



## COMMERCIAL GENERAL LIABILITY

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**Name and Address of Insured:**

As Per Certificate

**Broker of Record:**

Front Row Insurance Brokers Inc  
#203-1508 West Second Avenue  
Vancouver, British Columbia V6J  
1H2

**Policy Period:** From As Per Certificate

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

**Policy Number:** As Per Certificate

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### DECLARATIONS

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

**COVERAGE** Commercial General Liability

**LIMITS OF LIABILITY** As Per Certificate

**PREMIUM** \$As Per Certificate

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In return for the payment of the premium, Certain Lloyd's Underwriters at Catlin Underwriting Agencies Ltd. in respect of Syndicate 2003 and AXA XL Media and Entertainment agrees with the Named Insured to provide the insurance afforded by this policy. Certain Lloyd's Underwriters at Catlin Underwriting Agencies Ltd. in respect of Syndicate 2003 and AXA XL Media and Entertainment has executed this policy, but it is valid only if countersigned by our authorized representative.

In witness whereof, this company has executed and attested those present; but this policy shall not be valid unless countersigned by a duly authorized representative of the Company, Certain Lloyd's Underwriters at Catlin Underwriting Agencies Ltd. in respect of Syndicate 2003 and AXA XL Media and Entertainment.

For the purposes of the Insurance Companies Act (Canada), this document was issued in the course of Certain Lloyd's Underwriters at Catlin Underwriting Agencies Ltd. in respect of Syndicate 2003 and AXA XL Media and Entertainment insurance business in Canada.

March 13, 2024

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Authorized Representative

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Countersignature Date

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

**COMMERCIAL GENERAL LIABILITY**

## COMMERCIAL GENERAL LIABILITY DECLARATIONS

Insurance is provided in accordance with the following information shown below subject to all terms and conditions of the Policy and all forms and endorsements forming a part thereof.

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### Limits of Liability:

Each Occurrence Limit:	\$As Per Certificate	
Aggregate Limit:	\$As Per Certificate	(With respect to Products-Completed Operations only) (Any one person/organization and aggregate)
Personal and Advertising Injury:	\$As Per Certificate	
Medical Expense Limit:	\$2,500	(Any one person)
	\$10,000	(Any one occurrence)
Tenants' Legal Liability:	\$2,000,000	(Any one premises)

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Form of Business:	As Per Certificate
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Business Description:	As Per Certificate
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Schedule of Deductibles:	Bodily Injury/ Property Damage/ Expense:	\$500.
	Tenants' Legal Liability:	\$500.

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### Schedule of Riders and Endorsements:

EC LDA1000 (Ed03/14)	General Provisions	Pages 3-5
EC LSL6030 (ED02/11)	CGL Policy	Pages 6 to 34
CGL-010	Incidental Malpractice	Page 35
CGL-033	Abuse Exclusions	Page 36
CGL-047	Additional Insured	Page 37 to 38
CGL-056	Limits of Insurance	Page 39 to 40
CGL-088	Pyrotechnics and Explosives	Page 41
SAV-L09	Property Damage Liability	Page 42 to 44
LMA3100	Sanction Limitation & Exclusion Clause	Page 45
LMA5228A	Cyber & Data Exclusion	Page 46
LMA5396	Communicable Disease Endorsement	Page 47
LMW1542f	Lloyd's Underwriters Complaints Protocol	Page 48 to 49
LMW1543e	Notice Concerning Personal Information	Page 50 to 53
LMW1565c	Lloyd's Underwriters Code of Consumer Rights & Responsibilities	Page 54 to 55
LSW1814a	Statutory Conditions (Alberta)	Page 56 to 59
LSW1815	Statutory Conditions (British Columbia)	Page 60 to 66
LSW1851	Statutory Conditions (Manitoba)	Page 67 to 70
LSW1193a	Statutory Conditions (all other provinces)	Page 71 to 75
NMA1191	Radioactive Contamination Exclusion Clause	Page 76
NMA1978a	Nuclear Incident Exclusion Clause	Page 77 to 78
NMA2920	Terrorism Exclusion Endorsement	Page 79
NMA464	War and Terrorism Exclusion Clause	Page 80

Nothing herein shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the undermentioned Policy other than as above stated.

**ATTACHED TO AND FORMING PART OF POLICY NO: A208PR0166**

## **GENERAL PROVISIONS**

### **1. ASSIGNMENT**

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

### **2. PREMIUM**

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

### **3. INSPECTION AND AUDIT**

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

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

### **4. WAIVER OF TERM OR CONDITION**

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

(Ed03/14)  
EC LDA1000

## **5. TERMINATION OF INSURANCE**

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

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

## **6. NOTICE**

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

## **7. CONFORMITY WITH STATUTE**

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



## **8. CANADIAN CURRENCY CLAUSE**

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

## **9. LAWS OR REGULATIONS PROHIBITING COVERAGE**

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

## **COMMERCIAL GENERAL LIABILITY POLICY**

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

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

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

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

### **Part I – COVERAGES**

#### **COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY**

##### **1. Insuring Agreement**

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". The Insurer will have the right and duty to defend an "action" seeking those damages. But:
  - 1) The amount the Insurer will pay for "compensatory damages" is limited as described in Part III – LIMITS OF INSURANCE;
  - 2) The Insurer may investigate and settle any claim or "action" at the Insurer's discretion; and
  - 3) The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
- b. "Compensatory damages" because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any "employee" authorized by the Named Insured to give or receive notice of an "occurrence" or claim:

- 1) Reports all, or any part, of the "bodily injury" or "property damage" to the Insurer or any other insurer;
  - 2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or
  - 3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## **2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":
  - 1) That the Insured would have in the absence of the contract or agreement; or
  - 2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided:
    - a) Liability to such party for, or at the cost of, that party's defence has also been assumed in the same "insured contract"; and
    - b) Such legal fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.
- c. Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- d. "Bodily injury" to
  - 1) An "employee" of the Insured arising out of and in the course of:
    - a) Employment by the Insured; or

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

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

This exclusion applies:

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

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

This exclusion does not apply:

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

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

e. "Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any "automobile" owned or operated by or on behalf of or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury" or "property damage".

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

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

This exclusion does not apply to:

(1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law.

(2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" owned by the Insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the "automobile" is insured.

(3) The ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment, but this exception does not apply when such equipment is used for the purpose of "loading or unloading".

f. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, "loading or unloading", or entrustment to others, by or on behalf of any Insured of:

- 1) Any "aircraft", air cushion vehicle or watercraft owned or operated by or rented or loaned to any Insured; or
- 2) Any premises for the purpose of an airport or "aircraft" landing area and all operations necessary or incidental thereto.

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

This exclusion does not apply to:

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

g. "Property damage" to:

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

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

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

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

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

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

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

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

- k. “Compensatory damages” claimed for any loss, cost or expense incurred by any Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
  - 1) “The Named Insured’s product”;
  - 2) “The Named Insured’s work”; or
  - 3) “Impaired property”;

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

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

This exclusion does not apply:

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

m. Liability for:

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

arising therefrom.

- n. "Bodily injury" arising out of “personal and advertising injury”.
- o. Asbestos – See Common Exclusions.
- p. Fungi and Fungal Derivatives – See Common Exclusions.
- q. Nuclear Liability – See Common Exclusions.
- r. Pollution – See Common Exclusions.
- s. Professional Liability – See Common Exclusions.
- t. Terrorism – See Common Exclusions.
- u. War Risks – See Common Exclusions.

## **COVERAGE B. PERSONAL and ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

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

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

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

## **2. Exclusions**

This insurance does not apply to:

a. “Personal and advertising injury”:

- 1) Caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”;
- 2) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- 3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- 4) Arising out of a criminal act committed by or with the consent of the Insured;
- 5) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for “compensatory damages” that the Insured would have in the absence of the contract or agreement.
- 6) Arising out of breach of contract, except an implied contract to use another’s advertising idea in the Named Insured’s “advertisement”;
- 7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the Named Insured’s “advertisement”;
- 8) Arising out of the wrong description of the price of goods, products or services stated in the Named Insured’s “advertisement”;
- 9) An offense committed by an Insured whose business is advertising, broadcasting, publishing or telecasting;
- 10) Arising out of an electronic chatroom or bulletin board that any Insured hosts, owns, or over which any Insured exercises control;
- 11) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in the Named Insured’s “advertisement” of copyright, trade dress or slogan; or
- 12) Arising out of the unauthorised use of another’s name or product in the Named Insured’s e-mail address, domain name or metatag, or any other similar tactics to mislead another’s potential customers.



- b. Asbestos – See Common Exclusions.
- c. Fungi and Fungal Derivatives – See Common Exclusions.
- d. Nuclear Liability – See Common Exclusions.
- e. Pollution – See Common Exclusions.
- f. Professional Liability – See Common Exclusions.
- g. Terrorism – See Common Exclusions.
- h. War Risks – See Common Exclusions.

## **COVERAGE C. MEDICAL PAYMENTS**

### **1. Insuring Agreement**

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

### **2. Exclusions**

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

- a. To any Insured, except “volunteer workers”;
- b. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured;
- c. To a person injured on that part of premises the Named Insured owns or rents that the person normally occupies;
- d. To a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers’ compensation or disability benefits law or a similar law;
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests;
- f. The payment of which is prohibited by law;
- g. Included within the “products-completed operations hazard”; or
- h. Excluded under Coverage A.

#### **COVERAGE D. TENANTS' LEGAL LIABILITY**

##### **1. Insuring Agreement**

The Insurer will pay those sums that the Insured becomes legally obligated to pay as “compensatory damages” because of “property damage” to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, and D. This insurance applies only to “property damage” to premises owned or rented to the Named Insured, or occupied by the Named Insured. This insurance applies only to “property damage” which occurs during the policy period. The “property damage” must be caused by an “occurrence”. The “occurrence” must take place in the “coverage territory”. The Insurer will have the right and duty to defend any “action” seeking those “compensatory damages” but:

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

##### **2. Exclusions**

This insurance does not apply to:

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

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

#### **COMMON EXCLUSIONS – COVERAGES A, B, C and D**

This insurance does not apply to:

##### **1. Asbestos**

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

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

##### **2. Fungi and Fungal Derivatives**

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

- c. Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

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

### **3. Nuclear Energy Liability**

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

As used in this exclusion:

- a) The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- b) The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- c) The term "nuclear facility" means:
  - 1) Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - 2) Any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;

- 3) Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- 4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;  
  
and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- d) The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

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

#### **4. Pollution**

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
  - 1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - i. "Bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - ii. "Bodily injury" or "property damage" for which the Insured may be held liable, if the Insured is a contractor and the owner or lessee of such premises, site or location has been added to this policy as an additional insured with respect to the Insured's ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, rented or loaned to, any insured, other than that additional insured; or
    - iii. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - 2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - 3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- i. Any insured; or
  - ii. Any person or organization for whom the Insured may be legally responsible; or
- 4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- i. "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - ii. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the Insured or on the Insured's behalf by a contractor or subcontractor; or
  - iii. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- 5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- b. Any loss cost, or expense arising out of any:
- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - 2) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

## **5. Professional Liability**

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

## **6. Terrorism**

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

## **7. War Risks**

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

### **SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D**

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

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

These payments will not reduce the limits of insurance.

### **Part II – WHO IS AN INSURED**

- 1) If the Named Insured designated in the Declarations is:

- a) An individual, the Named Insured and his or her spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
  - b) A partnership, limited liability partnership or joint venture, the Named Insured is an Insured. The Named Insured's members, partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business.
  - c) A limited liability company, the Named Insured is an Insured. The Named Insured's members are also Insureds, but only with respect to the conduct of the Named Insured's business. The Named Insured's managers are also Insureds, but only with respect to their duties as the Named Insured's managers.
  - d) An organization other than a partnership, limited liability partnership, joint venture or limited liability company, the Named Insured is an Insured. The Named Insured's "executive officers" and directors are Insureds, but only with respect to their duties as the Named Insured's "executive officers" or directors. The Named Insured's stockholders are also Insureds, but only with respect to their liability as stockholders of the Named Insured.
  - e) A trust, the Named Insured is an Insured. The Named Insured's trustees are also Insureds, but only with respect to their duties as trustees of the Named Insured.
- 2) Each of the following is also an Insured:

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

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

- (a) To the Named Insured, to the Named Insured's partners or members (if the Named Insured is a partnership, limited liability partnership or joint venture), to the Named Insured's members (if the Named Insured is a limited liability company), to a co- "employee" while in the course of his or her employment or performing duties related to the conduct of the Named Insured's business, or to the Named Insured's other "volunteer workers" while performing duties related to the conduct of the Named Insured's business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs (1)(a) or (b) above;



- (d) Arising out of his or her providing or failing to provide professional health care services; or
  - (e) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law; or
- (2) "Property damage" to property:
- (a) Owned, occupied or used by, or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by the Named Insured, any of the Named Insured's "employees", "volunteer workers", any partner or member (if the Named Insured is a partnership, limited liability partnership or joint venture), or any member (if the Named Insured is a limited liability company).
- b) Any person (other than the Named Insured's employees or "volunteer workers"), or any organization while acting as the Named Insured's real estate manager.
  - c) Any person or organization having proper temporary custody of the Named Insured's property if the Named Insured dies, but only:
    - 1. With respect to liability arising out of the maintenance or use of that property; and
    - 2. Until the Named Insured's legal representative has been appointed.
  - d) The Named Insured's legal representative if the Named Insured dies, but only with respect to duties as such. That representative will have all the Named Insured's rights and duties under this Policy.
- 3) Any organization the Named Insured newly acquires or forms, other than a partnership, limited liability partnership, joint venture or limited liability company, and over which the Named Insured maintains ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after the Named Insured acquires or forms the organization or the end of the policy period, whichever is earlier;
  - b. Coverages A and D do not apply to "bodily injury" or "property damage" that occurred before the Named Insured acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before the Named Insured acquired or formed the organization.

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

### **Part III – LIMITS OF INSURANCE**

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

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

#### **7. Deductible**

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

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

#### **Part IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

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

##### **2. Canadian Currency Clause**

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

##### **3. Changes**

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

##### **4. Conformity With Statute**

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

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

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

## **6. Examination of the Insured’s Books and Records**

The Insurer may examine and audit the Named Insured’s books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## **7. Inspections and Surveys**

The Insurer has the right but is not obligated to:

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

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:

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

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

## **8. Legal Action Against the Insurer**

No person or organization has a right under this policy:

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

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but the Insurer will not be liable for “compensatory damages” that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant's legal representative.

Every “action” or proceeding against the Insurer shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this policy is governed by the law of Quebec, every “action” or proceeding against the Insurer shall be commenced within three years from the time the right of action arises.

## **9. Other Insurance**

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

### **a. Primary Insurance**

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

### **b. Excess Insurance**

This insurance is excess over:

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

- a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for “the Named Insured's work”;

- b) That is Fire insurance for premises rented by the Insured or temporarily occupied by the Insured with permission of the owner;
  - c) If the loss arises out of the maintenance or use of watercraft or "automobile" to the extent not subject to either Exclusion e. or f. of Section I – Coverage A – Bodily Injury and Property Damage Liability.
- 2) Any other primary insurance available to the Insured covering liability for "compensatory damages" arising out of the premises or products-completed operations for which the Insured has been added as an additional insured by attachment of an endorsement.

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

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

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

**C. Method of Sharing**

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

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

**10. Premium Audit**

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

**11. Premiums**

The first Named Insured shown in the Declarations:

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

## **12. Representations**

By accepting this policy, the Named Insured agrees that:

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

## **13. Separation of Insureds, Cross Liability**

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

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

## **14. Termination**

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

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

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

- c. The Insured will mail or deliver its notice to the first Named Insured's last mailing address known to the Insurer.
- d. The policy period will end on the date the termination takes effect.
- e. If the policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, the refund will be pro rata. If the first Named Insured terminates, the

refund may be less than pro rata. The termination will be effective even if the Insurer has not made or offered a refund.

**15. Transfer of Rights of Recovery Against Others to the Insurer**

If the Insured has rights to recover all or part of any payment the Insurer has made under this policy, those rights are transferred to the Insurer. The Insured must do nothing after loss to impair them. At the Insurer's request, the Insured will bring "action" or transfer those rights to the Insurer and help the Insurer enforce them.

**16. Transfer of the Named Insured's Rights and Duties Under this Policy**

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

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

**Part V – DEFINITIONS**

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

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



4. "Automobile" means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "Compensatory Damages" means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiplied portion of any multiplied damage award.
7. "Coverage territory" means:
  - a. Canada and the United States of America (including its territories and possessions);
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All parts of the world if
    - 1) The injury or damage arises out of:
      - a) Goods or products made or sold by the Named Insured in the territory described in a. above;
      - b) The activities of an Insured whose business is located or incorporated in the territory described in a. above, but is away on business for a period of one year or less; or
      - c) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement the Insurer agrees to in writing.
8. "Data" means representations of information or concepts, in any form.
9. "Employee" includes a "leased worker" and a "temporary worker".
10. "Executive officer" means a person holding any of the officer positions created by the Named Insured's charter, constitution, by-laws or any other similar governing document.
11. "Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.
12. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
13. "Impaired property" means tangible property, other than "the Named Insured's product" or "the Named Insured's work", that cannot be used or is less useful because:

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

restored to use by:

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

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

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

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

15. “Insured contract” means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to the Insured or temporarily occupied by the Insured with permission of the owner is not an “insured contract”;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. An elevator maintenance agreement; or
- g. That part of any other contract or agreement pertaining to the Named Insured’s business under which the Named Insured assumes the tort liability of another to pay for “compensatory damages” because of “bodily injury” or “property damage” to a third person or organization, provided the “bodily injury” or “property damage” is caused, in whole or in part, by the Named Insured or by those acting on the Named Insured’s behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

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

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

17. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "aircraft", watercraft or "automobile";
- b. While it is in or on an "aircraft", watercraft or "automobile"; or
- c. While it is being moved from an "aircraft", watercraft or "automobile" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft", watercraft or "automobile".

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

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

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. Misappropriation of advertising ideas or styles of doing business; or

g. Infringement of copyright, title or slogan.

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

21. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises the Named Insured owns or rents and arising out of "the Named Insured's product" or "the Named Insured's Work" except:

1) Products that are still in the Named Insured's physical possession; or

2) Work that has not yet been completed or abandoned. "The Named Insured's Work" will be deemed completed at the earliest of the following times:

a) When all of the work called for in the Named Insured's contract has been completed.

b) When all of the work to be done at the site has been completed if the Named Insured's contract calls for work at more than one site.

c) When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

1) The existence of tools, uninstalled equipment or abandoned or unused materials; or

2) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Named Insured, and that condition was created by the "loading or unloading" of that vehicle by any Insured.

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

a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;

b. Any professional service or treatment conducive to health;

c. Professional services of a pharmacist;

d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;

- f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropractic, hearing aid, optical or optometrical services or treatments;
- g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- h. Supervisory, inspection, architectural, design or engineering services;
- i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
- j. Any computer programming or re-programming, consulting, advisory or related services; or
- k. Claim, investigation, adjustment, appraisal, survey or audit services.

23. "Property damage" means:

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

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

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

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

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

26. "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - 1) the Named Insured;
  - 2) Others trading under the Named Insured's name; or
  - 3) A person or organization whose business or assets the Named Insured has acquired; and

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

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

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

28. “The Named Insured’s work” means:

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

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

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

29. “Volunteer worker” means a person who is not the Named Insured’s “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by the Named Insured, and is not paid a fee, salary or other compensation by the Named Insured or anyone else for their work performed for the Named Insured.

30. Wherever used in this policy, the term “Named Insured” means the Insured named in the Declarations to which this policy is attached.

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**CGL-010**

POLICY NUMBER: E208PR1427

Commercial General Liability

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. INCIDENTAL  
MALPRACTICE INJURY ENDORSEMENT (Ed02/11)**

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

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Endorsement effective: **Effective Date**  
at 12:01 A.M. standard time

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Named Insured: **As per Certificate**

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

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

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

This amendment does not apply to:

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

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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CGL-033

Commercial General Liability

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ABUSE EXCLUSION (Ed02/11)**

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

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Endorsement effective: **Effective Date**

at 12:01 A.M. standard time

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Named Insured: **As per Certificate**

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It is hereby understood and agreed that with respect to Coverage A – Bodily Injury and Property Damage, and Coverage B – Personal and Advertising Injury Liability, the policy does not apply to:

- a. 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”;
- b. Claims or “actions” based on the Insured’s practices of “employee” hiring, acceptance of “volunteer workers” or supervision or retention of any person alleged to have committed “abuse”; or
- c. Claims or “actions” alleging knowledge by an Insured of, or failure to report, the alleged “abuse” to the appropriate authority(ies).

As used in this Endorsement:

“Abuse” means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL  
INSURED (ED02/11)**

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

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Endorsement effective: **Effective Date**

at 12:01 A.M. standard time

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Named Insured: **As per Certificate**

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**ADDITIONAL INSURED:**

The unqualified word "Insured" includes the Named Insured and any interest or other entity predecessor thereto, which may exist or be hereafter acquired or constituted, over which the Named Insured may exercise control, or for which the Named Insured is responsible for arranging insurance and also includes any owner, person, firm organization, trustee, estate or governmental entity to whom or to which the Named Insured has contracted or agreed to effect insurance, by virtue of any lease, contract, agreement or similar undertaking or by the issuance or existence of a permit; but the insurance provided for such additional insured is restricted to apply solely with respect to liability arising out of the operations of the Named Insured.

**FIRST NAMED INSURED:**

The First Named Insured shall be deemed the sole and irrevocable agent and/or trustee of each and every Insured under this Policy for the purpose of:

- (a) Giving to or receiving from the Insurer(s) notice of termination;
- (b) Giving instructions to or agreeing with the Insurer(s) for alterations of the Policy wording;
- (c) Making or receiving payments of premiums or adjustments of premium;
- (d) Giving to or receiving from the Insurer(s) all notice contemplated by this Policy, including notice of loss, damage or claim;
- (e) Enforcing and agreeing upon a settlement of claims.

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**CGL-047**

**WITH RESPECT TO LIABILITY POLICIES ADDITIONAL INSURED;**

Each of the following is an Insured under this insurance to the extent set forth below:

- a) Each person, firm corporation or government body for whom the First Named Insured has contracted to provide insurance, but only with respect to liability that arises out of the operations of the First Named Insured, and only to the extent required by such contract;
- b) Co-Owners of property or partners in the operations if the First Named Insured or Mortgagees of the First Named Insured, but only with respect of operations of the First Named Insured.
- c) Lessors of any property leased to the First Named Insured whereby the First Named Insured is obligated to provide liability insurance for the lessor in respect of the ownership, maintenance, operations or use of such leased property.

**ADDITIONAL INTEREST CLAUSE**

This policy is extended to include the interest of all owners, lessors, trustees, mortgagees, and/or lessees in property for which the Named Insured has agreed to provide insurance. It is agreed that said owners, lessors, trustees, mortgagees, and/or lessees shall be included as additional insureds and loss payees where applicable.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

CGL-056

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITS OF INSURANCE - CERTIFICATES OF INSURANCE (Ed02/11)**

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

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Endorsement effective: **Effective Date**

at 12:01 A.M. standard time

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Named Insured: **As per Certificate**

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

With respect to Part III - Limits of Insurance, Clause 2, 3, 4, 5, and 6 are deleted and replaced by the following:

2. Subject to 3. below, the Each Occurrence Limit is the most the Insurer will pay for the sum of:

- a. "Compensatory Damages" under Coverage A; and
- b. Medical Expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence", subject to the following additional provisions:

- a. The Each Occurrence Limit shown under this Policy shall apply as if a separate Commercial General Liability Policy has been issued for the "Certificate of Insurance" issued to the Named Insured(s) designated in the Declarations of this Policy.
- b. The Each Occurrence Limit shown on the "Certificate of Insurance" is the most the Insurer will pay in respect of the Policy Period regardless of the number of Insureds listed on each "Certificate of Insurance".

3. Under Coverage A, the Aggregate Limit is the most the Insurer will pay for the sum of all "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard", subject to the following additional provisions:

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**CGL-056**

- a. The Aggregate Limit shown under this Policy shall apply as if a separate Commercial General Liability Policy has been issued for the "Certificate of Insurance" issued to the Named Insured(s) designated in the Declarations of this Policy.
- b. The Aggregate Limit shown on the "Certificate of Insurance" is the most the Insurer will pay in respect of the Policy Period regardless of the number of Insureds listed on each "Certificate of Insurance".
4. The Personal Injury 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 Injury and Advertising Injury sustained by any person or organization and in the aggregate during any one policy year, subject to the following additional provisions:
  - a. The Personal Advertising Injury Limit shown under this Policy shall apply as if a separate Commercial General Liability Policy has been issued for the "Certificate of Insurance" issued to the Named Insured(s) designated in the Declarations of this Policy.
  - b. The Personal Injury and Advertising Injury Limit shown on the "Certificate of Insurance" is the most the Insurer will pay in respect of the Policy Period regardless of the number of Insureds listed on each "Certificate of Insurance".
5. The Tenants' Legal Liability Limit is the most the Insurer will pay under Coverage D for "compensatory damages" because of "property damage" to any one premises, subject to the following additional provisions:
  - a. The Tenants' Legal Liability Limit shown under this Policy shall apply as if a separate Commercial General Liability Policy has been issued for the "Certificate of Insurance" issued to the Named Insured(s) designated in the Declarations of this Policy.
  - b. The Tenants' Legal Liability Limit shown on the "Certificate of Insurance" is the most the Insurer will pay in respect of the Policy Period regardless of the number of Insureds listed on each "Certificate of Insurance".
6. Subject to 2. above, the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, subject to the following additional provisions:
  - a. The Medical Expense Limit shown under this Policy shall apply as if a separate Commercial General Liability Policy has been issued for the "Certificate of Insurance" issued to the Named Insured(s) designated in the Declarations of this Policy.
  - b. The Medical Expense Limit shown on the "Certificate of Insurance" is the most the Insurer will pay in respect of the Policy Period regardless of the number of Insureds listed on each "Certificate of Insurance".

For the purpose of this endorsement, the following definition is added to **Part V – Definitions**:

"Certificate of Insurance" means a document issued to the Named Insured(s) listed on the "Certificate of Insurance" evidencing that a separate Policy of insurance has been issued to the Named Insured(s) evidencing:

- a. That they are a Named Insured on the Policy;
- b. The coverages, limits and deductibles afforded to the Named Insured(s); and
- c. The Policy Period.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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CGL-088

Commercial General Liability

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PYROTECHNICS & EXPLOSIVES EXCLUSION (ED02/11)**

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

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Endorsement effective: **Effective Date**

at 12:01 A.M. standard time

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Named Insured: **As per Certificate**

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It is hereby understood and agreed that this insurance does not apply to "bodily injury" or "property damage" directly or indirectly caused by, arising out of or resulting from the use of any explosives, fireworks or pyrotechnic devices, except "flashboxes", unless specifically endorsed hereon.

As used in this endorsement, a "flashbox" is a device that is used in shows to create a visual effect along with an explosive noise. It is induced electrically in a cylinder with no projectile, wadding or wrapping.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**PROPERTY DAMAGE LIABILITY ENDORSEMENT**

**1. Insuring Agreement**

We agree to pay damages you become legally obligated to pay because of loss of, injury to, or destruction of property of others, occurring during the Policy Period, while such property is in your care, custody, or control and is used or to be used in connection with your business operations as stated in the Policy Declarations. This coverage also includes loss of use of property of others for which you are legally liable.

**2. Limit of Liability**

Our limit of liability for any one occurrence shall not exceed the amount stated in the Policy Declarations including any amounts for loss of use.

**3. Deductible**

Our liability for loss shall be for the amount in excess of the deductible stated in the Policy Declarations, not exceeding the Limit of Liability.

**4. Exclusions**

This coverage does not apply to liability for:

1. Property damage expected or intended from your standpoint. But this exclusion does not apply to property damage resulting from the use of reasonable force to protect persons or property;
2. Property damage to any of the following which you own, operate, rent, lease, or borrow:
  - a. Aircraft;
  - b. Watercraft;
  - c. Railroad cars, locomotives, or their equipment;
  - d. Motor vehicles and/or trailers except when used as offices or dressing rooms or other purposes usual or incidental to your business operations, but excluding any coverage while such motor vehicles or trailers are in motion away from the site of any event covered by this policy;

**4. Exclusions  
(continued)**

3. Property damage to any personal property used or to be used in any theatrical sets (such as Props, Sets or Wardrobe) or any equipment used or to be used in connection with your business operations as stated in the Policy Declarations when such property is rented to or leased by you;
4. Damage to or destruction of property, including loss of use thereof, rented to or leased by you for any purpose other than those falling within the scope of your business operations as stated in the Policy Declarations;
5. Mysterious disappearance or inventory shortage;
6. Loss of or injury to any animals;
7. Loss of or damage to premises and/or property used as living quarters for your cast or crew; or
8. Loss of or damage to film, tapes, or sound tracks.

**5. Defense, Supplementary  
Payments**

1. We will defend claims or suits against you seeking damages to which this insurance applies.

We may make:

- a. Such investigation of any occurrence, claim or suit, and
- b. Such settlement within the applicable Limit of Liability available

as we think appropriate. Our right and duty to defend such claims or suits end when we have paid the Limit of Liability shown on the Policy Declarations.

2. We will pay in addition to the Limit of Liability:

- a. Legal fees and all other litigation expenses;
- b. The cost of bonds to appeal a judgement or award in any suit we defend;

**6. Defense, Supplementary  
Payments (continued)**

- c. The cost of bonds to release attachments, but only for bond amounts within the Limit of Liability available;
- d. Reasonable expenses incurred by you at our request to assist us in the investigation or defense of a claim or suit including actual loss of earnings up to \$150 a day because of time off from work;
- e. Costs taxed against you in the suit;
- f. Interest on the full amount of any judgement that accrues after entry and before we have paid, offered to pay, or deposited in court the amount available for the judgement within the Limit of Liability.

**7. Other Insurance**

If other valid and collectible insurance is available to you for a loss we cover under this form, 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 as described in Item b. below;

***b. 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 Liability 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 Liability to the total applicable Limits of Liability of all Insurers.



### **Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

## **CYBER AND DATA EXCLUSION**

(for attachment to Canadian Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1 **CYBER ACT** or **CYBER INCIDENT** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **CYBER ACT** or **CYBER INCIDENT**;
  - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **DATA**, including any amount pertaining to the value of such **DATA**; or
  - 1.3 complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation,regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **Definitions**

**COMPUTER SYSTEM** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

**CYBER ACT** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**.

**CYBER INCIDENT** means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **COMPUTER SYSTEM**.

**DATA** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **COMPUTER SYSTEM**.

## COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

**LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

**Lloyd's Underwriters**

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec clients:**

**Autorité des marchés financiers (AMF):** The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

10/20

LSW1542F

## **NOTICE CONCERNING PERSONAL INFORMATION**

### **Introduction:**

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

### **Consent to Collection:**

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

### **How we Collect Information:**

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

### **What personal information we process about you and how it is used:**

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

We collect, process, and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit <https://www.lloyds.com>. Further details can be found on our online Privacy & Cookies policy at [Privacy - Lloyd's \(lloyds.com\)](#)

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

**Who we disclose your information to:**

For our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction.

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

**Use or disclosure without consent or further notification**

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- Interest of the individual: When it is clearly used for your benefit.
- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

**Retention**

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

**Your rights**

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

**The right to access**

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

**The right to rectification**

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

**The right to be forgotten**

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

**The right to data portability**

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.



**The right to withdraw consent**

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

**How to access your information and/or contact us**

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contact:

Lloyd's Underwriters  
Attention: Nicole Seymour, Privacy Officer  
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,  
P.O. Box 51 Toronto, Ontario M5J 2J2 Tel:  
1-416-360-1512  
E-mail: [LloydsCanada@lloyds.com](mailto:LloydsCanada@lloyds.com)

08/23  
LSW1543E

# Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

## **Right to Be Informed**

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

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

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

## **Responsibility to Ask Questions and Share Information**

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

## **Right to Complaint Resolution**

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

## **Responsibility to Resolve Disputes**

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

**Right to Professional Service**

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

**Right to Privacy**

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

10/12

LSW1565C

## **STATUTORY CONDITIONS (Alberta)**

### **Misrepresentation**

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

### **Property of others**

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - (a) otherwise specifically stated in the contract, or
  - (b) the interest of the insured in that property is stated in the contract.

### **Change of interest**

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

### **Material change in risk**

4.
  - (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
    - (a) material to the risk, and
    - (b) within the control and knowledge of the insured.
  - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
  - (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
    - (a) terminate the contract in accordance with Statutory Condition 5,or
    - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
  - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

### **Termination of insurance**

5. (1) The contract may be terminated
- (a) by the insurer giving to the insured 15 days' notice of termination by recorded mail or 5 days' written notice of termination personally delivered, or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the recorded letter or notification of it is delivered to the insured's postal address.

### **Requirements after loss**

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
- (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) stating the amount of other insurances and the names of other insurers,
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and

- (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

### **Fraud**

- 7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

### **Who may give notice and proof**

- 8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
  - (a) by the agent of the insured, if
    - (i) the insured is absent or unable to give the notice or make the proof, and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

### **Salvage**

- 9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

### **Entry, control, abandonment**

- 10. After loss or damage to insured property, the insurer has
  - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

- (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
- (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **In case of disagreement**

- 11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
  - (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the insurer.

#### **When loss payable**

- 12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

#### **Repair or replacement**

- 13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

#### **Notice**

- 14. (1) Written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by recorded mail addressed to, the insured's last known address as provided to the insurer by the insured.

## STATUTORY CONDITIONS

### (British Columbia)

#### **Misrepresentation**

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### **Property of others**

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - (a) otherwise specifically stated in the contract, or
  - (b) the interest of the insured in that property is stated in the contract.

#### **Change of interest**

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

#### **Material change in risk**

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
  - (a) material to the risk, and
  - (b) within the control and knowledge of the insured.



- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
  - (a) terminate the contract in accordance with Statutory Condition 5,
  - or
  - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

#### **Termination of insurance**

- 5. (1) The contract may be terminated
  - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
  - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

#### **Requirements after loss**

- 6.
  - (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
    - (a) immediately give notice in writing to the insurer,
    - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
      - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
      - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
      - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
      - (iv) stating the amount of other insurances and the names of other insurers,

- (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
- (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
- (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **Fraud**

7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

## **Who may give notice and proof**

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
  - (a) by the agent of the insured, if

- (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

### **Salvage**

- 9.
  - (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
  - (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

### **Entry, control, abandonment**

- 10. After loss or damage to insured property, the insurer has
  - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
    - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
    - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

### **In case of disagreement**

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
  - (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the insurer.

### **When loss payable**

12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

### **Repair or replacement**

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

### **Notice**

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

01/07/12

LSW1815

**STATUTORY CONDITIONS**  
**(Manitoba)**

**Misrepresentation**

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

**Property of others**

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - (a) otherwise specifically stated in the contract, or
  - (b) the interest of the insured in that property is stated in the contract.

**Change of interest**

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

**Material change in risk**

4.
  - (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
    - (a) material to the risk, and
    - (b) within the control and knowledge of the insured.
  - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
  - (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
    - (a) terminate the contract in accordance with Statutory Condition 5,or
    - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
  - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

### **Termination of contract**

5. (1) The contract may be terminated
- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15-day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

### **Requirements after loss**

6. (1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
- (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
    - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) stating the amount of other insurances and the names of other insurers,
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and



- (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

### **Fraud**

- 7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

### **Who may give notice and proof**

- 8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under of Statutory Condition 6 (1) (b) may be made
  - (a) by the agent of the insured if
    - (i) the insured is absent or unable to give the notice or make the proof, and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

### **Salvage**

- 9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

### **Entry, control, abandonment**

- 10. After loss or damage to insured property, the insurer has
  - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

- (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
- (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **In case of disagreement**

- 11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
  - (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the insurer.

#### **When loss payable**

- 12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

#### **Replacement**

- 13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

#### **Notice**

- 14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to the insured's last known address as provided to the insurer by the insured.

## CONDITIONS

The conditions as set out below apply to all of the perils insured by this policy either as STATUTORY CONDITIONS or as contractual conditions as the law may require.

### STATUTORY CONDITIONS/CONDITIONS

#### Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### Property of Others

2. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

#### Change of Interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy Act* (Canada) or change of title by succession, by operation of law, or by death.

#### Material Change

4. Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

#### Termination

5. 1. This contract may be terminated,
  - (a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
  - (b) by the insured at any time on request.
2. Where this contract is terminated by the insurer,
  - (a) the insurer shall refund the excess of premium actually paid by the 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; and
  - (b) 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.

3. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of the premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
4. The refund may be made by money, postal or express company money order or cheque payable at par.
5. The fifteen days mentioned in clause 1(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.

#### **Requirements After Loss**

6. 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
  - (a) forthwith give notice thereof in writing to the insurer;
  - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
    - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) showing the amount of other insurances and the names of other insurers,
    - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
    - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
    - (vii) showing the place where the property insured was at the time of loss;
  - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

## **Fraud**

7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

## **Who May Give Notice and Proof**

8. Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

## **Salvage**

9.
  1. The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
  2. The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

## **Entry, Control, Abandonment**

10. After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

## **Appraisal**

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

## **When Loss Payable**

12. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

## **Replacement**

13.
  1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
  2. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

## **Action**

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year\* next after the loss or damage occurs.

\* Two years in the Province of Manitoba and the Northwest and Yukon Territories.

Saskatchewan Statutory Condition 14 is repealed. See The Limitations Act, S.S. 2004, c.L-16.1.

## **Notice**

15. Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

## **ADDITIONAL CONDITIONS**

### **Notice to Authorities**

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

### **No Benefit to Bailee**

2. It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.

### **Pair and Set**

3. In the case of loss of or damage to any article or articles, whether scheduled or unscheduled which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

### **Parts**

4. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

### **Sue and Labour**

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

### **Basis of Settlement**

6. Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated

according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

#### **Subrogation**

7. The insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

6/05

LSW1193A

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -  
PHYSICAL DAMAGE - DIRECT**

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \* NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* NOTE. - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

NMA1191

07/05/1959



**NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) -CANADA**  
(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to 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; and
  - (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 usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

- 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 or pursuant to any law, act or statute, or 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 and uranium or any one or more of them, (ii) processing or utilising 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.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

NMA1978A

01/04/1996

### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920

08/10/2001

## **WAR AND CIVIL WAR EXCLUSION CLAUSE**

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA0464

01/01/1938