



Your Business Insurance,  
Quick and Easy!

# POLICY DOCUMENT

Sample wording



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[support@zensurance.com](mailto:support@zensurance.com)  
[zensurance.com](http://zensurance.com)





ZENSURANCE

THIS IS YOUR POLICY, PLEASE READ IT CAREFULLY

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

## POLICY DECLARATIONS

POLICY NUMBER: POLICY NUMBER

- 1. **NAMED INSURED:** Sample Document
- 2. **MAILING ADDRESS:** Sample Document
- 3. **INSURED'S BUSINESS:** contractor
- 4. **BUSINESS STRUCTURE:** Sole Proprietorship
- 5. **INSURER / UNDERWRITER:** Definity Insurance
- 6. **INSURANCE BROKER:** Zensurance Brokers Inc. o/a Zensurance

**Inception Date:**

**Expiry Date:**

**7. POLICY PERIOD:**

Your policy period begins at 12:01 a.m. on the Inception Date above and continues until 12:01 a.m. on the Expiry Date above. The time referred to is standard time at the mailing address shown for the Named Insured in this Policy Declarations.

**Section A:**

**Commercial General Liability  
(Occurrence Coverage)**

**Covered**

<b>8. COVERAGE:</b>	<b>Section B:</b>	<b>Employee Benefits Liability (Claims Made)</b>	<b>Covered</b>
	<b>Section C:</b>	<b>Commercial Property</b>	<b>Not Covered</b>
	<b>Section D:</b>	<b>Contractors Equipment, Tools and Installation Coverage</b>	<b>Not Covered</b>
	<b>Section E:</b>	<b>S.P.F. No. 6 – Standard Non-Owned Automobile</b>	<b>Covered</b>
	<b>Section F:</b>	<b>Employee Theft</b>	<b>Not Covered</b>

**9. PREMIUM:** **CAD**                      **Subject to: 25% Minimum Retained Premium**

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by this policy.

**10. NOTICE OF CLAIM:** IPG, Suite 1000, 220 Bay Street., Box 14, Toronto, ON M5J 2W4  
 Email: [zensuranceclaims@ipgclaims.com](mailto:zensuranceclaims@ipgclaims.com)  
 Tel. No. 833-780-8046

The insurance contract consists of this Declarations page as well as Wordings and endorsements applicable to this policy as set out below:

<b>SECTION</b>	<b>ENDORSEMENT DESCRIPTION</b>
<b>ALL</b>	Statutory Conditions Common Policy Conditions
<b>A</b>	NMA1978a Nuclear Incident Exclusion Clause - Liability - Direct (Broad) - Canada LMA5468 - Cyber and Data Total Exclusion Endorsement Contractors' Endorsement USA Sales Operations and Jurisdiction and Exclusion Underground Cables, Pipes, Services Exclusion Contractors - Minimum Insurance Requirement Condition Section A - Commercial General Liability Blanket Additional Insured
<b>B</b>	LMA5396 - Communicable Disease Exclusion LMA5468 - Cyber and Data Total Exclusion Endorsement Section B - Employee Benefits Form

**11. WORDINGS AND ENDORSEMENTS:**

C

LMA5401 - Property Cyber and Data Exclusion  
LMA5393 - Communicable Disease Endorsement

D

LMA5401 - Property Cyber and Data Exclusion  
LMA5393 - Communicable Disease Endorsement

E

S.P.F. No. 6 - Standard Non-Owned Automobile Policy  
S.E.F. No. 94 Legal Liability for Damage to Hired  
Automobiles Endorsement  
S.E.F. No. 96 Contractual Liability Endorsement  
S.E.F. No. 99 Excluding Long Term Leased Vehicles  
Endorsement

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

**Definity Insurance - Definity Insurance Company of Canada and Definity Insurance Company operating as Economical Insurance**

**NOTICE:** Any notice to Definity Insurance Company of Canada or Definity Insurance Company operating as Economical Insurance may be given to Definity Insurance at 165 University Avenue, Toronto, Ontario, M5H 3B9 or to Zensurance. In witness whereof this policy has been signed, as authorized by Definity Insurance Company of Canada and Definity Insurance Company operating as Economical Insurance, by Zensurance.

**Date:**

**Per:**



**Chief Executive Officer  
& Founder**

# SCHEDULE OF COVERAGES

## SECTION A COMMERCIAL GENERAL LIABILITY (OCCURENCE COVERAGE)

All currency is in CAD unless otherwise indicated.

### LIMITS OF INSURANCE

General Aggregate	\$5,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000
Medical Expense Limit - Any one person / Per Accident	\$25,000
Tenants' Legal Liability Limit - Any One Premises	\$500,000

### DEDUCTIBLES

Property Damage	\$500
Tenants' Legal Liability Deductible	\$500

**SECTION B**  
**EMPLOYEE BENEFITS LIABILITY (CLAIMS MADE)**

All currency is in CAD unless otherwise indicated.

**LIMITS OF LIABILITY**

Employee Benefits Each Employee Limit	\$1,000,000
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Employee Benefits Liability Limit	\$1,000,000
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**DEDUCTIBLE**

Employee Benefits Liability Deductible	\$1,000
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**SECTION C**  
**COMMERCIAL PROPERTY – BROAD FORM & EXTENDED BUSINESS INCOME – BROAD FORM**

All currency is in CAD unless otherwise indicated.

**INSURED PROPERTY**

**PREMISES**

Sample Document

<b>COVERAGES</b>	<b>AMOUNT OF INSURANCE</b>	<b>DEDUCTIBLE</b>	<b>VALUATION</b>	<b>CO-INSURANCE</b>
Buildings	Not Covered	Not Covered	Replacement	90%
Contents	Not Covered	Not Covered	Replacement	90%
All Other Property	Not Covered	Not Covered	Replacement	90%

**SCHEDULE – AUTOMATIC INFLATION ADJUSTMENT**

**ANNUAL PERCENTAGE**

2%

Not Covered

**EXTENDED BUSINESS INCOME – BROAD FORM PERILS**

**PREMISES:**

Not Covered

**MAXIMUM IDEMNITY PERIOD**

**ORDINARY PAYROLL**

**DEDUCTIBLE**

Not Covered

Not Covered

Not Covered

**INSURED PERILS – EARTHQUAKE**

**POLICY LEVEL AGGREGATE LIMIT OF INSURANCE:**

Not Covered

**PREMISES**

**OCCURENCE LIMIT OF INSURANCE**

**AGGREGATE LIMIT OF INSURANCE**

**DEDUCTIBLE**

Not Covered

Not Covered

Not Covered

Not Covered

**BUSINESS INCOME DEDUCTIBLE**

**PREMISES**

**DEDUCTIBLE**

24 Hours

**INSURED PERILS – FLOOD**

**Policy Level Aggregate Limit of Insurance:**  
Not Covered

**PREMISES**

**OCCURENCE LIMIT OF INSURANCE**

**AGGREGATE LIMIT OF INSURANCE**

**DEDUCTIBLE**

Not Covered

Not Covered

Not Covered

Not Covered

**BUSINESS INCOME DEDUCTIBLE**

**PREMISES**

**DEDUCTIBLE**

24 Hours

**SEWER BACK UP DEDUCTIBLE**

**PREMISES**

**DEDUCTIBLE**

Not Covered

Not Covered

**WATER DAMAGE OTHER THAN FLOOD DEDUCTIBLE**

**PREMISES**

**DEDUCTIBLE**

Not Covered

Not Covered

**SECTION D**  
**CONTRACTORS EQUIPMENT, TOOLS AND INSTALLATION COVERAGE**

**All currency is in CAD unless otherwise indicated.**

**LIMITS OF INSURANCE**

Scheduled Contractors Equipment as declared to us: Not Covered

Unscheduled Machinery and Equipment Occurrence Limit: Not Covered

Unscheduled Machinery and Equipment Each Item Limit: Not Covered

Leased & Rented Equipment (Maximum 12 Month Period): Not Covered

Scheduled Tools as declared to us on: Not Covered

Unscheduled Tools Occurrence Limit: Not Covered

Unscheduled Tools Each Item Limit: Not Covered

Tools Leased, Rented or Borrowed From Others Each Item Limit: Not Covered

Machinery and Equipment and Tools Combined Maximum Limit: Not Covered

Installation Property: Not Covered

Job site Limit: Not Covered

Off-Site Fabrication Location Limit: Not Covered

Temporary Storage Limit: Not Covered

Transit Limit: Not Covered

Installation Property Combined Maximum Limit: Not Covered

COVERED PROPERTY DESCRIPTION	DEDUCTIBLE AMOUNT
Scheduled Machinery & Equipment as declared	Not Covered
Unscheduled Machinery & Equipment	Not Covered
Machinery and Equipment Leased, Rented or Borrowed From Others	Not Covered
Scheduled Tools as declared	N/A
Unscheduled Tools	Not Covered
Tools Leased, Rented or Borrowed From Others	Not Covered
Installation Property	Not Covered
VALUATION	COINSURANCE
Scheduled Machinery and Equipment	If over 5 years old, Actual Cash Value. Otherwise Replacement Cost
Unscheduled Machinery and Equipment	If over 5 years old, Actual Cash Value. Otherwise Replacement Cost
Scheduled Tools	Replacement Cost
Unscheduled Tools	Replacement Cost
Installation Property	Replacement Cost
COINSURANCE	
Scheduled Machinery and Equipment	90%

Scheduled Tools

90%

Installation Property

90%

Sample Wording

Sample Wording

Sample Wording

Sample Wording

Sample Wording

Sample Wording

Sample Wording

**SECTION E**  
**S.P.F. NO. 6 – STANDARD NON-OWNED AUTOMOBILE**

All currency is in CAD unless otherwise indicated.

**LIMITS OF INSURANCE**

S.P.F. No. 6: Standard Non-Owned Automobile Limit \$1,000,000

S.E.F. No. 94: Legal Liability For Damage To Hired Automobiles Limit \$75,000

S.E.F. No. 96: Contractual Liability

S.E.F. No. 99: Excluding Long Term Leased Vehicle Endorsement

O.E.F. 98B: Reduction of Coverage For Lessees or Drivers of Leased Vehicles  
Endorsements

**DEDUCTIBLE**

S.P.F. No. 6: Standard Non-Owned Automobile Deductible \$1,000

S.E.F. No. 94: Legal Liability For Damage To Hired Automobiles Deductible \$1,000

**SECTION F**  
**EMPLOYEE THEFT COVERAGE**

All currency is in CAD unless otherwise indicated.

**LIMITS OF INSURANCE**

Employee Dishonesty Limit

Not Covered

**DEDUCTIBLE**

Employee Dishonesty Deductible

Not Covered

The Statutory Conditions apply with respect to all perils insured by this Policy and to the liability coverage, where provided, except where these conditions may be modified or supplemented by riders or endorsements attached.

## STATUTORY CONDITIONS

(applicable to all parts unless otherwise noted)

### 1. MISREPRESENTATION

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.

### 2. PROPERTY OF OTHERS

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.

### 3. CHANGE OF INTEREST

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.

### 4. MATERIAL CHANGE

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 he desires the contract to continue in force, he must, within fifteen (15) 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.

### 5. TERMINATION

(1)\ This contract may be terminated,

(a)\ by the Insurer giving to the Insured fifteen (15) days notice of termination by registered mail or five (5) 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 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 (15) days mentioned in clause (a) of subsection (1) 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.

## **6. REQUIREMENTS AFTER A LOSS**

- (1)\ Upon the occurrence of any loss 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 wilfull act or neglect or 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 cost 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 clause (c) and (d) of sub-paragraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

## **7. FRAUD**

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.

## **8. WHO MAY GIVE NOTICE AND PROOF**

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 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.

#### **9. SALVAGE**

- (1)\ The Insured, in the event of any loss or damage to 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 the steps taken by the Insured and required under sub-paragraph (1) of this condition according to the respective interests of the parties.

#### **10. ENTRY, CONTROL, ABANDONMENT**

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 an 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.

#### **11. APPRAISAL**

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 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.

#### **12. WHEN LOSS PAYABLE**

The loss is payable within sixty (60) days after the completion of the proof of loss, unless the contract provides for a shorter period.

#### **13. REPLACEMENT**

- (1)\ The Insurer instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention to do so within thirty (30) days after receipt of the proofs of loss.
- (2)\ In the event the Insurer shall commence to so repair, rebuild or replace the property within forty-five (45) days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

#### **14. ACTION**

Every action or proceeding against the Insurer for recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one (1) year\* next after the loss or damage occurs.

\*two (2) years in the Yukon Territory.

## 15. NOTICE

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 him or by registered mail addressed to him at his latest address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

N.B. to the extent that the Civil Code of the Province of Quebec is applicable to this contract the General Conditions and Provisions as set out in the Civil Code of the Province of Quebec Title Fifth-Of Insurance (Replaced 1974, Bill 7, s.2) apply. These General Conditions and Provisions apply to all perils insured by this Policy except where such conditions and provisions may be modified or supplemented by riders or endorsements attached.

# COMMON POLICY CONDITIONS

All insurance provided under Section A – Commercial General Liability (Occurrence Coverage), Section B – Employee Benefits Liability (Claims Made), Section C – Commercial Property – Broad Form and Extended Business Income – Broad Form, Section D – Contractors' Equipment, Tools and Installation Coverage, and Section E – S.P.F. No. 6 Standard Non-Owned Automobile this policy is subject to the following conditions:

## **A. Termination**

1. The first Named Insured shown in the Policy Declarations may terminate this policy by mailing or delivering to the insurer advance written notice of termination.
2. The insurer may terminate this policy or any part of it by mailing by registered mail or delivering to the first Named Insured written notice of termination at least:
  - a) 15 days before the effective date of termination if we terminate for nonpayment of premium; or
  - b) 30 days before the effective date of termination if we terminate for any other reason.
3. The insurer will mail or deliver the insured's notice to the first Named Insured's last mailing address known to the insurer.
4. If the policy is terminated, the effective date of termination will become the end of the policy period. If a part of this policy is terminated, that date will become the end of the policy period as respects that part only.
5. If this policy or any part of it 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.

## **B. Changes**

1. This policy contains all the agreements between the insured and the insurer concerning the insurance afforded. The first Named Insured shown in the Policy 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 as part of this policy.
2. The insurer can make changes to the insured's policy that broaden or extend coverage. If we make such change, and the change can be added to the insured's policy without increasing the premium, the insured will automatically receive the benefit of the broadened or extended coverage as of the date that the change is effective.

## **C. Examination Of Your Books And Records**

The insurer may examine and audit the insured's books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### **D. Inspections And Surveys**

1. The insurer has the right to:
  - a)\ Make inspections and surveys at any time;
  - b)\ Give the insured reports on the conditions the insurer finds; and
  - c)\ Recommend changes.
2. The insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the insurer does undertake relates 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.
3. Paragraphs **1.** and **2.** of this condition apply not only to the insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations the insurer may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

#### **E. Premiums**

1. The first Named Insured shown in the Policy Declarations:
  - a)\ Is responsible for the payment of all premiums; and
  - b)\ Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with the insurer's rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, the insurer will compute the premium in accordance with the insured's rates and rules then in effect.

#### **F. Transfer Of Your Rights And Duties Under This Policy**

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

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

#### **G. Currency Clause**

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

#### **H. Prohibited Coverage – Unlicensed Insurance**

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which the insurer is not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. The insurer does not assume responsibility for:
  - a) The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because the insurer is not licensed to provide insurance in such country or jurisdiction; or
  - b) The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which the insurer is not licensed to provide insurance.

#### **I. Prohibited Coverage – Trade Or Economic Sanctions**

The insurer will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the insurer or any of the insured's affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of Canada; or
2. Any other applicable trade or economic sanction, prohibition or restriction, provided that this condition will not contravene any applicable federal law of Canada.

#### **J. Abandonment**

There can be no Abandonment to the Insurer of any property.

#### **K. No Benefit to Bailee**

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

**L. Short Rate Cancellation Table**

<b>Days in Force</b>	<b>Percentage of Premium Retained</b>	<b>Days in Force</b>	<b>Percentage of Premium Retained</b>	<b>Days in Force</b>	<b>Percentage of Premium Retained</b>
		117-120	41	237-240	71
1-4	12	121-124	42	241-244	72
5-8	13	125-128	43	245-248	73
9-12	14	129-132	44	249-252	74
13-16	15	133-136	45	253-256	75
17-20	16	137-140	46	257-260	76
21-24	17	141-144	47	261-264	77
25-28	18	145-148	48	265-268	78
29-32	19	149-152	49	269-272	79
33-36	20	153-156	50	273-276	80
37-40	21	157-160	51	277-280	81
41-44	22	161-164	52	281-284	82
45-48	23	165-168	53	285-288	83
49-52	24	169-172	54	289-292	84
53-56	25	173-176	55	293-296	85
57-60	26	177-180	56	297-300	86
61-64	27	181-184	57	301-304	87
65-68	28	185-188	58	305-308	88
69-72	29	189-192	59	309-312	89
73-76	30	193-196	60	313-316	90
77-80	31	197-200	61	317-320	91
81-84	32	201-204	62	321-324	92
85-88	33	205-208	63	325-328	93
89-92	34	209-212	64	329-332	94
93-96	35	213-216	65	333-336	95
97-100	36	217-220	66	337-340	96
101-104	37	221-224	67	341-344	97
105-108	38	225-228	68	345-348	98
109-112	39	229-232	69	349-352	99
113-116	40	233-235	70	353 & Over	100

**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

## **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.

**CYBER and DATA TOTAL EXCLUSION ENDORSEMENT**  
(for attachment to International 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**; or
  - 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**;  
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.
- 3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.
- 4 If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

**Definitions**

- 5 **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.
- 6 **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**.
- 7 **Cyber Incident** means:
  - 7.1 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
  - 7.2 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**.
8. **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**.

## PROPERTY CYBER AND DATA EXCLUSION

- 1\ Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1\ Cyber Loss;
  - 1.2\ loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;  
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.
- 3\ This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### Definitions

- 4\ Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any 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.
- 5\ 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.
- 6\ Cyber Incident means:
  - 6.1\ 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
  - 6.2\ 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.
- 7\ Computer System means:
  - 7.1\ 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.
- 8\ 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 ENDORSEMENT

(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence 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, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such 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 damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

**All other terms, conditions and exclusions of the policy remain the same.**

LMA5393

25 March 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' ENDORSEMENT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY POLICY

**GENERAL DESCRIPTION OF COVERAGE** – The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Employment-Related Practices Exclusions – Coverages A. and B.
- B. Infringement of Copyright, Patent, Trademark or Trade Secret Exclusion – Coverage B.
- C. Insureds in Media and Internet Type Businesses Exclusion – Coverage B.
- D. Unsolicited Communications Common Exclusion
- E. Pollution Common Exclusion – Delete Exception to Paragraph (2)
- F. Exclusion – Designated Activities, Operations Or Products
- G. Bodily Injury Definition

### PROVISIONS

#### A. EMPLOYMENT-RELATED PRACTICES EXCLUSIONS – COVERAGES A. AND B.

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION – COVERAGES – COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY**:

##### **Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination, directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) Whether the insured may have an obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION – COVERAGES –**

**COVERAGE B. PERSONAL and ADVERTISING INJURY:**

**Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination, directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) Whether the insured may have an obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

**B. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET EXCLUSION - COVERAGE B.**

The following replaces the first paragraph of Exclusion i. **Infringement of Copyright, Patent, Trademark or Trade Secret** in Paragraph 2. of **SECTION - COVERAGES - COVERAGE B. PERSONAL and ADVERTISING INJURY LIABILITY:**

"Personal and advertising injury" arising out of any actual or alleged infringement of copyright, patent, trademark, trade secret or other intellectual property rights, or any other "personal and advertising injury" alleged in any claim or "action" that also alleges any such infringement.

**C. INSURED IN MEDIA AND INTERNET TYPE BUSINESSES EXCLUSION - COVERAGE B.**

The following replaces the introductory phrase of Exclusion j. **Insureds in Media and Internet Type Businesses** in Paragraph 2. of **SECTION - COVERAGES - COVERAGE B. PERSONAL and ADVERTISING INJURY LIABILITY:**

"Personal and advertising injury" arising out of an offence committed by an insured whose business is:

**D. UNSOLICITED COMMUNICATIONS COMMON EXCLUSION**

The following exclusion is added to **SECTION - COVERAGES - COMMON EXCLUSIONS - COVERAGES A, B, C and D:**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the ending, transmitting or distributing of any communication in any form, that the recipient of such communication did not specifically request to receive.

**E. POLLUTION COMMON EXCLUSION - DELETE EXCEPTION TO PARAGRAPH (2)**

The following replaces Paragraph (2) of Exclusion 4. **Pollution** in **SECTION - COVERAGES - COMMON EXCLUSIONS - COVERAGES, A, B, C and D:**

- (2) Any loss, cost or expense arising out of any:
- (a) 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
  - (b) 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".

**F. EXCLUSION – DESIGNATED ACTIVITIES, OPERATIONS OR PRODUCTS**

The following exclusion is added to **SECTION – COVERAGES – COMMON EXCLUSIONS – COVERAGES A, B, C and D:**

**Designated Activities, Operations Or Products**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any designated activity, operations or product shown in the Schedule – Contractor's Excluded Designated Activities, Operations Or Products in Section B Commercial General Liability (Occurrence Coverage) of the Policy Declarations, including "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- (1) Ownership, maintenance or use of any premises in any such designated activity, operations or product;
- (2) Any supervision, instruction, recommendations or advice given or which should have been given in connection with any such designated activity, operations or product;
- (3) "Your products" manufactured or distributed in any such designated activity, operations or product; or
- (4) "Your work" performed anywhere related to any such designated activity, operations or product.

**G. BODILY INJURY DEFINIITION**

The following replaces the definition of "bodily injury" in **SECTION V – DEFINIITIONS:**

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

**All other terms and conditions of this policy remain unchanged.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## USA SALES, OPERATIONS & JURISDICTION EXCLUSION

This insurance does not apply to “bodily injury” or “property damage” arising out of operations in or sales of “your product” to the United States of America, its territories or possessions.

In addition, this insurance does not apply to any claim judgement award or settlement made within any country or territory which operates under the laws of the United States of America or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.

**All other terms and conditions of this policy remain unchanged.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNDERGROUND CABLES, PIPES OR SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

### PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION – COVERAGES – COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY:**

#### **Underground Cables, Pipes Or Services**

"Property damage" to any underground cables, pipes or services arising out of any digging, boring or excavation operations performed by you or on your behalf.

This exclusion does not apply to the actual cost to repair or replace any such underground cables, pipes or services if, prior to performing digging, boring or excavation operations, you take the following precautions with respect to any cables, pipes or services which may be damaged as the result of such operations:

- (1) Take all reasonable measures to identify the location of such cables, pipes and services;
- (2) Retain a written record on the measures which were taken to locate such cables, pipes and services; and
- (3) Convey the location of such cables, pipes or services to:
  - (a) Any insured; or
  - (b) Any person or organization carrying out such operations on behalf your behalf.

**All other terms and conditions of this policy remain unchanged.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS - MINIMUM INSURANCE REQUIREMENT CONDITION

It is a condition precedent to the insurance provided to contractors and sub-contractors by this Policy, that such contractors or sub-contractors of the Insured carry at least CAD \$2 Million liability coverage throughout the Policy Period.

The contractor or sub-contractor's insurance shall be stated to be primary in all circumstances.

Failure to comply with this General Condition could adversely affect the insurance provided by this Policy or any claim the Insured may make.

**All other terms and conditions of this policy remain unchanged.**

# SECTION A COMMERCIAL GENERAL LIABILITY

## (OCCURRENCE FORM)

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

The word "insured" means any person or organization qualifying as such under Section II – Who Is an Insured.

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

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

## SECTION I – COVERAGES

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

#### 1. Insuring Agreement

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

- (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

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

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is an Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or

resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected or Intended Injury

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

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is 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 the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.

### c. Workers' Compensation and Similar Laws

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

### d. Employer's Liability

"Bodily injury" to:

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

This exclusion does not apply to:

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

**e. Aircraft or Watercraft**

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

- (1) Any aircraft, air cushion vehicle or watercraft that is owned, operated by 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.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 8 metres long; and
  - (b) Not being used to carry persons or property for a charge;
- (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 Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

**f. Automobile**

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

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

This exclusion also applies even if the claims against any insured allege negligence or other

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

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

This exclusion does not apply to:

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

**g. Damage to Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in your care, custody or control;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

**h. Damage to Your Product**

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

**i. Damage to Your Work**

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

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

**j. Damage to Impaired Property or Property Not Physically Injured**

"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 "your product" or "your work";  
or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

**k. Recall of Products, Work or Impaired Property**

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

**l. Electronic Data and Access or Disclosure of Confidential or Personal Information**

"Compensatory damages" arising out of:

1. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data"; or

2. any access to or disclosure of any person's or organization's confidential or personal information, **including but not limited to** patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

**m. Personal and Advertising Injury**

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

**n. Professional Services**

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

**o. Abuse**

**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 your practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".

**c.** Claims or "actions" alleging knowledge by an insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

**p. Asbestos** – see Common Exclusions

- q. **Fungi or Spores** – see Common Exclusions
- r. **Nuclear**– see Common Exclusions
- s. **Pollution** – see Common Exclusions
- t. **Terrorism** – see Common Exclusions
- u. **War Risks** – see Common Exclusions

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

### **1. Insuring Agreement**

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

- (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B** or **D** or medical expenses under Coverage **C**.

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

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

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation of Rights of Another**

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

#### **b. Material Published With Knowledge of Falsity**

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

#### **c. Material Published Prior to Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

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

#### **e. Contractual Liability**

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

#### **f. Breach of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract

to use another's advertising idea in your "advertisement".

**g. Quality or Performance of Goods – Failure To Conform To Statements**

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

**h. Wrong Description of Prices**

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

**i. Infringement of Copyright, Patent, Trademark or Trade Secret**

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

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds in Media and Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **21. a., b. and c.** of "personal and advertising injury" under the Definitions Section.

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

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

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

**l. Unauthorized Use Of Another's Name or Product**

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

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

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, **including but not limited to** patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

**n. Asbestos** – see Common Exclusions

**o. Fungi or Spores** – see Common Exclusions

**p. Nuclear** – see Common Exclusions

**q. Pollution** – see Common Exclusions

**r. Terrorism** – see Common Exclusions

**s. War Risks** – see Common Exclusions

## **COVERAGE C. MEDICAL PAYMENTS**

### **1. Insuring Agreement**

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

- (1) On premises you own or rent;

- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section III – Limits of Insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

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

### c. Injury on Normally Occupied Premises

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

### d. Workers Compensation and Similar Laws

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

### e. Athletics Activities

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

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## COVERAGE D. TENANTS' LEGAL LIABILITY

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. This insurance applies only to "property damage" to premises of others rented to you or occupied by you. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
  - (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance

in the payment of judgments or settlements under Coverages **A, B or D** or medical expenses under Coverage **C**.

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

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

## **2. Exclusions**

This insurance does not apply to:

### **a. Expected or Intended Injury**

"Property damage" expected or intended from the standpoint of the insured.

### **b. Contractual Liability**

"Property damage" for which the insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the insured would have in the absence of the contract or agreement.

**c. Asbestos** – see Common Exclusions

**d. Fungi or Spores** – see Common Exclusions

**e. Nuclear** – see Common Exclusions

**f. Pollution** – see Common Exclusions

**g. Terrorism** – see Common Exclusions

**h. War Risks** – see Common Exclusions

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

This insurance does not apply to:

### **1. Asbestos**

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

## **2. Fungi or Spores**

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

For the purpose of the following exception:

- (i) "Property damage" means physical injury to animals.
- (ii) "Products-completed operations hazard" means all "bodily injury" and "property damage" that arises out of "your product" provided the "bodily injury" or "property damage" occurs after you have relinquished physical possession of "your product".

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

- (1) applied topically to; or
- (2) ingested by; humans or animals.

## **3. Nuclear Energy Liability**

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

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

#### 4. Pollution

- (1) "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":
  - (a) 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 you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) 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;
  - (c) 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 you may be legally responsible; or
  - (d) 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 permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (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 you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) 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".
- (2) Any loss, cost or expense arising out of any:
- (a) 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
  - (b) 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 (2) does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

#### **5. Terrorism**

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

#### **6. War Risks**

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

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

1. We will pay, with respect to any claim we investigate or settle, or any "action" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

- c. All reasonable expenses you incur at our request to assist us in the investigation or defense of the claim or "action", including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs assessed or awarded against you in the "action".
- e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against an "action" and an indemnitee of the insured is also named as a party to the "action", we will defend that indemnitee if all of the following conditions are met:
  - a. The "action" against the indemnitee seeks "compensatory damages" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "action" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "action" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "action";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "action";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "action"; and
      - (b) Conduct and control the defense of the indemnitee in such "action".

So long as the above conditions are met, legal fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b. (2)** of Section **I – Coverage A – Bodily Injury and Property Damage Liability**, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the limits of insurance.

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

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:

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

- (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
  - e. Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.
3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** and **D** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

### **SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "actions" brought; or
  - c. Persons or organizations making claims or bringing "actions".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. "Compensatory damages" under Coverage **A**, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - b. "Compensatory damages" under Coverage **B**; and
  - c. Medical expenses under Coverage **C**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for "compensatory damages" because of "bodily injury" and "property damage" included in the "products- completed operations hazard".
4. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we 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".
5. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.
6. The Tenants' Legal Liability Limit is the most we will pay under Coverage **D** for "compensatory damages" because of "property damage" to any one premises.
7. Subject to **4.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of 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.

#### **8. Deductible**

- a. Our obligation under Property Damage Liability and Tenants' Legal Liability to pay "compensatory damages" on your behalf applies only to the amount of "compensatory damages" in excess of any deductible amounts stated in the Declarations as applicable to such coverages, and the limits of insurance applicable to each "occurrence" for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
- b. The deductible amount applies as follows:
  - 1) Under Coverage **A**: To all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
  - 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 "compensatory damages" because of that "occurrence".
- c. The terms of this insurance, including those in respect to:
  - 1) our right and duty to defend any "action" seeking those "compensatory damages"; and
  - 2) your duties in the event of an "occurrence", claim or "action" apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

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

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

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

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

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

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

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

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

#### **5. Examination of Your Books and Records.**

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

#### **6. Inspections and Surveys**

- 1.** We have the right to:
  - a.** Make inspections and surveys at any time;
  - b.** Give you reports on the conditions we find; and
  - c.** Recommend changes.
- 2.** We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a.** Are safe or healthful; or
  - b.** Comply with laws, regulations, codes or standards.
- 3.** Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4.** Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

#### **7. Legal Action Against Us**

No person or organization has a right under this policy:

**a.** To join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or

**b.** To sue us on this policy unless all of its terms have been fully complied with.

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

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

## **8. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages

**A, B or D** of this policy, our obligations are limited as follows:

### **a. Primary Insurance**

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

**(b)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(c)** If the loss arises out of the maintenance or use of watercraft or "automobile" to the extent not subject to either Exclusion **e.** or **f.** of Section **I** – Coverage **A** – Bodily Injury and Property Damage Liability.

**(2)** Any other primary insurance available to you covering liability for "compensatory damages" arising out of the premises or operations or products-completed operations for which you have been added as an additional insured by attachment of an endorsement.

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

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

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

### **c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable

limit of insurance or none of the loss remains, whichever comes first.

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

#### **9. Premium Audit**

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

#### **10. Premiums**

The first Named Insured shown in the Declarations:

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

#### **11. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

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

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

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

#### **13. Termination**

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to us advance written notice of termination.
- b. We may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
  - 1) 5 days before the effective date of termination if personally delivered;
  - 2) 15 days before the effective date of termination if we terminate for nonpayment of premium; or
  - 3) 30 days before the effective date of termination if we terminate 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, paragraph 1) of this condition does not apply and 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. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

- d. The policy period will end on the date termination takes effect.
- e. If this policy is terminated, we will send the first Named Insured any premium refund due. If we terminate, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if we have not made or offered a refund.

#### **14. Transfer of Rights of Recovery Against Others To Us**

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

#### **15. Transfer of Your Rights and Duties Under This Policy**

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

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

### **SECTION V – DEFINITIONS**

1. "Abuse" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. "Action" means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
  - a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
4. "Automobile" means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "Compensatory damages" means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. "Coverage territory" means:
  - a. Canada and the United States of America (including its territories and possessions).
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in **a.** above;

- (2) The activities of an insured person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
  - (3) "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 we agree to.
- 8. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, **including but not limited to** 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.
  - 9. "Employee" includes a "leased worker" and a "temporary worker".
  - 10. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
  - 11. "Fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
  - 12. "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.
  - 13. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
  - 14. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    - b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
      - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
      - b. Your fulfilling the terms of the contract or agreement.
  - 15. "Incidental medical malpractice injury" means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:
    - i) medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
    - ii) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in **i)** and **ii)** above.
  - 16. "Insured contract" means:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
    - b. A sidetrack agreement;
    - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
    - d. Any other easement agreement;
    - e. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;

- f. An elevator maintenance agreement;
- g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **g.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (2) 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 failure to render "professional services", including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
17. "Leased worker" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
18. "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".
19. "Nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
20. "Nuclear facility" means:
- a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or packaging waste;
  - c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;
- and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
21. "Occurrence" means an accident, including continuous or repeated exposure to substantially the

same general harmful conditions.

- 22.** "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.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f.** The use of another's advertising idea in your "advertisement"; or
  - g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 23.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 24.** "Products-completed operations hazard":
- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1)** Products that are still in your physical possession; or
    - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a)** When all of the work called for in your contract has been completed.
      - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - b.** Does not include "bodily injury" or "property damage" arising out of:
    - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials.
- 25.** "Professional services" shall include but not be limited to:
- a.** Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - b.** Any professional service or treatment conducive to health;
  - c.** Professional services of a pharmacist;
  - d.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - e.** The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
  - f.** Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
  - g.** The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;

- h. Supervisory, inspection, architectural, design or engineering services;
  - i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
  - j. Any computer programming or re-programming, consulting, advisory or related services; or
  - k. Claim, investigation, adjustment, appraisal, survey or audit services.
- 26. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
- 27. "Radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;**
- 28. "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".**
- 29. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 30. "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.**
- 31. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.**
- 32. "Your product":**
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- "Your work":**
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2)** The providing of or failure to provide warnings or instructions.

## SECTION B

# EMPLOYEE BENEFITS LIABILITY FORM

### (This Rider Provides Coverage on a Claims Made Basis)

Throughout this rider the words "you" and "your" refer to the Named Insured shown in the "Declarations", and any other person or organization qualifying as a Named Insured under Paragraph 3 of Section C - Who Is An Insured. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - Definitions.

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

#### A. COVERAGE - EMPLOYEE BENEFITS LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that you become legally obligated to pay as "compensatory damages" sustained by an "employee" or the beneficiaries or legal representatives of the "employee" and caused by any act, error or omission by you, or any other person for whose acts you are legally liable in the "administration" of your "employee benefit programs".

We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "action" that may result. But:

- (1) The amount we will pay for "compensatory damages" is limited as described in Section D - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b. This insurance applies to "compensatory damages" only if:

- (1) The act, error or omission, is negligently committed in the "administration" of

your "employee benefit program";

- (2) The act, error or omission did not take place before the inception date of this insurance nor after the end of the policy period; and
  - (3) The act, error or omission, is negligently committed within Canada; and
  - (4) A "claim" or "action" for "compensatory damages", because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period.
- c. Each act, error or omission in a series of "related acts, errors or omissions" will be deemed to have been committed on the date the first act, error or omission in that series is committed.
- d. A "claim" seeking "compensatory damages" will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
  - (2) When we make settlement in accordance with Paragraph 1.a. above.
- A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the "claim".
- e. All "claims" for "compensatory damages" made by an "employee" because of any act, error or omission, or a series of "related acts, errors or omissions", including "compensatory damages" claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

## 2. Exclusions

This insurance does not apply to:

- a. Dishonest, Fraudulent, Criminal Or Malicious Act

"Compensatory damages" arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- b. Bodily Injury, Property Damage, Or Personal And

Advertising Injury Any "claim" based on:

- (1) Bodily injury, sickness or disease sustained by a person, including death

resulting from any of these at any time;

(2) Property damage or physical injury to tangible property, including all resulting loss of use of that property; or

(3) "Personal and advertising injury".

c. Failure To Perform A Contract

"Compensatory damages" arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

"Compensatory damages" arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To

Participation Any "claim" based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles;  
or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

h. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under any Federal or Provincial Law or any similar local law.

i. Employment-Related Practices

“Compensatory damages” arising out of wrongful termination of employment, discrimination, or other employment-related practices.

j. Employee Retirement Income Security Act

“Compensatory damages” for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974 or any of its amendments.

## **B. Supplementary Payments**

1. We will pay, with respect to any “claim” we investigate or settle, or any “action” against an insured we defend:

- a. All expenses we incur.
  - b. All reasonable expenses you incur at our request to assist us in the investigation or defense of the “claim” or “action”, including actual loss of earnings up to \$250 a day because of time off from work.
  - c. All costs assessed or awarded against you in the “action”.
  - d. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance

## **C. Who Is An Insured**

1. If you are designated in the “Declarations” as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership, limited liability partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your shareholders are also insureds, but only with respect to their liability as shareholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
  - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
  - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this rider.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the "Declarations". This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **C. Who Is An Insured**.

#### **D. Limits Of Insurance**

1. Limits Of Insurance
- a. The Limits of Insurance shown in the "Declarations" and the rules below fix the most we will pay regardless of the number of:
    - (1) Insureds;
    - (2) "Claims" made or "action" brought;
    - (3) Persons or organizations making "claims" or bringing "actions";
    - (4) Acts, errors or omissions; or
    - (5) Benefits included in your "employee benefit program".

- b. The Employee Benefits Liability Aggregate Limit is the most we will pay for all “compensatory damages” because of all acts, errors or omissions negligently committed in the “administration” of your “employee benefit program”.
- c. Subject to the Employee Benefits Liability Aggregate Limit described in Paragraph b. above, the Employee Benefits Each Employee Limit is the most we will pay for all “compensatory damages” sustained by any one “employee”, including the “employee’s” dependents and beneficiaries, because of loss caused by all acts, errors or omissions negligently committed in the “administration” of your “employee benefit program”.  
However, the amount paid under this rider shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the “employee benefit program”.  
The Limits of Insurance of this rider 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” of the policy to which this rider is attached, 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.

## 2. Deductible

- a. Our obligation to pay “compensatory damages” on behalf of the insured applies only to the amount of “compensatory damages” in excess of the deductible amount stated in the “Declarations” as applicable to each “claim”. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The terms of this insurance, including those with respect to:
  - (1) Our right and duty to defend any "actions" seeking those “compensatory damages”; and
  - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

## **E. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Action**

- 1. You must see to it that we are notified as soon as practicable of an act, error or omission which you have knowledge of or can reasonably foresee circumstances which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

2. If a "claim" is made or "action" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "action" and the date received; and
- (2) Notify us as soon as practicable.

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

3. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "action";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "action"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

5. The following provisions apply to Paragraph **1.** above, but only for the purposes of the insurance provided to you or any insured listed under Paragraph **1.** or **2.** of Section **C.** Who Is An Insured:

- (1)** Notice to us or our authorized representative of such act, error or omission must be given as soon as practicable only after the act, error or omission is known to any insured listed under Paragraph **1.** of Section **C** – Who Is An Insured or any "employee" authorized by you to give notice of an act, error or omission.
- (2)** If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us or our authorized representative of such negligent act, error or omission must be given as soon as practicable only after the act, error or omission is known by:
  - (a) Any individual who is:
    - (i) A partner or member of any partnership or joint venture;
    - (ii) A manager of any limited liability company;
    - (iii) A trustee of any trust; or

- (iv) An "executive officer" or director of any organization other than a partnership, joint venture, limited liability company or trust;  
that is your partner, joint venture member, manager or trustee; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an act, error or omission.

**F. Legal Action Against Us**

No person or organization has a right under this insurance:

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

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

**G. Other Insurance**

- a. Primary Insurance

This insurance is primary. If valid and collectible "other insurance" is available to the insured for a loss we cover under this insurance, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in Paragraph **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 method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

## **H. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover from others all or part of any payment we have made under this insurance in connection with a "claim" or "action", those rights are transferred to us. Except as provided in Paragraph b. below, the insured must do nothing to impair such rights. At our request, the insured will bring action or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- (1) First, we will reimburse any person or organization (including us or the insured) any amount such person or organization has paid in excess of the Limits of Insurance shown in the "Declarations".
- (2) Next, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this insurance in connection with the "claim" or "action".
- (3) Then, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any deductible or self-insured retention applicable to this insurance.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses will be based on the ratio of its amount recovered to the total amount recovered by all such persons or organizations in enforcing such rights. We will deduct each such person's or organization's share of those expenses from any amount we pay to such person or organization.

- b. If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make for loss caused by an act, error or omission committed subsequent to the execution of the contract or agreement.

## **I. Definitions**

1. "Action" means a civil proceeding in which "compensatory damages" because of an act, error or omission to which this insurance applies are alleged. "Action" includes:
  - a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
2. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Handling records in connection with the "employee benefit program"; or
  - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

3. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
4. "Claim" means any demand, or "action", made by any one "employee" or any one "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
5. "Compensatory damages" means damages due or awarded for a negligent act, error or omission to which this insurance applies. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
6. "Declarations" means the Declarations Page applicable to the policy.
7. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
  - a. Group life insurance; group accident or health insurance; and dental insurance, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, and pension plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
9. "Executive officer" means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.
10. "Leased worker" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Other insurance".
  - a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
    - (1) Another insurance company;

- (2) Us or any of our affiliated insurance companies;
    - (3) Any risk retention group;
    - (4) Any self-insurance method or program; or
    - (5) Any similar risk transfer or risk management method.
  - b. Does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the "Declarations".
12. "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. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy.
13. "Related acts, errors or omissions" means two or more acts, errors or omissions that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.
14. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

# S.P.F. No. 6 - STANDARD NON-OWNED AUTOMOBILE POLICY

(Approved for use in all provinces except Québec)

**AS SET OUT IN THE SCHEDULE OF SUBSCRIBING COMPANIES  
(HEREINAFTER CALLED THE INSURER)**

**BROKER: Zensurance Brokers Inc.**

**POLICY NO.:** As stated in the Policy Declarations

WHEREAS AN APPLICATION HAS BEEN MADE BY THE APPLICANT (HEREINAFTER CALLED THE INSURED) TO THE INSURER FOR A CONTRACT OF AUTOMOBILE INSURANCE AND THE SAID APPLICATION FORMS PART OF THIS CONTRACT OF INSURANCE AND IS AS FOLLOWS: -

**ITEMS** **APPLICATION**

1. FULL NAME OF THE APPLICANT: As stated in the Policy Declarations

POSTAL ADDRESS (INCLUDING COUNTY OR DISTRICT): As stated in the Policy Declarations

APPLICANT IS: As stated in the Policy Declarations

(STATE WHETHER INDIVIDUAL, PARTNERSHIP, CORPORATION, MUNICIPALITY OR ESTATE)

2. POLICY PERIOD 12:01 A.M. LOCAL TIME AT THE APPLICANT'S POSTAL ADDRESS STATED HEREIN AS TO EACH OF SAID DATES

FROM: As stated in the Policy Declarations TO: As stated in the Policy Declarations

3. THE AUTOMOBILES IN RESPECT OF WHICH INSURANCE IS TO BE PROVIDED ARE THOSE NOT OWNED IN WHOLE OR IN PART BY, NOR LICENSED IN THE NAME OF THE APPLICANT, USED IN THE APPLICANT'S BUSINESS OF: As stated in the Policy Declarations

4. THE APPLICANT'S PARTNERS, OFFICERS, EMPLOYEES AND AGENTS AS OF THE DATE OF THIS APPLICATION ARE AS FOLLOWS:

LOCATION	PARTNERS, OFFICERS AND EMPLOYEES WHO REGULARLY USE AUTOMOBILES NOT OWNED BY THE APPLICANT IN HIS BUSINESS.						ALL OTHER PARTNERS, OFFICERS AND EMPLOYEES			ALL APPLICANT'S AGENTS		
	CLASS "A1" PRIVATE PASSENGER			CLASS "A2" COMMERCIAL			CLASS "B"			CLASS "C"		
	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM

All partners, officers, employees and agents of the Applicant.

5. "HIRED AUTOMOBILES" -- THE AUTOMOBILES HIRED BY THE APPLICANT ARE AS FOLLOWS:

TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATES PER \$100 OF COST OF HIRE	ADVANCE PREMIUM

All hired automobiles covered, subject to reporting and premium adjustment.

THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE POLICY PERIOD AS PROVIDED IN THE POLICY

6. "AUTOMOBILES OPERATING UNDER CONTRACT" ON BEHALF OF THE APPLICANT ARE AS FOLLOWS:

TYPE OF AUTOMOBILE AND DESCRIPTION OF USE	ESTIMATED CONTRACT COST	RATES PER \$100 OF CONTRACT COST	ADVANCE PREMIUM

All automobiles operated under contract covered, subject to reporting and premium adjustment.

THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE POLICY PERIOD AS PROVIDED IN THE POLICY

7. THIS APPLICATION IS MADE FOR INSURANCE AGAINST THE PERILS MENTIONED IN THIS ITEM AND UPON THE TERMS AND CONDITIONS OF THE INSURER'S CORRESPONDING STANDARD POLICY FORM AND FOR THE FOLLOWING SPECIFIED LIMIT.

INSURING AGREEMENT	PERILS	LIMIT	COMBINED PREMIUMS
SECTION A THIRD PARTY LIABILITY	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE APPLICANT.	<b>As stated in Section G S.P.F. No. 6 – Standard Non-Owned Automobile in the Policy Declarations</b>	(EXCLUSIVE OF INTEREST AND COSTS) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.  <b>\$ Included</b>
ENDORSEMENTS	<b>S.E.F. #94, S.E.F. #96, S.E.F. #99, O.E.F. 98B</b>		<b>\$ Included</b>
MINIMUM RETAINED PREMIUM	<b>\$ Included</b>		TOTAL PREMIUM <b>\$ Included</b>

8. HAS ANY INSURER CANCELLED, DECLINED OR REFUSED TO RENEW OR ISSUE, AUTOMOBILE INSURANCE TO THE APPLICANT WITHIN THREE YEARS PRECEDING THIS APPLICATION? IF SO, STATE NAME OF INSURER. **As known to the Insurer.**


9. STATE PARTICULARS OF ALL ACCIDENTS OR CLAIMS ARISING OUT OF THE USE OR OPERATION IN HIS BUSINESS OF NON-OWNED AUTOMOBILES BY THE APPLICANT WITHIN THE THREE YEARS PRECEDING THIS APPLICATION.

INJURY TO PERSONS	DAMAGE TO PROPERTY OF OTHERS
<b>As known to the Insurer.</b>	<b>As known to the Insurer.</b>

10. ALL THE STATEMENTS IN THIS APPLICATION ARE TRUE AND THE APPLICANT HEREBY APPLIES FOR A CONTRACT OF AUTOMOBILE INSURANCE TO BE BASED ON THE TRUTH OF THE SAID STATEMENTS.

11. Excluding British Columbia: Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured wilfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.

11. British Columbia: If, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated in it; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured wilfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.



Chief Executive Officer & Founder

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Authorized Representative

## INSURING AGREEMENT

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

### SECTION A THIRD PARTY LIABILITY

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

#### BODILY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:

Provided always the Insurer shall not be liable under this policy:

- (a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- \*(b) for any liability imposed upon any person insured by this policy:
  - (1) by any workmen's compensation law; or
  - (2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or
- (c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement; or
- (d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or
- (e) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

\*Not applicable in the Province of Ontario

### ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this policy, the Insurer further agrees:

- (1) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- (2) to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- (3) to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- (4) in case the injury be to a person, reimburse any person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- (5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in section A of Item 7 of the application; and
- (6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

### AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured by this policy

- (a) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
- (b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

### GENERAL PROVISIONS AND DEFINITIONS

#### 1. ADDITIONAL INSURED

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

#### 2. TERRITORY

This policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.

#### 3. HIRED AUTOMOBILES DEFINED

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

#### 4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

The term "Automobiles Operated under Contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

#### 5. TWO OR MORE AUTOMOBILES

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

## GENERAL PROVISIONS AND DEFINITIONS

### 6. PREMIUM ADJUSTMENT

The Advance Premium stated in Item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured.

The Advance Premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

The Insurer shall have the right and opportunity, wherever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this policy.

### STATUTORY CONDITIONS (Ontario)

The insurance provided under this Coverage is subject to the "Automobile Statutory Conditions" approved by the Superintendent of Insurance for the Province of Ontario and upon request the Company will make available a complete copy of same.

### STATUTORY CONDITIONS (Common Law Jurisdictions Except Ontario and British Columbia)

In these statutory conditions, unless the context otherwise requires, the word "insured" means a person insured by this contract whether named or not.

*NOTE: All of the Statutory Conditions contain the above wording. However,*

- *in all of the Provinces and Territories using these standard, approved forms, only Statutory Conditions 1, 8 and 9 are made applicable to accident benefits insurance and uninsured motorist insurance where it is provided by the contract.*
- *in the Northwest Territories the definition of "insured person" must be read as containing in addition the words "and includes any person to whom benefits may be payable under the accident benefits set out in the Schedule to the Insurance Ordinance."*

#### 1. Material Change in Risk

(1) The insured named in this contract shall promptly notify the insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.

(2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include:

- (a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the *Bankruptcy Act* (Canada); and in respect of insurance against loss of or damage to the automobile,
- (b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract;
- (c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

*NOTE: In Prince Edward Island Statutory Condition 1, sub-conditions 2 and 3 are identical with the above quoted Statutory Condition relating to material change in risk.*

#### 2. Prohibited Use by Insured

(1) The insured shall not drive or operate the automobile,

- (a) unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or
- (b) while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
- (c) while he is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
- (d) for any illicit or prohibited trade or transportation; or
- (e) in any race or speed test.

#### Prohibited Use by Others

(2) The insured shall not permit, suffer, allow or connive at the use of the automobile,

- (a) by any person,
- (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
- (ii) while that person is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
- (b) by any person who is a member of the household of the insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
- (c) for any illicit or prohibited trade or transportation; or
- (d) in any race or speed test.

*In the case of Saskatchewan, Statutory Condition 2 reads as follows:*

#### 2. Prohibited Use by Insured

(1) *The insured shall not drive or operate the automobile,*

- (a) *while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile; or*
- (b) *unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or*
- (c) *while he is under the age of 16 years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or*
- (d) *for any illicit or prohibited trade or transportation; or*
- (e) *in any race or speed test.*

**STATUTORY CONDITIONS**  
**(Common Law Jurisdictions Except Ontario and British Columbia)**

**Prohibited Use by Others**

- (2) *The insured shall not permit, suffer, allow or connive at the use of the automobile,*  
(a) *by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile; or*  
(b) *by any person,*  
(i) *unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or*  
(ii) *while that person is under the age of 16 years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or*  
(c) *for any illicit or prohibited trade or transportation; or*  
(pppppppp) *in any race or speed test.*

**3. Requirements Where Loss or Damage to Persons or Property**

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

**4. Requirements Where Loss or Damage to Automobile**

- (1) Where loss of or damage to the automobile occurs, the insured shall, if the loss or damage is covered by this contract,  
(a) promptly give notice thereof in writing to the insurer with the fullest information obtainable at the time;  
(b) at the expense of the insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and  
(c) deliver to the insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any willful act or neglect, procurement, means or connivance of the insured.
- (2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subcondition (1) of this condition is not recoverable under this contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,  
(a) without the written consent of the insurer; or  
(b) until the insurer has had a reasonable time to make the examination for which provision is made in statutory condition 5.

**Examination of Insured**

- (4) The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.

**Insurer Liable for Cash Value of Automobile**

- (5) The insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out of stock, the liability of the insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

**Repair or Replacement**

- (6) Except where an appraisal has been made, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost, with other of like kind and quality if, within seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.

**No Abandonment; Salvage**

- (7) There shall be no abandonment of the automobile to the insurer without the insurer's consent. If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the insurer.

**In Case of Disagreement**

- (8) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by the appraisal as provided under *The Insurance Act* (in Newfoundland, *The Insurance Contracts Act*) before there can be 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.

**5. Inspection of Automobile**

The insured shall permit the insurer at all reasonable times to inspect the automobile and its equipment.

**6. Time and Manner of Payment of Insurance Money**

- (1) The insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under subcondition (8) of statutory condition 4, within fifteen days after the award is rendered by the appraisers.

**When Action May be Brought**

- (2) The insured shall not bring an action to recover the amount of a claim under this contract unless the requirements of statutory conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the insured after trial of the issue or by agreement between the parties with the written consent of the insurer.

**STATUTORY CONDITIONS**  
**(Common Law Jurisdictions Except Ontario and British Columbia)**

**Limitation of Actions**

(3) Every action or proceeding against the insurer under this contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one year next after the cause of action arose and not afterwards.

**NOTE:**

*In Yukon Territory, Northwest Territories, Manitoba and New Brunswick, the one year limitation period in subcondition (3) should read "2 years".*

*In the case of Nova Scotia, Newfoundland and Prince Edward Island sub-condition (3) reads as follows:*

(3) *Every action or proceeding under this contract against the insurer in respect of a claim for indemnification for liability of the insured for loss or damage to property of another person or for personal injury to or death of another person shall be commenced within two years after the liability of the insured is established by a court of competent jurisdiction and not afterwards. Every other action or proceeding against the insurer under this contract in respect of loss or damage to the automobile shall be commenced within two years from the time the loss or damage was sustained and not afterwards."*

**7. Who May Give Notice and Proofs of Claim**

Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in case of absence or inability of the insured to give the notice or make the proof, such 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.

**8. Termination**

- (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 the 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 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 (a) of subcondition (1) 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.

**NOTE:**

*In the Northwest Territories, paragraph (a) of subcondition 1 has the following words added:  
"and by notifying the registrar of motor vehicles as required by the Vehicles Ordinance".*

\* See the "General Conditions" attached to this policy for the Short Rate Cancellation Table.

**9. Notice**

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 him or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

**NOTE:**

*In the Northwest Territories, the reference is to Territories and in the Yukon Territory the reference is to Territory rather than Province.*

**STATUTORY CONDITIONS**  
**(British Columbia)**

In these statutory conditions, unless the context otherwise requires, the word "insured" means a person insured by this contract whether named or not

**1. Material Change in Risk**

- (1) The insured named in this contract must promptly notify the insurer or its local agent in writing of any change in the risk material to the contract and within the insured's knowledge.
- (2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include  
(a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the *Bankruptcy Act* (Canada),  
and in respect of insurance against loss of or damage to the automobile,  
(b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract,  
(c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion of it.



**STATUTORY CONDITIONS  
(British Columbia)**

**5. Inspection of Automobile**

The insured must permit the insurer at all reasonable times to inspect the automobile and its equipment.

**6. Time and Manner of Payment of Insurance Money**

(1) The insurer must pay the insurance for which it is liable under this contract within 60 days after the proof of loss has been received by it or, if an appraisal is made under subcondition (8) of statutory condition 4, within 15 days after the award is rendered by the appraisers.

**When Action May be Brought**

(2) The insured must not bring an action to recover the amount of a claim under this contract unless the requirements of statutory conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided under those conditions or by a judgment against the insured after trial of the issue or by agreement between the parties with the written consent of the insurer.

**Limitation of Actions**

(3) Every action or proceeding against the insurer under this contract in respect of loss or damage to the automobile must be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property must be commenced within one year next after the cause of action arose and not afterwards.

**7. Who May Give Notice and Proofs of Claim**

Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in case of absence or inability of the insured to give the notice or make the proof, such 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.

**8. Termination**

(1) This 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 this contract is terminated by the insurer,

- (a) the insurer must refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but in no event must the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified, and
- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund must be made as soon as practicable.

(3) If this 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, but in no event must 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 15 days mentioned in clause (a) of subcondition (1) 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.

\* See the "General Conditions" attached to this policy for the Short Rate Cancellation Table.

**9. Notice**

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 British Columbia. Written notice may be given to the insured named in this 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.

**CHANGE ENDORSEMENT:  
LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES**

This endorsement changes your non-owned automobile policy – S.P.F. No. 6.

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**NOTE: THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE**

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is stated and no other.

**SECTION B - LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES**

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

**Subsection 1 – ALL PERILS** – from all perils;

**Subsection 2 – COLLISION OR UPSET** – caused by collision with another object or by upset;

**Subsection 3 – COMPREHENSIVE** – from any other peril other than by collision with another object or by upset;

The words "another object" as used in this subsection shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon.

Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this subsection 3.

**Subsection 4 – SPECIFIED PERILS** caused by fire, lightning, theft or attempt thereof, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

**DEDUCTIBLE CLAUSE**

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in the applicable subsection hereof.

**TWO OR MORE AUTOMOBILES**

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of liability, including the deductible provision, if any, under this Insuring Agreement.

## EXCLUSIONS

The Insurer shall not be liable:

- (1) for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
  - (2) under any subsection hereof for loss or damage
    - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
    - (b) to any automobile while being used without the consent of the owner thereof; or
    - (c) caused directly or indirectly by contamination by radioactive material; or
    - (d) to contents of trailers or to rugs or robes; or
    - (e) to tapes and equipment for use with a tape recorder when detached therefrom; or
    - (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
    - (g) for any amount in excess of the limit stated in the application subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached;
- or
- (3) under subsections 3 (Comprehensive) 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

## ADDITIONAL AGREEMENT

The Insurer further agrees to pay general average, salvage and fire department charges and customs duties of Canada or of the United States of America for which the Insured is legally liable.

SUBSECTION	LIMITS AND AMOUNTS	TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100	ADVANCE PREMIUM
1. All Perils	As stated in Section G S.P.F. No. 6 – Standard Non-Owned Automobile in the Policy Declarations (exclusive of interests and costs) any one accident. As stated in Section G S.P.F. No. 6 – Standard Non-Owned Automobile in the Policy Declarations Amount Deductible	Private Passenger & Light Commercial Vehicles	\$		\$Included
2. Collision or Upset	Not Applicable (exclusive of interests and costs) any one accident. Not Applicable Amount Deductible		\$		\$
3. Comprehensive	Not Applicable (exclusive of interests and costs) any one accident. Not Applicable Amount Deductible		\$		\$
4. Specified Perils	Not Applicable (exclusive of interests and costs) any one accident. Not Applicable Amount Deductible		\$		\$
Minimum Retained Premium	\$				TOTAL \$Included

The advance premiums for this endorsement are subject to adjustment in the same manner as those stated under Item 5 of the application.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

First Named Insured: **As stated in the Policy Declarations**

Effective Date: **As stated in the Policy Declarations**  
Policy Number: **As stated in the Policy Declarations**

**CHANGE ENDORSEMENT:  
CONTRACTUAL LIABILITY**

This endorsement changes your non-owned automobile policy – S.P.F. No. 6.

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In consideration of the premium for which this policy is issued, it is understood and agreed that exclusion (c) of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

- (c) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below.

DATE(S) OF CONTRACT(S)	NAME(S) OF OTHER CONTRACTING PARTY OR PARTIES
All Written Contracts within the Policy Period in the Declarations Page	As shown on all Written Contracts

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

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First Named Insured: **As stated in the Policy  
Declarations**

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Effective Date: **As stated in the Policy Declarations**  
Policy Number: **As stated in the Policy Declarations**

**CHANGE ENDORSEMENT:  
EXCLUDING LONG TERM LEASED VEHICLES**

This endorsement changes your non-owned automobile policy – S.P.F. No. 6.

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In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of General Provisions and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term "Hired Automobiles" as used in this policy means (a) automobiles hired or leased from others with drivers or (b) hired or leased by the named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

**PLEASE SIGN THIS COPY AND RETURN TO YOUR BROKER**

\_\_\_\_\_  
Signature of Insured

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First Named Insured:  
**As stated in the Policy Declarations**

Effective Date:  
**As stated in the Policy  
Declarations**

Policy Number:  
**As stated in the Policy  
Declarations**

## **BLANKET ADDITIONAL INSURED ENDORSEMENT**

Attaching to and forming part of the Commercial General Liability Form

It is hereby agreed that any person, firm, or organization domiciled in Canada who has entered into a legally binding contract with the Named Insured, and where required by said contract, is added to the Policy as an Additional Insured.

For the purpose of this endorsement, the term Additional Insured means a party who is insured only with respect to claims caused by the acts or failure to act of the Named Insured in accordance with all the terms and conditions of this Policy and only with respect to premises, work, products and/or services which are insured under this Policy. Such Additional Insured is not insured under this Policy for any of their own acts or failure to act.

Provided always that all such persons or parties shall observe, fulfill, and be subject to the terms, conditions and exclusions of this Policy as though they were the Named Insured.

Certificates may be produced for Additional Insured's by the Named Insured's Insurance Broker provided that such certificates are for information purposes only and do not change the terms of this policy.

**ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNALTERED**