

Markel Canada

Commercial General Liability Policy
Occurrence Form



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COMMERCIAL GENERAL LIABILITY POLICY OCCURRENCE FORM

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

PLEASE READ THE ENTIRE POLICY CAREFULLY

This Policy is subject to its Insuring Agreements, Exclusions, Conditions and Definitions as well as the Declarations and Endorsements forming part of this Policy. Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Coverage under the various Insuring Agreements is only provided if an amount of insurance is shown in the applicable section of the Declarations for such Insuring Agreements. Headings of each Insuring Agreement, Extensions, Exclusions or Conditions and throughout the entire Policy are for ease of identification only and shall not affect the interpretation of this Policy.

Throughout this Policy the words "You" and "Your" refer to the **Named Insured** shown in the Declarations. The words "We", "Us" and "Our" refer to Markel Canada (the "Company") as the insurer providing this Policy. The word "Insured" means any person or **business entity** qualifying as such under **PART III – WHO IS AN INSURED**.

Other words and phrases that appear in **bold** have defined meanings and are set out in **PART VI – DEFINITIONS**.

You have applied for insurance and We have relied upon underwriting information provided by You in Your application for coverage, and in consideration of the Premium having been paid to Us, We agree to pay or indemnify You to the extent and in the manner herein provided.

PART I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** or **property damage** to which this Policy applies. We will have the right and duty to defend the Insured against any **suit** seeking those **compensatory damages**. However, We will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this Policy does not apply. At Our discretion, We may investigate any **occurrence** that may involve this Policy and settle any claim or **suit** that may result. However:
 - i. The amount We will pay for **compensatory damages** is limited as described in **PART IV – LIMITS OF INSURANCE**; and
 - ii. Our right and duty to defend ends when We have incurred the limits of insurance available under this Policy 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 **PART II – SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D**.

- b. This Policy applies to **bodily injury** or **property damage** only if:
 - i. The **bodily injury** or **property damage** occurs during the **policy period**; and
 - ii. The **bodily injury** or **property damage** is caused by an **occurrence**; and
 - iii. The **occurrence** takes place in the **coverage territory**; and

- iv. Prior to the **policy period**, no Insured and no **employee** authorized by any Insured 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** of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the commencement of 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 or any **employee** authorized by any Insured to give or receive notice of an **occurrence** or claim, includes any **continuation** 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 or any **employee** authorized by any Insured to give or receive notice of an **occurrence** or claim:
 - i. Reports all, or any part, of the **bodily injury** or **property damage** to Us or any other insurer;
 - ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury** or **property damage**; or
 - iii. Becomes aware by any means that **bodily injury** or **property damage** has occurred or has begun to occur.
 - iv. Becomes aware of an **occurrence** or a circumstance which may give rise to an **occurrence**, claim or **suit**.
- e. **Compensatory damages** because of **bodily injury** include **compensatory damages** claimed by any person or **business entity** for care, loss of services or death resulting at any time from the **bodily injury**.
- f. **Property damage** that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the **occurrence** that caused it.

2. Exclusions

This Policy does not apply to:

a. Aircraft And Watercraft

Bodily injury or **property damage** arising directly or indirectly out of the ownership, maintenance, use, or entrustment to others by or on behalf of any Insured of:

- i. Any **aircraft**, or **watercraft** owned or operated by or rented or loaned to any Insured;
- ii. Any premises for the purpose of any airport or **aircraft** landing area, hanger and all operations necessary or incidental thereto; or
- iii. Any premises for the purpose of any **watercraft** landing area, marina, dock, boathouse, berth or mooring and all operations necessary or incidental thereto.

"Use" includes operation, operational control and **loading or unloading**.

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

This exclusion does not apply to:

- iv. A **watercraft** while ashore on premises You own or rent;
- v. A **watercraft** You do not own that is less than 8 metres long and it is not being used to carry persons or property for a charge;

- vi. Liability assumed under any **insured contract** for the ownership, maintenance or use of **aircraft** or **watercraft**; or
- vii. An **aircraft** or **watercraft** that is chartered by, loaned to, or hired by You with a paid crew and not owned by any Insured.

b. Automobile

- i. **Bodily injury** or **property damage** arising directly or indirectly out of ownership, maintenance, use, or entrustment to others by or on behalf of any Insured of:
 - (a) Any **automobile**;
 - (b) Any motorized snow vehicle or its trailers;
 - (c) Any vehicle while being used in any power, haulage, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - (d) Any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle, while such machinery or apparatus is in actual use or operation.

"Use" includes operation, operational control, and **loading or unloading**.

- ii. **Bodily injury** or **property damage** with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.
- iii. **Bodily injury** or **property damage** with respect to actual or alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **occurrence** which caused or contributed to the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any **automobile** that is owned or operated by or rented or loaned to any Insured. This exclusion applies regardless of any other actual or alleged cause or event that actually or allegedly directly or indirectly:

- (a) Contributes concurrently to; or
- (b) Contributes in sequence to

such **bodily injury** or **property damage**, even if such actual or alleged cause or event would otherwise be covered.

This exclusion does not apply to:

- iv. **Bodily injury** to an **employee** of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers compensation law;
- v. **Bodily injury** or **property damage** arising out of a defective condition in, or improper maintenance of, any **automobile** owned by the Insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the **automobile** is insured; or
- vi. The ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment, but this exception does not apply when such equipment is used for the purpose of **loading or unloading**.

c. Contractual Liability

Bodily injury or **property damage** for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **compensatory damages**:

- i. Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely

for the purposes of liability assumed in an **insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be **compensatory damages** because of **bodily injury** or **property damage**, provided:

- (a) Liability to such party, for, or for the cost of, that party's defence has also been assumed in the same **insured contract**; and
- (b) Such attorneys' fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which **compensatory damages** to which this Policy applies are alleged.

ii. That the Insured would have in the absence of the contract or agreement.

d. Damage To Impaired Property Or Property Not Physically Damaged

Property damage to impaired property or property that has not be physically damaged, arising out of:

- i. A defect, deficiency, inadequacy or dangerous condition in **Your product** or **Your work**; or
- ii. A delay or failure by You or anyone acting on Your behalf to perform a contract or agreement in accordance with its terms.

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

e. Damage To Property

Property damage to:

- i. Property You own, rent, or occupy;
- ii. Property owned or transported by the Insured and arising out of the ownership, maintenance or use of an **automobile**;
- iii. Premises You sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- iv. Property loaned to You;
- v. Personal property in the Insured's care, custody or control;
- vi. That particular part of real property on which You or any contractor or subcontractor working directly or indirectly on Your behalf are performing operations, if the **property damage** arises out of those operations; or
- vii. That particular part of any property that must be restored, repaired or replaced because **Your work** was incorrectly performed on it.

Paragraph iii. of this exclusion does not apply if the premises are **Your work** and were never occupied, rented or held for rental by You.

Paragraphs iv., v., vi., and vii. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph vi. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

f. Damage To Your Product

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

g. 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.

h. Employer's Liability

Bodily injury to:

- i. 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
- ii. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph i. above.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- iii. Liability assumed by the Insured under an **insured contract**; or
- iv. A claim made or a **suit** 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.

i. 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.

j. Liquor and Marijuana Liability

Bodily injury or **property damage** for which any Insured may be held liable by reason of:

- i. Causing or contributing to the intoxication of any person;
- ii. The furnishing of alcoholic beverages or marijuana to a person under the legal consumption age or under the influence of alcohol or marijuana; or
- iii. Violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages or marijuana.

This exclusion extends to claims against any Insured that allege negligence or other wrongdoing in:

- iv. The supervision, hiring, employment, training or monitoring of others by any Insured; or
- v. Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol or marijuana;

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in Paragraphs i., ii. or iii. above.

However, this exclusion applies only if You are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages or marijuana. For the purposes of this exclusion, permitting a person to bring alcoholic beverages or marijuana on Your premises for consumption on Your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages or marijuana.

k. Personal And Advertising Injury

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

I. 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.

m. Recall Of Products, Work Or Impaired Property

Any loss, cost or expense incurred by You or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- i. **Your product;**
- ii. **Your work;** or
- iii. **Impaired property;**

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

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 Policy applies. We will have the right and duty to defend the Insured against any claim or **suit** seeking those **compensatory damages**. However, We will have no duty to defend the Insured against any claim or **suit** seeking damages for **personal and advertising injury** to which this Policy does not apply. At Our discretion, We may investigate any offence that may involve this Policy and settle any claim or **suit** that may result. However:

- i. The amount We will pay for **compensatory damages** is limited as described in **PART IV – LIMITS OF INSURANCE**; and
- ii. Our right and duty to defend ends when We have incurred the limits of insurance available under this Policy 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 **PART II – SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D**.

- b. This Policy applies to **personal and advertising injury** only if:
 - i. The **personal and advertising injury** is caused by an offence arising out of Your business; and
 - ii. The offence is committed in the **coverage territory**; and
 - iii. The **personal and advertising injury** occurs during the **policy period**; and
 - iv. Prior to the **policy period**, no Insured and no **employee** authorized by any Insured to give or receive notice of an offence or claim, knew that the **personal and advertising injury** had occurred, in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the **policy period**, that the **personal and advertising injury** occurred, then any **continuation** of such **personal and advertising injury** during or after the **policy period** will be deemed to have been known prior to the commencement of the **policy period**.
- c. **Personal and advertising injury** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured or any **employee** authorized by any Insured to give or receive notice of an offence or claim, includes any **continuation** of that **personal and advertising injury** after the end of the **policy period**.

- d. **Personal and advertising injury** will be deemed to have been known to have occurred at the earliest time when any Insured or any **employee** authorized by any Insured to give or receive notice of an offence or claim:
 - i. Reports all, or any part, of the **personal and advertising injury** to Us or any other insurer;
 - ii. Receives a written or verbal demand or claim for **compensatory damages** because of **personal and advertising injury**; or
 - iii. Becomes aware by any means that **personal and advertising injury** has occurred or has begun to occur.

2. Exclusions

This Policy does not apply to:

a. 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**.

b. Contractual Liability

Personal and advertising injury for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- i. Liability for **compensatory damages** that the Insured would have in the absence of the contract or agreement; or
- ii. Liability for false arrest, detention, or imprisonment assumed in a contract or agreement.

c. Criminal Acts

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

d. Electronic Chatrooms Or Bulletin Boards

Personal and advertising injury arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.

e. Infringement Of Copyright, Patent, Trademark Or Trade Secret

Personal and advertising injury arising out of any or alleged infringement or violation of copyright, patent, trade dress, trademark, service mark, trade name, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in Your **advertisement**.

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

f. Insureds In Media And Internet Type Businesses

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

- i. Advertising, broadcasting, publishing or telecasting;
- ii. Designing or determining content of websites for others; or
- iii. An Internet search, access, content or service provider.

However, this exclusion does not apply to: Paragraphs a., b. and c. of Definition **31. Personal and advertising injury** under **PART VI - DEFINITIONS**.

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

g. 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**.

h. Material Published Prior To Policy Period

Personal and advertising injury arising out of oral or written publication, in any manner, of material, whose first publication took place before the beginning of the **policy period**.

i. 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.

j. Professional Services

Personal and advertising injury arising out of the rendering or failure to render any **professional service**.

This exclusion extends to claims against any Insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the offence which caused the **personal and advertising injury**, involved the rendering of or failure to render any **professional service** for others for a fee.

k. Quality Or Performance – 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**.

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. 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 **advertisements**.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

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

- i. On premises You own or rent;
- ii. On ways next to premises You own or rent; or
- iii. Because of Your operations

Provided always that:

- iv. The accident takes place in the **coverage territory** and during the **policy period**;
- v. The expenses are incurred and reported to Us within one year of the date of the accident; and
- vi. 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 under this Policy. We will pay reasonable expenses for:
 - i. First aid at the time of an accident;
 - ii. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - iii. Necessary ambulance, hospital, professional nursing and funeral services

2. Exclusions

This Policy does not apply to 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 of 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, who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or similar law.

e. Athletic Activities

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

f. Prohibited By Law

The payment of which is prohibited by law.

g. Products-Completed Operations Hazard

Included within the **products-completed operations hazard**.

h. 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 Policy applies. We will have the right and duty to defend the Insured against any **suit** seeking those **compensatory damages**. However, We will have no duty to defend the Insured against any **suit** seeking damages for **property damage** to which this Policy does not apply. At Our discretion, We may investigate any **occurrence** that may involve this Policy and settle any claim or **suit** that may result. However:
 - i. The amount We will pay for **compensatory damages** is limited as described in **PART IV – LIMITS OF INSURANCE**; and
 - ii. Our right and duty to defend ends when We have incurred the limits of insurance available under this Policy 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 **PART II – SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D**.

- b. This Policy applies to **property damage** only if:
 - i. The **property damage** is to premises of others rented to or occupied by You; and
 - ii. The **property damage** occurs during the **policy period**; and
 - iii. The **property damage** is caused by an **occurrence**; and
 - iv. The **occurrence** takes place in the **coverage territory**; and
 - v. Prior to the **policy period**, no Insured and no **employee** authorized by any Insured 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** of such **property damage** during or after the **policy period** will be deemed to have been known prior to the commencement of 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 or any **employee** authorized by any Insured to give or receive notice of an **occurrence** or claim, includes any **continuation** 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 or any **employee** authorized by any Insured to give or receive notice of an **occurrence** or claim:
 - i. Reports all, or any part, of the **property damage** to Us or any other insurer;
 - ii. Receives a written or verbal demand or claim for **compensatory damages** because of the **property damage**; or
 - iii. Becomes aware by any means that **property damage** has occurred or has begun to occur.
 - iv. Becomes aware of an **occurrence** or a circumstance which may give rise to an **occurrence**, claim or **suit**.
- e. **Property damage** that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the **occurrence** that caused it.

2. Exclusions

This Policy does not apply to:

a. Expected or Intended Damage

Property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to **property damage** resulting from the use of reasonable force to protect any person or property.

b. Contractual Liability

Property damage for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for **compensatory damages**:

- i. That the Insured would have in the absence of the contract or agreement;
- ii. Assumed in a contract or agreement that is an **insured contract**, provided the **property damage** occurs subsequent to the execution of the contract or agreement.

COMMON EXCLUSIONS – COVERAGES A, B AND D

This Policy does not apply to:

1. Abuse

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. **Abuse** committed or alleged to have been committed by an Insured, including the transmission of disease arising out of any act of **abuse**.
- b. Your practices of **employee** hiring, acceptance of **volunteer workers** or supervision or retention of any person alleged to have committed **abuse**.
- c. Allegations of knowledge by an Insured of, or failure to report, the alleged **abuse** to the appropriate authority(ies).

2. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. Any access to or disclosure theft, alteration or corruption of any person's or **business entity's** confidential, intellectual, proprietary or personal information or data, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- b. Loss of use, reduction in functionality, erasure, destruction, corruption, misappropriation, misinterpretation, repair, replacement, restoration, reproduction, loss or theft of any **electronic data**, including any amount pertaining to the value of such **electronic data**; or
- c. Erroneously creating, amending, entering, deleting or using **electronic data**; or
- d. Any **personal and advertising injury** if otherwise insured, arising out of the distribution or display of **electronic data**, by means of a worldwide website, the Internet, an intranet, extranet, or similar device or system designed or intended for communication of **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by You or others arising out of that which is described in any of the above.

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

3. Asbestos

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. The actual, alleged, threatened or suspected inhalation of, ingestion of, or prolonged physical exposure to **asbestos** or products or work containing **asbestos**;
- b. The use of **asbestos** in **Your work** or **Your product** or the work or product of any person or **business entity** for whom You may be legally responsible;
- c. The actual, alleged, threatened or suspected exposure to **asbestos** or products containing **asbestos** which are at any time removed from a building or a structure, transported, handled, stored, treated, disposed of, processed or manufactured by You or any person or any **business entity** for whom You may be legally responsible; or
- d. Any loss, cost or expense arising out of any:
 - i. Request, demand or order that any Insured or others respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess the presence or effects of

or otherwise deal with or dispose of **asbestos** or any materials containing **asbestos** in whatever form or quantity; or

- ii. Claim or **suit** by or on behalf of any person, **business entity** or governmental authority for damages because of testing for, monitoring, clean up, removal, containment, abatement of, or in any way responding to or assessing the effects of **asbestos**.

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

4. **Cyber Incident**

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from a **cyber incident**, including but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber incident**.

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

5. **Employment Related Practices**

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from employment-related practices to:

- a. A person arising out of any:
 - i. Refusal to employ that person;
 - ii. Termination of that person's employment; or
 - iii. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of the injury to that person at whom any of the employment-related practices described in Paragraphs a. i., a. ii. or a. iii. above is directed.

This exclusion applies:

- c. Whether the injury causing the event described in Paragraphs a. i., a. ii. or a. iii. above occurs before employment or after employment of that person;
- d. Whether the Insured may be liable as an employer or in any other capacity; and
- e. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. **ERISA**

Any obligation of the Insured under the Employee Retirement Income Security Act (ERISA) of 1974 and any amendments thereto, the *Pension Benefit Standards Act, 1985* of Canada, and any amendments thereto, or any similar federal, state, provincial, territorial, or local statute.

7. **Fiduciary Employee Benefits**

Any fiduciary liability, including but not limited to the operation, oversight or management of employee benefit plans or programs, or reporting or making contributions to the Canada Pension Plan, Quebec Pension Plan, or any similar federal, provincial, union or governmental earnings related transfer plan for retirement of **employees** and amendments thereto.

8. Fungi Or Spores

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. The actual, alleged or threatened contact with, exposure to, inhalation of, ingestion of, absorption of, existence of, presence of, discharge, dispersal, seepage, migration, release, escape, growth or reproduction of **fungi or spores**;
- b. Costs and expenses to investigate or defend any claim or **suit** or payment of any fine or penalty for Paragraph a. above; or
- c. Any loss, cost, expense, fine or penalty arising out of any:
 - i. Claim, **suit**, request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, abate, mitigate, remediate, dispose of, contain, treat, detoxify or neutralize, or in any way respond to, or assess the concentration or effects of **fungi or spores**; or
 - ii. Claim or **suit** for damages because of testing for, monitoring, cleaning up, removing, abating, mitigating, remediating, disposing of, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the concentration or effects of **fungi or spores**.

Exclusions c. i. and c. ii. apply to any actual or alleged supervision, instructions, recommendations, warnings or advice given or which should have been given by any Insured or others.

Exclusions a. through c. above apply to:

- d. Injury or damage regardless of whether such is included within the **products-completed operations hazard**;
- e. Any obligation to share damages with or repay someone else who must pay damages; and
- f. **Fungi or spores** existing, emanating from or moving anywhere indoors or outdoors.

The addition of this exclusion does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for **fungi or spore** related injury, damage, expense, liability, legal obligation, **occurrence**, offence, claim, **suit** or loss.

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

9. Lead

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. The actual, alleged, threatened or suspected use of, inhalation of, consumption of, ingestion of, absorption of **lead**;
- b. The actual, alleged, threatened or suspected use, handling, contact or other exposure to **lead**, including without limitation, costs incurred with respect to the removal, remediation or abatement of **lead** from real or tangible property;
- c. Any obligation of the Insured to defend and/or indemnify any party on account of damages (and all applicable expenses) arising out of the manufacture, mining, use, sale, removal, distribution or exposure to **lead**;
- d. Any obligation to investigate or defend any claim against the Insured seeking damages (and all applicable expenses) arising out of the manufacture, mining, use, sale, removal, distribution or exposure to **lead**;
- e. The actual or alleged failure to warn, advise or instruct related to **lead** in any manner or form whatsoever; or

- f. The actual or alleged failure to prevent exposure to **lead**.

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

10. Nuclear Energy Liability

- a. Liability imposed by or arising from any nuclear liability act, law, statute, or regulation, 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; or
- c. **Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from the **nuclear energy hazard** arising from:
 - i. the ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an Insured;
 - ii. the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**;
 - iii. the possession, consumption, use, handling, disposal or transportation of **fissionable substances**, or of other **radioactive material** (except radioactive isotopes, away from a **nuclear facility**, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

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

11. Organic Pathogens

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. Any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any **organic pathogen**, including exposure to any **organic pathogen**;
- b. Any:
 - i. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **organic pathogen**,
 - ii. Claim or **suit** by or on behalf of a governmental authority for 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 any **organic pathogen**, or
- c. Any actual or alleged failure by an Insured to properly quarantine those affected by an **organic pathogen**.

This exclusion does not apply to **bodily injury** caused by any **organic pathogen** in or on any food or beverages sold, distributed, served or handled by the Insured.

The addition of this exclusion does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for **organic pathogen** related injury, damage, expense, liability, legal obligation, **occurrence**, offence, claim, **suit** or loss.

12. Pollution Liability

- a. **Bodily injury, property damage or personal and advertising injury** that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
- i. At or from premises owned, rented or occupied by an Insured;
 - ii. At or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - iii. Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or **business entity** for whom the Insured may be legally responsible; or
 - iv. At or from any site or location on which an Insured or any contractors or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
 - (a) if the **pollutants** are brought on or to the site or location in connection with such operations; or
 - (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **pollutants**.
- b. Any loss, cost or expense arising out of any governmental direction or request that You test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
- c. Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of **pollutants**.

Sub paragraphs i. and iv. (a) of paragraph a. of this exclusion do not apply to **bodily injury or property damage** caused by heat, smoke or fumes from a **hostile fire**.

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

13. Racing Activities

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly arises out of, relates to or results from the use of **mobile equipment or automobiles** in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

14. Radioactive Matter

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from exposure to, or the presence of, **radiation and/or radioactive matter**. This exclusion applies regardless of whether:

- a. Such **pollutants** are alone or combined with any other substances or factors;
- b. Such **pollutants** are included in a product or otherwise;
- c. Such exposure occurs within or outside a building; or
- d. Such **pollutants** have any function in Your business, operations, premises, site or location.

For the purposes of this exclusion, the definition of **pollutants** includes, but is not limited to, **radiation and/or radioactive matter**. However, the definition of **pollutants** is not otherwise modified.

15. Recording And Distribution Of Material Or Information In Violation Of Law

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly arises out of, relates to or results from the violation or alleged violation of any federal, provincial or territorial anti-spam or consumer on-line behaviour legislation, including but not limited to:

- a. The Anti-Spam Act, S.C. 2010, c.23, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act (TCPA), Consumer and credit reporting legislation, Directives on Privacy and Electronic Communications, all as may be enacted in various jurisdictions and as amended from time to time;
- b. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA);
- c. Any similar legislative or regulatory guideline or regime such as those set by The Canadian Radio-Television and Telecommunications Commission, The Canadian marketing Association, the American Federal Communications Commission, The European Union and others;
- d. Any other federal, state, provincial, territory, or local statute, ordinance or regulation that addresses, prohibits, or limits the access, recording, printing, dissemination, disposal, collecting, use, recording, sending, transmitting, communicating or distribution of material or information.

16. Silica

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from:

- a. The actual, alleged, threatened or suspected use of, inhalation of, consumption of, ingestion of, absorption of **silica**;
- b. The actual, alleged, threatened or suspected use, handling, contact or other exposure to **silica**, including without limitation, costs incurred with respect to the removal, remediation or abatement of **silica** from real or tangible property;
- c. Any obligation of the Insured to defend and/or indemnify any party on account of damages (and all applicable expenses) arising out of the manufacture, mining, use, sale, removal, distribution or exposure to **silica**;
- d. Any obligation to investigate or defend any claim against the Insured seeking damages (and all applicable expenses) arising out of the manufacture, mining, use, sale, removal, distribution or exposure to **silica**;
- e. The actual or alleged failure to warn, advise or instruct related to **silica** in any manner or form whatsoever; or
- f. The actual or alleged failure to prevent exposure to **silica**.

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

17. Terrorism

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from **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 injury or damage.

18. War Risks

Bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, directly or indirectly, arises out of, relates to or results from 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 injury or damage.

19. Workers' Compensation And Similar Laws

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

PART II - SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D

1. We will pay, with respect to any claim We investigate or settle or any **suit** against an Insured We defend:
 - a. All expenses We incur;
 - b. The expense of legal, administrative or alternative dispute resolution proceedings;
 - c. The cost of bonds to release attachments or as may be required by Court order, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
 - d. All reasonable expenses incurred by the Insured at Our request to assist Us in the investigation or defence of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work; and
 - e. All court costs taxed against the Insured in the **suit**;
 - f. Prejudgment interest awarded against the Insured on that part of the judgment We pay. If We make an offer to pay the applicable limit of insurance, We will not pay any prejudgment interest based on that period of time after the offer;
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment 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 a **suit** and an indemnitee of the Insured is also named as a party to the **suit**, We will defend that indemnitee if all of the following conditions are met:
 - a. The **suit** 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**; and
 - b. This Policy applies to such liability assumed by the Insured; and
 - c. The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the Insured in the same **insured contract**; and
 - d. The allegations in the **suit** and the information We know about the **occurrence** or offence are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee; and
 - e. The indemnitee and the Insured ask Us to conduct and control the defence of that indemnitee against such **suit** and agree that We can assign the same counsel to defend the Insured and the indemnitee; and
 - f. The indemnitee must agree in writing to:
 - i. Cooperate with Us in the investigation, settlement or defence of the **suit**;
 - ii. Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;

- iii. Notify any other insurer whose coverage is available to the indemnitee;
- iv. Cooperate with Us with respect to coordinating other applicable insurance available to the indemnitee; and
- v. Provide Us with written authorization to:
 - (a) Obtain records and other information related to the **suit**; and
 - (b) Conduct and control the defence of the indemnitee in such **suit**.

So long as the above conditions in Paragraph 2. above are met, attorneys' fees incurred by Us in the defence of that indemnitee, necessary litigation expenses incurred by Us and necessary litigation expenses incurred by the indemnitee at Our request will be paid as Supplementary Payments. Notwithstanding the provisions of Coverage A, Exclusion **c. Contractual 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 attorneys' fees and necessary litigation expenses as Supplementary Payments ends when We have incurred the limits of insurance available under this Policy in the payment of judgments or settlements under Coverages A, B, or D or medical expenses under Coverage C, or when the conditions set forth above, or the terms of the agreement described in Paragraph 2. f. above are no longer met.

PART III – 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 managers;
 - d. A trust, You are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees; or
 - e. A **business entity** other than a partnership, limited liability partnership, limited liability company or joint venture, You are an Insured. Your **executive officers** and directors are Insureds, but only with respect to their duties as Your **executive officers** or directors. Your shareholders are also Insureds, but only with respect to their liability as shareholders.
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 a **business entity** other than a partnership, limited liability partnership, limited liability company or joint venture), or Your managers (if You are a limited liability company), but only for acts within the scope of their employment by You or while performing duties related to the conduct of Your business.

However, none of these **employees** or **volunteer workers** are Insureds for:

- i. **Bodily injury or personal and advertising injury:**
 - (a) To You, to Your partners or members (if You are a partnership, limited liability partnership or joint venture), to Your members (if You are a limited liability company), to a co-**employee** while in the course of their 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 or sibling of that co-**employee** or **volunteer worker** as a consequence of Paragraph i. (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 i. (a) or i. (b);
 - (d) Arising out of their providing or failing to provide professional health care services; or
 - (e) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
- ii. **Property damage** to property:
- (a) Owned, occupied, used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose, by 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 **business entity** while acting as Your real estate manager.
- c. Any person or **business entity** having lawful temporary custody of Your property if You die, or if there is an involuntary transfer of interest by operation of law, but only:
- i. With respect to liability arising out of the maintenance or use of that property; and
 - ii. Until Your legal representative has been appointed.
- d. Your legal representative if You die, or if there is an involuntary transfer of interest by operation of law, but only with respect to duties as such. That representative will have all Your rights and duties under this Policy.

3. Newly acquired or newly formed **business entity**

Any **business entity** You newly acquire or form, other than a partnership, limited liability partnership, limited liability company or joint venture, and over which You maintain ownership or majority interest, will be deemed to be a **Named Insured** if there is no other similar insurance available to that **business entity**. However:

- a. You must give Us notice of any such new acquisition or formation as soon as practicable, but in any event no later than 60 days from its acquisition or formation;
- b. There will be no coverage for any newly acquired or formed **business entity** after the date which is 60 days from the date of its acquisition or formation, or the end of the **policy period**, whichever is earlier, unless prior to the expiry of such 60 day period You make application and obtain coverage for such **business entity** from Us, which coverage shall be specified by endorsement. The obligation to obtain such endorsement from Us rests with You and shall be granted by Us at Our sole discretion;
- c. Coverages A and D do not apply to **bodily injury** or **property damage** that occurred before You acquired or formed the **business entity**; and
- d. Coverage B does not apply to **personal and advertising injury** arising out of an offence committed before You acquired or formed the **business entity**.

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

PART IV – LIMITS OF INSURANCE

A. LIMITS

1. The Limits of Insurance stated in the Declarations and the rules below fix the most We will pay regardless of the number of:
 - a. Insureds;
 - b. **Occurrences**, offences, claims made or **suits** brought; or
 - c. Persons or **business entities** making claims or bringing **suits**.
2. The Products and 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**.
3. Subject to Paragraph 2. above the Bodily Injury and Property Damage 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**.
4. 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 **business entity** and in the aggregate.
5. Subject to Paragraph 3. above, the Medical Expense Limit is the most We will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.
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.

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 the 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.

B. DEDUCTIBLE ON CLAIMS – COVERAGES A, B AND D

1. Our obligation to pay **compensatory damages** on Your behalf applies only to the amount of **compensatory damages** in excess of any deductible amounts stated in the Policy Declarations, as applicable to such coverages, and the Limits of Insurance applicable to each claim, **occurrence** or offence as shown in the policy Declarations will be reduced by the amount of such deductible. The aggregate limit for such coverages shall not be reduced by the application of such deductibles.
2. The deductible amount applies as the result of any one **occurrence** or offence, regardless of the number of persons or **business entities** which sustain damages because of that **occurrence** or offence.
3. The terms of this Policy, including those with respect to:
 - a. Our right and duty to defend any **suit** seeking those **compensatory damages**; and
 - b. Your duties in the event of an **occurrence**, offence, claim or **suit**,apply irrespective of the application of the deductible amount.
4. We may pay any part of all of the deductible amount to effect settlement of any claim or **suit** and, upon notification of the action taken, You shall promptly reimburse Us for such part of the deductible amount as has been paid by Us.

PART V – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Assignment

No claim or interest in this Policy may be assigned or transferred and no person except a legally appointed Receiver of the property of the Insured shall acquire any rights against Us by virtue of this Policy without Our express consent.

2. Assistance And Cooperation Of The Insured

Whenever required by Us, You shall aid in securing information, evidence, obtaining witnesses, and cooperate with the Us in all matters which the We may deem necessary in the investigation of any **occurrence** or offence, or the defence of any claim, **suit** or appeal of any judgment which is or is likely to be the subject of indemnity under this Policy.

3. Bankruptcy

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

4. Breach Of Condition

Any act or omission on the part of one Insured under this Policy shall not prejudice the rights or interests of any other Insured.

5. Canadian Currency Clause

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

6. Cancellation – Termination

- a. The first **Named Insured** shown in the Declarations may cancel this Policy by mailing or delivering to Us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:
 - i. 15 days before the effective date of cancellation if We cancel for non-payment of premium or 5 days delivered personally;
 - ii. 30 days before the effective date of cancellation if We cancel for any other reason.

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

In Quebec, cancellation 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 cancellation.

- 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 cancellation takes effect.
- e. If this Policy is cancelled, We will send the first **Named Insured** any premium refund due. If We cancel, the refund will be pro rata. Subject to the Minimum Retained Premium shown in the Declarations of this Policy, if the first **Named Insured** cancels, the refund will be determined pursuant to the Short Rate Cancellation Table forming part of this Policy. The cancellation shall be effective immediately upon Our receiving a notice of cancellation from the Insured naming the date of such cancellation, or by Us as determined pursuant to the provisions of this Policy, or upon mutual agreement. Cancellation will be effective regardless of whether or not We have made or offered a refund.

7. 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.

8. Dispute Resolution

In the event any dispute arises in connection with this Policy that cannot be resolved, the Company and the Insured shall participate in a non-binding mediation in which the Company and the Insured shall attempt in good faith to resolve such dispute. Either the Insured or the Company shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until at least ninety (90) days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses in the mediation. The costs and expenses of mediation, or any arbitration, shall be split equally by the parties.

9. Duties In The Event Of Occurrence, Offence, Claim Or Suit

- a. You must see to it that We are notified as soon as practicable of an **occurrence** or offence which may result in a claim or **suit**. Notice should include:
 - i. How, when and where the **occurrence** or offence took place; and
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the **occurrence** or offence.
- b. If a claim is made or **suit** is brought against any Insured, You must:
 - i. Immediately record the specifics of the claim or **suit** and the date received; and
 - ii. Notify Us in writing as soon as practicable of the claim or **suit**.
- c. You and any other involved Insured must:
 - i. Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - ii. Authorize Us to obtain records and other information;
 - iii. Cooperate with Us in the investigation, settlement or defence of the claim or **suit**; and
 - iv. Assist Us, upon Our request, in the enforcement of any right against any person or **business entity** which may be liable to the Insured because of injury or damage to which this Policy may also apply.
- d. No Insured will make any admission of liability, without Our consent;
- e. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without Our consent.

10. Examination Of Your Books And Records

We may examine and audit Your books and records at any time as they relate to this Policy. There is no time limit on this provision.

11. Inspections And Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give You reports on the conditions We find; and
- c. Recommend any changes.

Any inspections, surveys, reports or recommendations 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 **business entity** to provide for the health or safety of workers or the public.

We do not warrant that conditions:

- d. Are safe or healthful; or
- e. Comply with laws, regulations, codes or standards.

This condition applies not only to Us, but also to any rating, advisory, rate service or similar **business entity** which makes insurance inspections, surveys, reports or recommendations.

12. Jurisdiction

This Policy, Declarations and any written Endorsements attached, will be interpreted in accordance with the law of the province or territory of the Insured's mailing address as stated in the Declarations. The Policy, Declarations and any written endorsements attached, shall be read together as one contract, having regard to words or expressions to which specific meaning has been assigned.

13. Legal Action Against Us

No person or **business entity** has a right under this Policy:

- a. To join Us as a party or otherwise bring Us into a **suit** 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 **business entity** may sue Us to recover on an agreed settlement or on a final judgment against an Insured obtained after a full adjudication on the merits with exhaustion of all appeal periods, but We will not be liable for 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 **suit** or proceeding against Us shall be commenced within one year next after the date of such judgment or agreed settlement and not afterwards. If this Policy is governed by the law of Quebec every **suit** or proceeding against Us shall be commenced within three years from the time of the right of **suit** arises.

14. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss We cover under this Policy, Our obligations are limited as follows:

a. Primary Insurance

This Policy is primary except when b. Excess Insurance below applies. If this Policy 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. Method of Sharing below.

b. Excess Insurance

- i. This Policy is excess over any other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **Your work** or for premises rented to You; or
 - (b) If the loss arises out of the maintenance or use of **aircraft** or **watercraft** to the extent not excluded in this Policy.
 - (c) Any other primary insurance available to You covering liability for **compensatory damages** arising out of the premises or operations, or the products and completed operations, for which You have been added as an additional Insured

- ii. When this Policy is excess, We will have no duty to defend any claim or **suit** that any other insurer has a duty to defend. If no other insurer defends, We will have the right to defend but not the obligation to do so. If We elect to defend, We will be entitled to all the Insured's rights against all those other insurers. When this Policy is excess over other insurance, We will pay only Our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this Policy; and
 - (b) 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 the 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.

15. 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.

16. Premium Basis

- a. We will compute all premiums for this policy in accordance with Our rules and rates.
- b. Premium shown in this Policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement. The due date for the premium is the date shown as the due date on the bill. Unless We cancel this Policy, the premium is subject to the retention of the Minimum Retained Premium shown in the Declarations of this Policy.

17. Records

The Insured shall keep complete and accurate records of all gross charges for operations covered in this Policy and shall make these records available to Us on request.

18. Representations Or Fraud

By accepting this Policy, You agree:

- a. The statements in the Declarations and any application or other material You have submitted to Us to obtain this Policy (collectively the "Representations") are accurate and complete;
- b. We have issued this Policy in reliance upon Your Representations; and
- c. This Policy is void in any case of fraud by You as it relates to this Policy and voidable at Our sole discretion in the case of material misrepresentation.

19. Sanction Limitation

It is understood and agreed that We will not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws, or regulations of Canada, United Kingdom, European Union or United States of America.

20. Separation Of Insureds, Cross Liability

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

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

21. Severability Of Interests

Where there is more than one Insured, nothing herein shall operate to increase Our liability, as set forth elsewhere in this Policy, beyond the amount or amounts for which We would be liable if there had been only one Insured.

22. Subrogation

We shall be subrogated to the extent of any payment under this Policy to all of Your rights of recovery against any person or **business entity**. You shall execute all papers required and shall do everything necessary to secure such rights. You must do nothing after loss to impair those rights. At Our request, You will bring legal proceedings or transfer those rights to Us and help Us enforce them. However, the coverage granted under this Policy shall not be prejudiced in the event that You are unable to transfer such rights to Us and further We shall have no right of subrogation against any Insured under this Policy.

23. 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 Insured or involuntary transfer by operation of law in the case of an Insured which is not an individual. Any such transfer will be effective only upon Our decision, which shall be at Our sole discretion.

If You die, or there is an involuntary transfer by operation of law, 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 lawful temporary custody of Your property will have Your rights and duties but only with respect to that property.

PART VI – DEFINITIONS

1. **Abuse** means any act, threat or allegation involving molestation, harassment, corporal punishment, assault, battery or any other form of physical, sexual, emotional, psychological or mental abuse.
2. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about Your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about Your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.
3. **Aircraft** means any manned or unmanned, powered or unpowered, direct or remote controlled lighter or heavier than air craft or object capable of flight, including power plants, propellers, rotors and appliances. Aircraft does not include equipment or craft intended in whole or in part for use outside of the atmosphere.
4. **Asbestos** means asbestos and any products or materials that include asbestos in any form or quantity.
5. **Automobile** means:
 - a. Any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle law or where it is required by law to be insured under a contract evidenced by a motor vehicle liability policy.

However, **automobile** does not include **mobile equipment**.

- 6. **Bodily injury** means bodily injury, sickness or disease, mental suffering, mental injury, mental anguish and shock sustained by a person, including death resulting from any of these at any time.
- 7. **Business entity** means an entity (including associations, corporations, co-operatives, joint ventures, partnerships, sole proprietorships, and limited liability companies) that is formed and administered in order to engage in business, charitable or not-for-profit work or other activities.
- 8. **Compensatory damages** means settlements and judgments, provided however, **compensatory damages** shall not include taxes, criminal or civil fines or penalties imposed by law, or any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- 9. **Computer system** means any computer, hardware, software, application, process, code, programme, information technology and communications system or electronic device owned or operated by the Insured or any other party, including any similar system or any configuration or networking of the aforementioned. This includes any associated input, output or data storage device, networking equipment or back up facility.
- 10. **Continuation** includes any progression, change or resumption.
- 11. **Coverage territory** means:
 - a. Canada and the United States of America, including territories and possessions;
 - b. National waters or airspace contiguous to Canada or the United States of America, provided 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:
 - i. The injury or damage arises out of:
 - (a) Goods or products made or sold by You in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on Your business; or
 - (c) **Personal and advertising injury** offences that take place through the Internet or similar electronic means of communication; and
 - ii. The Insured's responsibility to pay **compensatory damages** is determined in a **suit** on the merits, in the territory described in a. above or in a settlement We agree to in writing.
- 12. **Cyber incident** means any incident or series of incidents, regardless of time and place, or the threat or hoax thereof involving the use or operation of any **computer system** or the access to, processing, transmission, storage or use of any **electronic data** (including any reduction in or loss of ability to perform these functions, or any error or omission or accident in respect of any **computer system** or **electronic data**).
- 13. **Electronic data** means any information capable of being accessed, processed, transmitted or stored by a **computer system**, including but not limited to text, figures, voice, images or any machine readable data, irrespective of the way it is used or rendered.
- 14. **Employee** includes a **leased worker** and a **temporary worker**.
- 15. **Executive officer** means a person holding any of the officer positions created by Your charter, constitution, by-laws or any other similar governing document.
- 16. **Fissionable substance** means any prescribed substance that is, or from which can be obtained a substance capable of releasing atomic energy by nuclear fission.

17. 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.

18. Hostile fire means one which becomes uncontrollable or breaks out from where it is intended to be.

19. 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:
 - i. The repair, replacement, adjustment or removal of **Your product** or **Your work**; or
 - ii. Your fulfilling the terms of the contract or agreement.

20. Incidental medical malpractice injury means **bodily injury** arising out of the rendering of or failure to render, the following services:

- a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
 - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- by any Insured or any indemnitee who is not engaged in the business or occupation of providing any of the services described in a. and b. above, causing the **incidental medical malpractice injury**.

21. Insured contract means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement;
- e. An indemnification of a municipality as required by ordinance or by-law, except in connection with work for a municipality;
- f. An elevator maintenance agreement; or
- g. That part of any other contract or agreement pertaining to Your business under which You assume the tort liability of another to pay **compensatory damages** because of **bodily injury** or **property damage** to a third person or **business entity**, if the contract or agreement is made prior to the **bodily injury** or **property damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **insured contract** does not include that part of any contract or agreement:

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

22. Lead means lead and lead-based products and materials that are composed in whole or in part of lead or use **lead** as an additive.

23. 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**.

24. 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
 - i. **Aircraft or watercraft**; or
 - ii. **Automobile** by means of attached machinery that is designed for and used exclusively for the purpose of loading and unloading of the **automobile** to which it is attached and has no other purpose;
- b. While it is in or on an **aircraft, watercraft or automobile**; or
- c. While it is being removed from an:
 - i. **Aircraft or watercraft**;
 - ii. **Automobile** by means of attached machinery that is designed for and used exclusively for the purpose of loading and unloading of the **automobile** to which it is attached and has no other purpose;

to the place where it is finally delivered.

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**.

25. Mobile equipment means any of the following types of land vehicles, including any attached machinery, apparatus or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to Your premises;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - i. Power cranes, shovels, loaders, diggers or drills; or
 - ii. Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geological exploration, lighting and well servicing equipment; or
 - ii. Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraphs a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **automobiles**:

- i. Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
- ii. Cherry pickers and similar devices mounted on **automobile** or truck chassis and used to raise or lower workers; and

- iii. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Mobile equipment does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state, province, or territory where it is licensed or principally garaged, whether or not in compliance with such laws.

26. Named Insured means the Insured named in the Policy Declarations.

27. Nuclear energy hazard radioactive material. means the radioactive, toxic, explosive, or other hazardous properties of **radioactive material**.

28. 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 utilizing spent fuel, or
 - iii. Handling, processing or packaging waste;
- c. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste **radioactive material**;

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

29. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which may or may not give rise to a **suit**.

30. Organic pathogen means any:

- a. Bacteria, mildew, mold or other **fungi** or other microorganisms or mycotoxins, spores or other by-products of any of the foregoing;
- b. Viruses or other pathogens (whether or not a microorganism); or
- c. Colony or group of any of the foregoing.

31. Personal and advertising injury means injury, other than **bodily injury**, arising out of one or more of the following offences:

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

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

33. Policy period means the period stated as such in the Declarations.

34. Products-completed operations hazard 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:

- a. Products that are still in Your physical possession; or
- b. Work that has not yet been completed or abandoned.

Your work will be deemed completed at the earliest of the following times:

- i. When all of the work called for in Your contract has been completed;
- ii. When all of the work to be done at the site has been completed if Your contract calls for work at more than one site; or
- iii. When that part of work done at a job site has been put to its intended use by any person or **business entity** other than another contractor or subcontractor working on the same project.

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

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

35. Professional services will 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 services** 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, chiroprody, 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.

36. 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 Policy, **electronic data** is not tangible property.

37. Radiation and/or radioactive matter includes, but is not limited to, ionizing radiation (either directly from unstable atomic nuclei or atoms, or as a consequence of a nuclear radiation), radioactive isotopes alpha or beta particles or rays, gamma rays, X-Rays, photons, nucleons, including protons and neutrons, and electrons.

38. 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.

39. Silica means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust, a mixture or combination of silica and other dust or particles, silica grains or silica compounds composed in whole or part by silica.

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

41. Suit means a civil proceeding in which **compensatory damages** because of any liability to which this Policy applies are alleged and claimed. **Suit** 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.

42. 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.

43. Terrorism means any unlawful act(s) involving the threat or commission of acts of violence, disruption to communication, interference with trade and commerce, which are committed by or on behalf of any individual, group, association, corporate body or foreign government, which are motivated by political, religious or cultural rationale, for the purpose of influencing lawful government or causing public fear, uncertainty or inconvenience.

44. Volunteer worker means a person who is not Your **employee**, and who donates their 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.

45. Watercraft means the hull, the propulsion components (including sails, oars, paddles), navigational and communication, instrumentation, in-board material and equipment and other related items usual to the ownership, use and operation of a powered or unpowered boat (whether solid or inflatable), submarine or hydrofoil, as well as any inboard, outboard or inboard/outboard machinery and any equipment used in connection therewith.

46. Your product means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - i. You;
 - ii. Others trading under Your name; or
 - iii. A person or **business entity** whose business or assets You have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any of the items included in a. and b. above, and the providing or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

47. Your work means:

- a. Work or operations performed by You or on Your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of **Your work**, and the providing of or failure to provide warnings or instructions.