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Policy

Commercial General Liability Insurance

POLICY NUMBER: SGL526879 REPLACING POLICY: SGL508746
CLIENT NUMBER: 114639 BROKER: RUBAN INSURANCE BROKERS INC

DECLARATIONS

1. Named Insured: THE CANADIAN ASSOCIATION FOR SPIRITUAL CARE (CASC);
L'ASSOCIATION CANADIENNE DE SOINS SPIRITUELS (ACSS);
AS PER INDIVIDUAL CERTIFICATE
2. Insured's Address: AS PER INDIVIDUAL CERTIFICATE
3. Policy Period: from 01 June 2019 to 01 June 2020
at 00:01 local time at the insured's
address shown above without tacit renewal
4. Limits of Insurance: Each Occurrence Limit \$ as per Individual Certificate
Aggregate Limit \$ as per Individual Certificate
Personal and
Advertising Injury \$ as per Individual Certificate
Medical Payments - per person \$10,000
Medical Payments - per accident \$25,000
Tenants' Legal Liability \$500,000
Non-owned Automobile \$1,000,000
5. Deductibles: Property Damage \$ as per Individual Certificate
Tenants' Legal
Liability \$ as per Individual Certificate
6. Premium: \$ as per Individual Certificate

** All amounts shown in Canadian dollars*

7. Business Description: Counselling Service
8. These Declarations provide the insured with coverage under the policy wording (CGLE-2017) which is attached hereto.
9. Endorsements forming part of this policy at issuance: None

10. Insurers:	Aviva Insurance Company of Canada	25.0%
	Temple Insurance Company	25.0%
	Everest Insurance Company of Canada	20.0%
	Arch Insurance Canada Ltd.	15.0%
	XL Reinsurance America Inc.	15.0%

It is agreed that the above Insurers are binding themselves, severally and not jointly, up to the extent of their above proportion only.

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

Insurance Manager: ENCON Group Inc.
500-1400 Blair Place
Ottawa, Ontario K1J 9B8

The Insurers have duly authorized ENCON Group Inc. to execute and sign this policy of insurance.

Dated: 25 March 2019



David G. Cook, President
Authorized Representative

Policy

Commercial General Liability Insurance

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under Item 3 of Part II – Who Is an Insured. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under Part II – Who Is an Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Part V –Definitions.

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

Part I – Coverages

Coverage A – Bodily Injury and Property Damage Liability

1. Insuring Agreement

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

- (i) the amount we will pay for “compensatory damages” is limited as described in Part III – Limits of Insurance; and
- (ii) our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A, B or D, or medical expenses under Coverage C.

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

- (b) This insurance applies to “bodily injury” and “property damage” only if:
 - (i) the “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and

- (ii) the “bodily injury” or “property damage” occurs during the Policy Period; and

- (iii) prior to the Policy Period, no insured listed under Item 1 of Part II – Who Is an Insured, and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the Policy Period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the Policy Period will be deemed to have been known prior to the Policy Period.

- (c) “Bodily injury” or “property damage” which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any insured listed under Item 1 of Part II – Who Is an Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, including any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the Policy Period.

- (d) “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under Item 1 of Part II – Who Is an Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:

- (i) reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;

- (ii) receives a written or verbal demand or claim for “compensatory damages” because of the “bodily injury” or “property damage”; or

(iii) becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.

(e) “Compensatory damages” because of “bodily injury” include “compensatory damages” claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

2. Exclusions

This insurance does not apply to:

(a) Expected or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.

(b) Contractual Liability

“Bodily injury” or “property damage” for which the insured is legally 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) that the insured would have in the absence of the contract or agreement; or

(ii) assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “insured contract”, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be “compensatory damages” because of “bodily injury” or “property damage”, provided:

(a) liability to such party for, or for 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) Workers’ Compensation and Similar Laws

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

(d) Employers’ Liability

“Bodily injury” to an “employee” of the insured arising out of and in the course of:

(i) employment by the insured; or

(ii) performing duties related to the conduct of the insured’s business.

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) a claim made or an “action” brought by a Canadian resident “employee” on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers’ compensation law, if coverage or benefits have been denied by any Canadian Workers’ Compensation Authority.

(e) Aircraft or Watercraft

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

(i) any aircraft, unmanned aerial vehicle, air cushion vehicle or watercraft owned or operated by, or rented or loaned to, any insured; or

(ii) any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and “loading or unloading”.

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

This exclusion does not apply to:

(i) a watercraft while ashore on premises you own or rent;

- (ii) a watercraft you do not own that is:
 - (a) less than 8 metres 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 Canadian provincial or territorial workers’ compensation law, if the “bodily injury” results from an “occurrence” involving watercraft.

(f) **Automobile**

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

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

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

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

This exclusion does not apply to:

- (i) “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;
- (ii) “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 thirty (30) days or more provided the lessee is obligated under contract to ensure that the “automobile” is insured;
- (iii) “bodily injury” or “property damage” arising out of the ownership, use or operation of machinery, apparatus or equipment mounted

on or attached to any vehicle while at the site of the use or operation of such equipment. This exception however does not apply when such equipment is mounted on or attached to any “automobile” and such equipment is used for the purpose of “loading or unloading”;

- (iv) “bodily injury” or “property damage” arising out of “loading or unloading” if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation.

(g) **Damage to Property**

“Property damage” to:

- (i) property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (ii) premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (iii) property loaned to you;
- (iv) personal property in your care, custody or control;
- (v) that particular part of real property on which you, or any contractor or subcontractor working directly or indirectly on your behalf, are 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 “your work” was incorrectly performed on it.

Item (ii) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Items (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

(h) **Damage to Your Product**

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

(i) **Damage to Your Work**

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

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

(j) **Damage to Impaired Property or Property Not Physically Injured**

“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 “your product” or “your work”; or
- (ii) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

(k) **Recall of Products, Work or Impaired Property**

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

- (i) “your product”;
- (ii) “your 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.

(l) **Electronic Data**

“Compensatory damages” arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

(m) **Personal and Advertising Injury**

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

(n) **Professional Services**

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

(o) **Abuse**

- (i) Claims or “actions” arising directly or indirectly from “abuse” committed or alleged to have been committed by an insured,

including the transmission of disease arising out of any act of “abuse”.

- (ii) Claims or “actions” based on your practices of “employee” hiring, acceptance of “volunteer workers”, or supervision or retention of any person alleged to have committed “abuse”.
- (iii) Claims or “actions” alleging knowledge by an insured of the alleged “abuse”, or failure to report it, to the appropriate authority(ies).

- (p) **Asbestos** – see Common Exclusions.
- (q) **Fungi or Spores** – see Common Exclusions.
- (r) **Nuclear Energy Liability** – see Common Exclusions.
- (s) **Pollution** – 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) We will pay those sums that the insured becomes legally obligated to pay as “compensatory damages” because of “personal and advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “action” seeking those “compensatory damages”. However, we will have no duty to defend the insured against any “action” seeking “compensatory damages” for “personal and advertising injury” to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or “action” that may result. But:

- (i) the amount we will pay for “compensatory damages” is limited as described in Part III – Limits of Insurance; and
- (ii) our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A, B or D, or medical expenses under Coverage C.

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

- (b) This insurance applies to “personal and advertising injury” caused by an offence arising out of your business but only if the offence was committed in the “coverage territory” during the Policy Period.

2. Exclusions

This insurance does not apply to:

(a) **Knowing Violation of Rights of Another**

“Personal and advertising injury” caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”.

(b) **Material Published With Knowledge of Falsity**

“Personal and advertising injury” arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(c) **Material Published Prior to Policy Period**

“Personal and advertising injury” arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period.

(d) **Criminal Acts**

“Personal and advertising injury” arising out of a criminal act committed by or at the direction of the insured.

(e) **Contractual Liability**

“Personal and advertising injury” for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for “compensatory damages” that the insured would have in the absence of the contract or agreement.

(f) **Breach of Contract**

“Personal and advertising injury” arising out of a breach of contract, except an implied contract to use another’s advertising idea in your “advertisement”.

(g) **Quality or Performance of Goods – Failure to Conform to Statements**

“Personal and advertising injury” arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement”.

(h) **Wrong Description of Prices**

“Personal and advertising injury” arising out of the wrong description of the price of goods, products or services stated in your “advertisement”.

(i) **Infringement of Copyright, Patent, Trademark or Trade Secret**

“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your “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 websites for others; or
- (iii) an Internet search, access, content or service provider.

However, this exclusion does not apply to Items 21 (a), (b) and (c) of “personal and advertising injury” under Part V – Definitions.

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

(k) **Electronic Chatrooms, Interactive Websites, Interactive Forums or Electronic Bulletin Boards**

“Personal and advertising injury” arising out of an electronic chatroom, interactive website, interactive forum or electronic 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 your email address, domain name or metatag, or any other similar tactics to mislead another’s potential customers.

(m) **Asbestos** – see Common Exclusions.

(n) **Fungi or Spores** – see Common Exclusions.

(o) **Nuclear Energy Liability** – see Common Exclusions.

(p) **Pollution** – see Common Exclusions.

(q) **Terrorism** – see Common Exclusions.

(r) **War Risks** – see Common Exclusions.

Coverage C – Medical Payments

1. **Insuring Agreement**

(a) We will pay medical expenses as described below for “bodily injury” caused by an accident:

- (i) on premises you own or rent;
- (ii) on ways next to premises you own or rent; or
- (iii) because of your 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 us within one (1) year of the date of the accident; and
 - (iii) the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- (b) We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance as described in Part III – Limits of Insurance. We will pay reasonable expenses for:
- (i) first aid administered 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

We will not pay expenses for “bodily injury”:

(a) Any Insured

To any insured, except “volunteer workers”.

(b) Hired Person

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

(c) Normally Occupied Premises

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

(d) Workers’ Compensation and Similar Laws

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

(e) Athletics Activities

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

(f) Products-Completed Operations Hazard

Included within the “products-completed operations hazard”.

(g) Coverage A Exclusions

Excluded under Coverage A.

Coverage D – Tenants’ Legal Liability

1. Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as “compensatory damages” because of “property damage” to which this insurance applies. This insurance applies only to “property damage” to premises of others rented to you or occupied by you. We will have the right and duty to defend the insured against any “action” seeking those “compensatory damages”. However, we will have no duty to defend the insured against any “action” seeking “compensatory damages” for “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “action” that may result. But:

- (i) the amount we will pay for “compensatory damages” is limited as described in Part III – Limits of Insurance; and
- (ii) our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A, B or D, or medical expenses under Coverage C.

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

- (b) This insurance applies to “property damage” only if:

- (i) the “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and
- (ii) the “property damage” occurs during the Policy Period; and

- (iii) prior to the Policy Period, no insured listed under Item 1 of Part II – Who Is an Insured, and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the Policy Period, that the “property damage” occurred, then any continuation, change or resumption of such “property damage” during or after the Policy Period will be deemed to have been known prior to the Policy Period.

(c) “Property damage” which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any insured listed under Item 1 of Part II – Who Is an Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, including any continuation, change or resumption of that “property damage” after the end of the Policy Period.

(d) “Property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under Item 1 of Part II – Who Is an Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:

- (i) reports all, or any part, of the “property damage” to us or any other insurer;
- (ii) receives a written or verbal demand or claim for “compensatory damages” because of the “property damage”; or
- (iii) becomes aware by any other means that “property damage” has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

(a) Expected or Intended Injury

“Property damage” expected or intended from the standpoint of the insured.

(b) Contractual Liability

“Property damage” for which the insured is legally 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) that the insured would have in the absence of the contract or agreement; or
- (ii) assumed in a contract or agreement that is an “insured contract”, provided the “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 “property damage”, provided:
 - (a) liability to such party for, or for 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) **Asbestos** – see Common Exclusions.
- (d) **Fungi or Spores** – see Common Exclusions.
- (e) **Nuclear Energy Liability** – see Common Exclusions.
- (f) **Pollution** – see Common Exclusions.
- (g) **Terrorism** – see Common Exclusions.
- (h) **War Risks** – see Common Exclusions.

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 or Spores

(a) “Bodily injury”, “property damage” or “personal and advertising injury” or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, 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 Item (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 Item (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”.

This exclusion does not apply to “bodily injury” or “property damage” included in the “products-completed operations hazard” arising directly or indirectly from “fungi” or “spores” that are found in or on, or are, “your product”, and you intend “your product” to be:

- (a) applied topically to; or
- (b) ingested by;

humans or animals.

For the purpose of the above exception:

- (a) “property damage” means physical injury to animals;
- (b) “products-completed operations hazard” means all “bodily injury” and “property damage” that arises out of “your product” provided the “bodily injury” or “property damage” occurs after you have relinquished physical possession of “your product”.

3. Nuclear Energy Liability

- (a) Liability imposed by or arising from any nuclear liability act or any law governing nuclear energy, or the amendments thereof.
- (b) “Bodily injury”, “property damage” or “personal and advertising injury” with respect to which an insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- (c) “Bodily injury”, “property damage” or “personal and advertising injury” resulting directly or indirectly from the “nuclear energy hazard” arising from:
 - (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) sold, handled, used or distributed by an insured.

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

4. Pollution

- (a) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”:
 - (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. However, this subparagraph does not apply to:
 - (a) “bodily injury” if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests;
 - (b) “bodily injury” or “property damage” for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (c) “bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire”;
 - (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:
 - (a) any insured; or
 - (b) any person or organization for whom you may be legally responsible;
 - (iv) at or from any premises, site or location on which any insured, or any contractors or subcontractors working directly or indirectly on any insured’s behalf, are performing operations if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (a) “bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment (that is not an “automobile”) or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (b) “bodily injury” or “property damage” sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (c) “bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire”;
 - (v) 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:
- (i) 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
 - (ii) 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. Terrorism

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

6. War Risks

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

Supplementary Payments – Coverages A, B and D

1. We will pay, with respect to any claim we investigate or settle, or any “action” against an insured we defend:
 - (a) all expenses we incur;
 - (b) the cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds;
 - (c) all reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or “action”, including actual loss of earnings up to \$300 a day because of time off from work;
 - (d) all costs assessed or awarded against you in the “action”;
 - (e) any interest accruing after entry of judgment upon that part of the judgment which is within the applicable Limit of Insurance and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.
2. If we defend an insured against an “action” and an indemnitee of the insured is also named as a party to the “action”, we will defend that indemnitee if all of the following conditions are met:
 - (a) the “action” against the indemnitee seeks “compensatory damages” for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an “insured contract”;

- (b) this insurance applies to such liability assumed by the insured;
- (c) the obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the insured in the same “insured contract”;
- (d) the allegations in the “action” and the information we know about the “occurrence” are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- (e) the indemnitee and the insured ask us to conduct and control the defence of that indemnitee against such “action” and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (f) the indemnitee:
 - (i) agrees in writing to:
 - (a) co-operate with us in the investigation, settlement or defence of the “action”;
 - (b) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “action”;
 - (c) notify any other insurer whose coverage is available to the indemnitee; and
 - (d) co-operate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (ii) provides us with written authorization to:
 - (a) obtain records and other information related to the “action”; and
 - (b) conduct and control the defence of the indemnitee in such “action”.

So long as the above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Item 2 (b) (ii) of Part I, Coverage A – Bodily Injury and Property Damage Liability, such payments will not be deemed to be “compensatory damages” for “bodily injury” and “property damage” and will not reduce the Limits of Insurance.

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

- (i) we have used up the applicable Limit of Insurance in the payment of judgments or settlements; or

- (ii) the conditions set forth above, or the terms of the agreement described in Item (f) above, are no longer met.

Part II – Who Is an Insured

1. If you are designated in the Declarations as:
 - (a) an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
 - (b) a partnership, limited liability partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business;
 - (c) a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers;
 - (d) an organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your shareholders are also insureds, but only with respect to their liability as shareholders;
 - (e) a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - (a) your “volunteer workers”, only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:
 - (i) “bodily injury” or “personal and advertising injury”:
 - (a) to you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
 - (b) to the spouse, child, parent, brother or sister of that co-“employee” or

“volunteer worker” as a consequence of Item (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 Items (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;
- (ii) “property damage” to property:
- (a) owned, occupied or used by you;
 - (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member (if you are a limited liability company);
 - (b) any person (other than your “employee” or “volunteer worker”) or any organization while acting as your real estate manager;
 - (c) any person or organization having proper temporary custody of your property if you die, but only:
 - (i) with respect to liability arising out of the maintenance or use of that property; and
 - (ii) until your legal representative has been appointed;
 - (d) your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
3. Any organization you newly acquire or form, other than a partnership, limited liability partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- (a) coverage under this provision is afforded only until the ninetieth (90th) day after you acquire or form 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 you acquired or formed the organization; and

- (c) Coverage B does not apply to “personal and advertising injury” arising out of an offence committed before you acquired or formed the organization.

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

Part III – Limits of Insurance

1. The Limits of Insurance stated in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) insureds;
 - (b) claims made or “actions” brought; or
 - (c) persons or organizations making claims or bringing “actions”.
2. The aggregate limit as described herein shall apply only to “compensatory damages” arising from the “products-completed operations hazard” as defined in this policy.
3. Subject to Item 2 above, the Each Occurrence Limit is the most we 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”.
4. Subject to Item 2 above, the Personal Injury and Advertising Limit is the most we will pay under Coverage B for “compensatory damages” because of all “personal and advertising injury” sustained by any one person or organization.
5. Subject to Item 3 above, the Tenants’ Legal Liability Limit is the most we will pay under Coverage D for “compensatory damages” because of “property damage” to any one premises.
6. Subject to Item 3 above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.

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

7. Deductible

- (a) Our obligation under Property Damage Liability and Tenants' Legal Liability to pay "compensatory damages" on your behalf applies only to the amount of "compensatory damages" in excess of any deductible amounts stated in the Declarations as applicable to such coverages.
- (b) The deductible amount applies as follows:
 - (i) under Coverage A, Bodily Injury and Property Damage 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 "compensatory damages" because of that "occurrence";
 - (ii) 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 "compensatory damages" because of that "occurrence".
- (c) The terms of this insurance, including those in respect to:
 - (i) our right and duty to defend any "action" seeking those "compensatory damages"; and
 - (ii) your duties in the event of an "occurrence", claim or "action";apply irrespective of the application of the deductible amount.
- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Part IV – Commercial General Liability Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our 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 you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

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

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:
 - (i) how, when and where the "occurrence" or offence took place;
 - (ii) the names and addresses of any injured persons and witnesses; and
 - (iii) the nature and location of any injury or damage arising out of the "occurrence" or offence.
- (b) If a claim is made or "action" is brought against any insured, you must:
 - (i) immediately record the specifics of the claim or "action" and the date received; and
 - (ii) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "action" as soon as practicable.

- (c) You and any other involved insured must:
 - (i) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - (ii) authorize us to obtain records and other information;
 - (iii) co-operate with us in the investigation or settlement of the claim or defence against the "action"; and
 - (iv) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

5. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the Policy Period and up to three years afterward.

6. Inspections and Surveys

- (a) We have the right to:
 - (i) make inspections and surveys at any time;
 - (ii) give you reports on the conditions we find; and

- (iii) recommend changes.
- (b) We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - (i) are safe or healthful; or
 - (ii) comply with laws, regulations, codes or standards.
- (c) Items (a) and (b) of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- (d) Item (b) of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this policy:

- (a) to join us as a party or otherwise bring us into an “action” seeking “compensatory damages” from an insured; or
- (b) to sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we 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 us, the insured and the claimant or the claimant’s legal representative.

8. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B or D of this policy, our obligations are limited as follows:

(a) Primary Insurance

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

(b) Excess Insurance

This insurance is excess over:

- (i) any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) that is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for “your work”;
 - (b) that is Fire insurance for premises rented to you or temporarily occupied by you 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 Item (e) or (f) of Part I, Coverage A – Bodily Injury and Property Damage Liability;
- (ii) any other primary insurance available to you covering liability for “compensatory damages” arising out of the premises or operations or products-completed operations for which you have been added as an additional insured by attachment of an endorsement or as shown on a certificate of insurance.

When this insurance is excess, we will have no duty under Coverages A, B or D to defend the insured against any “action” if any other insurer has a duty to defend the insured against that “action”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When this insurance is excess over any other insurance, we will pay only our 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.

We 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 of this policy.

(c) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable 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, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

9. Premium Audit

- (a) We will compute all premiums for this policy in accordance with our rules and rates.
- (b) Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the Policy Period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.
- (c) The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

10. 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 we pay.

11. Representations

By accepting this policy, you agree:

- (a) the statements in the Declarations are accurate and complete;
- (b) those statements are based upon representations you made to us; and
- (c) we have issued this policy in reliance upon your representations.

12. Separation of Insureds, Cross Liability

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

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

13. Termination

- (a) The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to us advance written notice of termination.
- (b) We may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - (i) fifteen (15) days before the effective date of termination if we terminate for non-payment of premium; or

- (ii) sixty (60) days before the effective date of termination if we terminate for any other reason.

Except in Quebec, if notice is mailed, termination takes effect fifteen (15) or sixty (60) 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 fifteen (15) or sixty (60) days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.

- (c) We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.
- (d) The Policy Period will end on the date termination takes effect.
- (e) If this policy is terminated, we will send the first Named Insured any premium refund due. If we terminate, the refund will be pro rata or subject to Item 9 – Premium Audit. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if we have not made or offered a refund.

14. Transfer of Rights of Recovery Against Others to Us

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

15. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

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

Part V – Definitions

1. “Abuse” means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. “Action” means a civil proceeding in which “compensatory damages” because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies are alleged. “Action” includes:

- (a) an arbitration proceeding in which such “compensatory damages” are claimed and to which the insured must submit or does submit with our consent; or
- (b) any other alternative dispute resolution proceeding in which such “compensatory damages” are claimed and to which the insured submits with our consent.
3. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
- (a) notices that are published include material placed on the Internet or on similar electronic means of communication; and
- (b) regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
4. “Automobile” means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. “Compensatory damages” 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.
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 Item (a) above; or
- (c) all other parts of the world if the injury or damage arises out of:
- (i) goods or products made or sold by you in the territory described in Item (a) above;
- (ii) the activities of an insured person whose home is in the territory described in Item (a) above, but is away for a short time on your business; or
- (iii) “personal and advertising injury” offences 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 Item (a) above or in a settlement we agree to.
8. “Employee” includes a “leased worker” and a “temporary worker”.
9. “Executive officer” means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
10. “Fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
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 a fire which becomes uncontrollable or breaks out from where it was intended to be.
13. “Impaired property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:
- (a) it incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or
- (b) you have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- (a) the repair, replacement, adjustment or removal of “your product” or “your work”; or
- (b) your 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 Items (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 you or temporarily occupied by you with permission of the owner is not an “insured contract”;

- (b) a sidetrack agreement;
- (c) an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- (d) any other easement agreement;
- (e) an obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
- (f) an elevator maintenance agreement;
- (g) that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “compensatory damages” because of “bodily injury” or “property damage” to a third person or organization, provided the “bodily injury” or “property damage” is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Item (g) does not include that part of any contract or agreement:

- (i) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) preparing or approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (ii) under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering of, or failure to render, “professional services”, including those listed in Item (i) above and supervisory, inspection, architectural or engineering activities.
16. “Leased worker” means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.
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. “Nuclear energy hazard” means the radioactive, toxic, explosive or other hazardous properties of “radioactive material”.

19. “Nuclear facility” means:

- (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium, or any one or more of them;
- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium, or any one or more of them, (ii) processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them, if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste “radioactive material”;

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

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

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

- (a) false arrest, detention or imprisonment;
- (b) malicious prosecution;
- (c) the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- (d) oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products or services;

- (e) oral or written publication, in any manner, of material that violates a person's right of privacy;
 - (f) the use of another's advertising idea in your "advertisement"; or
 - (g) infringing upon another's copyright, trade dress or slogan in your "advertisement".
22. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
23. "Products-completed operations hazard":
- (a) includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (i) products that are still in your physical possession; or
 - (ii) work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) when all of the work called for in your contract has been completed;
 - (b) when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;
 - (c) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - (b) does not include "bodily injury" or "property damage" arising out of:
 - (i) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (ii) the existence of tools, uninstalled equipment, or abandoned or unused materials.
24. "Professional services" shall include but not be limited to:
- (a) medical, surgical, dental, x-ray or nursing services 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.
25. "Property damage" means:
- (a) physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - (b) loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- 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.
26. "Radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Canadian Nuclear Safety Commission 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.

27. “Spores” includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any “fungi”.
28. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave, or to meet seasonal or short-term workload conditions.
29. “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.
30. “Volunteer worker” means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

31. “Your product”:

(a) means:

- (i) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) you;

(b) others trading under your name; or

(c) a person or organization whose business or assets you have acquired; and

- (ii) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products;

(b) includes:

- (i) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and

- (ii) the providing of or failure to provide warnings or instructions;

(c) does not include vending machines or other property rented to or located for the use of others but not sold.

32. “Your work”:

(a) means:

- (i) work or operations performed by you or on your behalf; and

- (ii) materials, parts or equipment furnished in connection with such work or operations;

(b) includes:

- (i) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and

- (ii) the providing of or failure to provide warnings or instructions.

Part VI – Description of Terms Used as Premium Bases

Premiums are computed in accordance with our manual rules and rates. You must keep records of the information we need for premium computation and send us copies at such times as we may request. Refer to Item 9, Premium Audit, of Part IV – Commercial General Liability Conditions.

Following are general descriptions of several premium bases we use. This list should not be read as complete. Additional bases of premium descriptions may be added to this policy section at the discretion of the insurer at any time.

Bases of Premium	Description
Area	The total number of square metres of floor space at the insured premises, including exterior and interior parking areas. Rates apply per 100 square metres of area.
Cost of Work	The total cost of all operations performed for you by contractors and subcontractors, including the cost of material furnished, used or delivered for use in the execution of the work. Rates apply per \$1,000 of cost of work.
Payroll	The total earnings for each owner, partner, “executive officer” and “employee”. Rates apply per \$1,000 of payroll.
Receipts	The gross amount of money charged for all work or services performed by you or on your behalf, or for goods and products sold and distributed by you or by others trading under your name. Rates apply per \$1,000 of receipts.
Hard Costs	The total cost of all work insured 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 the work but shall not include financial borrowing costs. Rates apply per \$1,000 of hard costs.