except litre which is per one thousand (1,000) litres.