

Commercial General Liability Form – Claims Made

COVERAGES A and D Provide Claims Made Coverage. Please Read the Entire Form Carefully.

Various provisions in this Form restrict coverage. Read the entire Form carefully to determine rights, duties and what is and is not covered. The word "Insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED. Other words and phrases that appear in quotation marks have special meaning.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. a. Insuring Agreement.

The Insurer will pay those sums that the Named Insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies but only if a claim or "action" for these compensatory damages is first made against any Insured during the "policy period". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. This insurance does not apply to "bodily injury" or "property damage" which occurred before the Retroactive Date, if any, shown in the "Declaration Page(s)" or which occurs after the "policy period". The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". The Insurer will have the right and duty to defend any "action" seeking those compensatory damages but:

- (1) The amount the Insurer will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
- (2) The Insurer may investigate and settle any claim or "action" at the Insurer's discretion; and
- (3) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

A claim or "action" by a person or organization seeking compensatory damages will be deemed to have been made when notice of such claim or "action" is received and recorded by any "Insured" or by us, whichever comes first.

All claims or "actions" for compensatory damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims or "action" is made against any Insured.

All claims or "actions" for compensatory damages because of "property damage" causing loss to the same person or organization as a result of an "occurrence" will be deemed to have been made at the time the first of those claims or "actions" is made against any Insured.

2. Exclusions.

This insurance does not apply to:

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

- b. "Bodily injury" or "property damage" for which the Named Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages:
 - 1) Assumed in a contract or agreement that is an "insured contract"; provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract"
 - 2) That the Named Insured would have in the absence of the contract or agreement.
- c. Any obligation of the Named Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- d. "Bodily injury" to an employee of the Named Insured arising out of and in the course of employment by the Named Insured.

This exclusion applies:

- a) Whether the Named Insured may be liable as an employer or in any other capacity; and
- b) To any obligation to share compensatory damages with or repay someone else who must pay compensatory damages because of the injury.

This exclusion does not apply to:

- i) liability assumed by the Named Insured under an "Insured contract"; or
 - ii) employees on whose behalf contributions are made by or required to be made by the Named Insured under the provisions of any workers compensation law.
- e. 1) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any Insured of:
- a) Any "automobile";
 - b) Any motorized snow vehicle or its trailers;
 - c) Any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - d) Any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.
- 2) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.

This Exclusion e. does not apply to "bodily injury" to an employee of the Named Insured on whose behalf contributions are made by or required to be made by the Named Insured under the provisions of any workers compensation law.

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

This exclusion does not apply to:

- 1) A watercraft while ashore on premises the Named Insured owns or rents;
 - 2) A watercraft the Named Insured does not own that is:
 - a) Less than 8 metres long; and
 - b) Not being used to carry persons or property for a charge.
 - 3) "Bodily Injury" to an employee of the Named Insured on whose behalf contributions are made by or required to be made by the Named Insured under the provisions of any workers' compensation law.
- g. 1) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any Insured of:
- a) Any aircraft; or
 - b) Any air cushion vehicle.
- 2) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- h. "Property damage" to:
- 1) Property owned, rented to, or occupied by the Named Insured;
 - 2) Premises the Named Insured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
 - 3) Property loaned to the Named Insured;
 - 4) Personal property in the care, custody or control of the Named Insured;
 - 5) That particular part of real property on which the Named Insured or any contractor or subcontractor working directly or indirectly on the Named Insured's behalf is performing operations, if the "property damage" arises out of those operations; or
 - 6) That particular part of any property that must be restored, repaired or replaced because "the Named Insured's work" was incorrectly performed on it.
- Paragraph 2) of this exclusion does not apply if the premises are "the Named Insured's work" and were never occupied, rented or held for rental by the Named Insured.
- Paragraphs 3), 4), 5) and 6) of this exclusion do not apply to liability assumed under a sidetrack agreement.
- Paragraph 6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".
- i. "Property damage" to "the Named Insured's product" arising out of such products or any part of such products.

- j. "Property damage" to "the Named Insured's work" arising out of it or any part of it and included in the "products-completed operations hazard".

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

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

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

- l. Any loss, cost or expense incurred by the Named Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - 1) "the Named Insured's product";
 - 2) "the Named Insured's work"; or
 - 3) "Impaired property";

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

- m. "Property damage" arising out of:
 - 1) The use of explosives for blasting;
 - 2) Vibration from pile driving or caisson work; or
 - 3) The removal or weakening of support of any property, building or land whether such support is natural or otherwise.This exclusion does not apply:
 - (a) To "property damage" arising out of work performed on behalf of the Named Insured by any contractor or subcontractor;
 - (b) To "property damage" included within the "products-completed operations hazards".

- n. Liability for:
 - (1) erasure, destruction, corruption, misappropriation, misinterpretation of "data"; or
 - (2) erroneously creating, amending, entering, deleting or using "data"; andany loss of use arising therefrom.

o. Pollution Liability - see Common Exclusions.

p. Nuclear Liability - see Common Exclusions.

q. War Risks -see Common Exclusions.

r. Professional Liability – see Common Exclusions.

s. Terrorism – see Common Exclusions.

t. Fungi and Fungal Derivatives – see Common Exclusions.

u. Asbestos – see Common Exclusions.

v. Abuse – see Common Exclusions.

COVERAGE B. PERSONAL INJURY LIABILITY AND ADVERTISING LIABILITY

This insurance applies only when a Personal Injury or Advertising Liability Limit is indicated on the "Declaration Page(s)".

1. Insuring Agreement.

- a. The Insurer will pay those sums that the Named Insured becomes legally obligated to pay as compensatory damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. The Insurer will have the right and duty to defend any "action" seeking those compensatory damages but:
 - 1) The amount the Insurer will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2) The Insurer may investigate and settle any claim or "action" at the Insurer's discretion; and
 - 3) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.
- b. This insurance applies to:
 - 1) "personal injury" caused by an offence arising out of the conduct of the Named Insured's business
 - 2) "advertising injury" caused by an offense committed in the course of advertising of the Named Insured's goods, products or services; but only if the offense was committed in the "coverage territory" and during the "policy period".

The Insurer will consider any series of related or similar offences to be one offence.

2. Exclusions.

This insurance does not apply to:

- a. "Personal injury" or "Advertising injury":
 - 1) Arising out of oral or written publication of material, if done by or at the direction of the Named Insured with knowledge of its falsity;
 - 2) Arising out of oral or written publication of material whose first publication took place before the beginning of the "policy period";
 - 3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Named Insured; or
 - 4) For which the Named Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the Named Insured would have in the absence of the contract or agreement.
 - 5) Arising out of any offence committed by any Insured whose business is advertising, broadcasting; video production; publishing; telecasting, the provision of telecommunications service or the provision of Internet or other information exchange products or services.
 - 6) Arising out of the distribution or display of "data", by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "data".

- b. "Advertising injury":
 - 1) Arising out of a breach of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon breach of implied contract;
 - 2) Arising out of an actual or alleged infringement of patent, trademark, service mark, trade secret, trade name, title or slogan;
 - 3) Arising out of an incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
 - 4) Arising out of a failure of goods, products or services to conform with advertised quality or performance;
- c. Professional Liability – see Common Exclusions.
- d. Pollution Liability – see Common Exclusions.
- e. Terrorism – see Common Exclusions.
- f. Fungi and Fungal Derivatives – see Common Exclusions
- g. Asbestos – see Common Exclusions.
- h. Abuse – see Common Exclusions.

COVERAGE C. MEDICAL PAYMENTS

This insurance applies only when a Medical Payments limit is indicated on the "Declaration Page(s)"

1. Insuring Agreement.

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

2. Exclusions.

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

- a. To any Insured.
- b. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- c. To a person injured on that part of premises the Named Insured owns or rents that the person normally occupies.
- d. To a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. The payment of which is prohibited by law.
- g. Included within the “products-completed operations hazard”.
- h. Excluded under Coverage A.
- i. Nuclear Energy Liability – see Common Exclusions.
- j. Professional Liability – see Common Exclusions.
- k. Pollution Liability – see Common Exclusions.
- l. Terrorism – see Common Exclusions.
- m. Fungi and Fungal Derivatives - see Common Exclusions.
- n. Asbestos – see Common Exclusions.
- o. Abuse – see Common Exclusions.

COVERAGE D. - TENANTS’ LEGAL LIABILITY

This insurance applies only when Tenant’s Legal Liability is indicated on the “Declaration Page(s)”.

1. Insuring Agreement.

The Insurer will pay those sums that the Named Insured becomes legally obligated to pay as compensatory damages because of “property damage” to which this insurance applies but only if a claim for these compensatory damages is first made against any Insured during the “policy period”. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. This insurance applies only to “property damage” to structures or portions thereof including fixtures permanently attached thereto rented to the Named Insured or occupied by the Named Insured. This insurance does not apply to “property damage” which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the “policy period”. The “property damage” must be caused by an “occurrence”. The “occurrence” must take place in the “coverage territory”. The Insurer will have the right and duty to defend any “action” seeking those compensatory damages but:

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

A claim by a person or organization seeking compensatory damages will be deemed to have been made when notice of such claim is received and recorded by any Insured or the Insurer, whichever comes first.

All claims for compensatory damages because of “property damage” causing loss to the same person or organization as a result of an “occurrence” will be deemed to have been made at the time the first of those claims is made against any Insured.

2. Exclusions.

This insurance does not apply to:

- a. “Property damage” expected or intended from the standpoint of the Insured.
- b. “Property damage” for which the Named Insured is obligated to pay by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.

- c. “Property damage” due to wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.
- d. Liability for:
 - (1) erasure, destruction, corruption, misappropriation, misinterpretation of “data”; or
 - (2) erroneously creating, amending, entering, deleting or using “data”; andany loss of use arising therefrom.
- e. Pollution Liability - see Common Exclusions.
- f. Nuclear Energy Liability - see Common Exclusions.
- g. War Risks - see Common Exclusions.
- h. Professional Liability – see Common Exclusions.
- i. Terrorism – see Common Exclusions.
- j. Fungi and Fungal Derivatives – see Common Exclusions.
- k. Asbestos – see Common Exclusions.
- l. Abuse – see Common Exclusions.

COMMON EXCLUSIONS - COVERAGES A, C AND D

This insurance does not apply to:

1. Nuclear Energy Liability

- a. Liability imposed by or arising under the Nuclear Liability Act;
- b. “Bodily injury” or “property damage” with respect to which an Insured under this Form is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;

- c. "Bodily injury" or "property damage" resulting directly or indirectly from the "nuclear energy hazard" arising from:
- 1) the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an Insured;
 - 2) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";
 - 3) the possession, consumption, use, handling, disposal or transportation of "fissionable substance", or of other radioactive material (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this Form:

- 1) The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- 2) The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- 3) The term "nuclear facility" means:
 - a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- 4) The term "fissionable substance" means any prescribed substance that is, or from which can be obtained a substance capable of releasing atomic energy by nuclear fission.

2. War Risks

"Bodily injury" or "property damage" due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

COMMON EXCLUSIONS - COVERAGES A, B, C and D

This insurance does not apply to:

1. Professional Liability

- a. "Bodily injury" (other than incidental Medical Malpractice injury) or "property damage" or "personal injury" or "advertising liability" due to the rendering of or failure to render any professional service which shall include but not be limited to:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
- (2) Any service or treatment conducive to health or of a professional nature;
- (3) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- (4) The handling of deceased human bodies or performing of autopsies thereon;
- (5) any cosmetic, ear piercing, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
- (6) The preparation or approval of maps, drawings, plans, opinions, reports surveys, change orders, designs or specifications;
- (7) Supervisory, inspection, architectural or engineering services;
- (8) Professional advice or activities of accountants, advertisers, lawyers, notaries (Quebec), public notaries, real estate brokers or agents, insurance brokers or agents, travel agents, financial institutions or consultants;
- (9) Any evaluation, consultation, advice or design provided by or on behalf of any Insured in any way connected with telecommunications service(s), internet service(s) or other information exchange products or services;
- (10) Any computer systems or software development, design, specifications, reports, opinions, recommendations, servicing, programming or reprogramming, data-entry and/or information contained in or on any form of media including tapes and discs.
- (11) Erasure or loss of data and/or information contained in or on any form of media including tapes and discs.

Incidental Medical Malpractice injury means "bodily injury" arising out of the rendering of or failure to render, during the "policy period", the following services:

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

2. Pollution Liability

- a. "Bodily injury" or "property damage" or "personal injury" or "advertising liability" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:
- (1) Which occurred prior to the "policy period" shown on the "Declaration Page(s)";
 - (2) At, or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;
 - (3) At, or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (4) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom the Insured may be legally responsible; or
 - (5) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations:
 - (a) if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor, or subcontractor; or
 - (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of pollutants.

Sub-paragraphs (2) and (5) (a) of paragraph a. of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from, or fire extinguishing substances used to fight, a fire which becomes uncontrollable or breaks out from where it was intended to be.

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

“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.

3. **Terrorism**

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

4. **Fungi and Fungal Derivatives**

- a. “Bodily injury”, “property damage”, “personal injury”, “advertising injury” or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”;
- b. any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of, “fungi” or “spores”; or
- c. any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the injury, damage or activity referred to in a. or b. above.

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

This exclusion shall not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by the Insured.

5. **Asbestos**

Any actual or alleged liability whatsoever for any claim or “action” in respect of loss or losses, damage, cost or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

6. **Abuse**

Any liability for, nor any duty to defend any claims or “actions” made against any Insured directly or indirectly arising out of, or on account of, resulting from or relating to any actual or threatened “abuse”.

SUPPLEMENTARY PAYMENTS COVERAGES A, B AND D

The Insurer will pay, with respect to any claim or “action” The Insurer defends:

- a. All expenses the Insurer incurs.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds.
- c. All reasonable expenses incurred by the Named Insured at the Insurer’s request to assist the Insurer in the investigation or defense of the claim or “action”, including actual loss of earnings up to \$100.00 a day because of time off from work.
- d. All costs taxed against the Named Insured in the “action” and any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If the Named Insured is designated on the "Declarations Page(s)" as:
 - a. An individual, the Named Insured and the Named Insured's spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
 - b. A partnership or joint venture, The Named Insured is an Insured. The Named Insured's members, The Named Insured's partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business.
 - c. An organization other than a partnership or joint venture, the Named Insured is an Insured. The Named Insured's executive officers and directors are Insureds, but only with respect to their duties as the Named Insured's officers or directors. The Named Insured's stockholders are also Insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an Insured:
 - a. The Named Insured's employees, other than the Named Insured's executive officers, but only for acts within the scope of their employment by the Named Insured. However, none of these employees is an Insured for:
 - 1) "Bodily injury" or "personal injury" to the Named Insured or to a co-employee while in the course of his or her employment; or
 - 2) "Bodily injury" or "personal injury" to any person who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law; or
"Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - 3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of the Named Insured's other employees or any of the Named Insured's partners or members (if the Named Insured is a partnership or joint venture).
 - b. Any person (other than the Named Insured's employee), or any organization while acting as the Named Insured's real estate manager.
 - c. Any person or organization having proper temporary custody of the Named Insured's property if the Named Insured dies, but only:
 - 1) With respect to liability arising out of the maintenance or use of that property; and
 - 2) Until the Named Insured's legal representative has been appointed.
 - d. The Named Insured's legal representative if the Named Insured dies, but only with respect to duties as such. That representative will have all the Named Insured's rights and duties under this Form.
3. Any organization the Named Insured newly acquires or forms, other than a partnership or joint venture, and over which the Named Insured maintains ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after the Named Insured acquired or formed the organization or the end of the "policy period", whichever is earlier;
 - b. Coverages A and D do not apply to "bodily injury" or "property damage" that occurred before the Named Insured acquired or formed the organization; and
 - c. Coverage B does not apply to "personal injury" arising out of an offense committed before the Named Insured acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the "Declaration Page(s)".

SECTION III - LIMITS OF INSURANCE

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

The limits of this Form 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 on the “Declaration Page(s)”, unless the “policy period” is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**
Bankruptcy or insolvency of the Insured or of the Insured’s estate will not relieve the Insurer of the Insurer’s obligations under this Form.
2. **Canadian Currency Clause**
All limits of insurance, premiums and other amounts as expressed in this Form are in Canadian currency.
3. **Termination**
 - a. This Form may be terminated:
 - (1) By the Insurer giving to the first Named Insured:
 - (i) 30 days written notice of termination by registered mail;
 - (ii) 5 days written notice of termination personally delivered;
 - (iii) 15 days written notice of termination by registered mail when cancelling for non-payment of premium;
 - (2) By the first Named Insured at any time on request.
 - b. Where this Form is terminated by the Insurer:
 - (1) The Insurer shall refund the excess of premium actually paid by the first Named Insured over the pro rata premium for the expired time, but, in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (2) The refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

- c. Where the Form is terminated by the first Named Insured:
 - (1) And where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Form has been in force calculated in accordance with the short rate premium table in use by the Insurer, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the Form, or
 - (2) Where the premium is developed by an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the Form.
- d. The refund may be made by money, postal or express company money order or cheque payable at par.
- e. The fifteen days mentioned in clause a. (1) (iii) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- f. The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.

In Quebec the following conditions apply:

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

- (i) The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.
- (ii) The "policy period" will end on the date cancellation takes effect.
- (iii) If this Form is cancelled, the Insurer will send the first Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

4. Changes

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

5. Deductibles

- a.
 - (1) The Insurer's obligation under Coverage A to pay compensatory damages on behalf of the Named Insured applies only to the amount of compensatory damages in excess of any deductible amount(s) stated on the "Declaration Page(s)". The limit of insurance applicable to "each occurrence" for Bodily Injury Liability and Property Damage Liability will be reduced by the amount of such deductible(s). The Aggregate Limit for such coverages shall not be reduced by the application of such deductible(s) amount.
 - (2) The deductible amount(s) applies
 - (i) To all compensatory damages because of "property damage" sustained by any one person or organization as the result of any one "occurrence"; or
 - (ii) If more than one claim arises out of the same "occurrence", to each claimant separately, if so stated on the "Declaration Page(s)".
- b.
 - (1) The Insurer's obligation under Coverage D to pay compensatory damages because of "property damage" applies only to the amount of compensatory damages in excess of the deductible amount stated on the "Declaration Page(s)". The limit of insurance applicable to any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible. The Aggregate Limit for such coverage shall not be reduced by the application of such deductible amount.
 - (2) The deductible amount applies to all compensatory damages because of "property damage" as the result of any one "occurrence".
- c.
 - (1) The terms of insurance, including those with respect to:
 - (a) The Insurer's right and duty to defend any "action" seeking those damages; and
 - (b) The duties of an Insured in the event of an "occurrence", claim or "action"

apply irrespective of the application of the deductible amount.
 - (2) The Insurer may pay any part of all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

6. Duties in the Event of Occurrence, Claim or Action

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

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

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

8. Inspections and Surveys

The Insurer has the right but is not obligated to:

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

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

- (i) Are safe or healthful; or
- (ii) Comply with laws, regulations, codes or standards.

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

9. Legal Action Against the Insurer

No person or organization has a right under this Form:

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

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but the Insurer will not be liable for compensatory damages that are not payable under the terms of this Form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant’s legal representative. Every “action” or proceeding against the Insurer shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this Form is governed by the law of Quebec every “action” or proceeding against the Insurer shall be commenced within three years from the time the right of action arises.

10. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is property insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "the Named Insured's work" or for premises rented to the Named Insured; or
- (2) If the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion f. of Coverage A (Section I).

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

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

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

The Insurer will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown on the "Declaration Page(s)" applicable to this Form.

c. Method of Sharing

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

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

11. Premium Audit

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

12. Premiums

The first Named Insured shown in the "Declaration Page(s)":

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

13. Representations

By accepting this Form, the Named Insured agrees:

- a. The statements on the "Declaration Page(s)" are accurate and complete;
- b. Those statements are based upon representations the Named Insured made to the Insurer; and
- c. The Insurer has issued this Form in reliance upon the Named Insured's representations.

14. Separation of Insureds, Cross Liability

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

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

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

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

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

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

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

SECTION V EXTENDED REPORTING PERIODS

1. The Insurer will provide an automatic Extended Reporting Period as described in paragraph 3 or, if the Named Insured purchases it, an optional Extended Reporting Period Endorsement as described in paragraph 4, only if:
 - a. This Form is cancelled or not renewed for any reason except non payment of the premium;
 - b. The Insurer renews or replaces this Form with other insurance that:
 - 1) Provides claims-made coverage for Bodily Injury and Property Damage Liability; and
 - 2) Has a Retroactive Date later than the one shown in this Form's "Declaration Page(s)"; or
 - c. The Insurer replaces this Form with other insurance that applies to "bodily injury" or "property damage" on other than a claims-made basis.

2. If the Insurer provides an Extended Reporting Period, the following is added to paragraph 1 of SECTION I - COVERAGES A AND D:

A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the "policy period" provided that the claim is for compensatory damages because of "bodily injury" or "property damage" that occurred before the end of the "policy period" of this Form (but not before any applicable Retroactive Date).

The Extended Reporting Period will not reinstate or increase the Limits of Insurance or extend the "policy period".

3. The automatic Extended Reporting Period will be 60 days, starting with the end of the "policy period" of this Form. This automatic Extended Reporting Period applies only if no subsequent insurance the named Insured purchases applies to the claim, or would apply but for the exhaustion of its applicable limit of insurance. The automatic Extended Reporting Period may not be cancelled.
4. If the Named Insured purchases the Optional Extended Reporting Period Endorsement, the extended reporting period will be one year, starting with the end of the "policy period" of this Form. The Insurer will issue that Endorsement if the first Named Insured shown in the "Declaration Page(s)":
 - 1) Makes a written request for it which the Insurer receives within 60 days after the end of the "policy period"; and
 - 2) Promptly pays the additional premium when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be cancelled.

The Extended Reporting Period Endorsement will also amend paragraph 10.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION (Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the Named Insured, whether primary, excess, contingent or on any other basis, whose "policy period" begins or continues after the Endorsement takes effect.

The Insurer will determine the actual premium for the Extended Reporting Period Endorsement in accordance with our rules and rates.

The premium for the Extended Reporting Period Endorsement will not exceed 100% of the annual premium for this Form to which the endorsement would be attached and will be fully earned when the Endorsement takes effect.

SECTION VI - DEFINITIONS

1. **“Abuse”** means, but is not limited to, sexual, physical, mental, psychological or emotional abuse or molestation, sexual harassment, sexual assault, assault or battery.
2. **“Action”** means a civil proceeding in which compensatory damages because of “bodily injury”, “property damage” or “personal injury” to which this insurance applies are alleged. “Action” includes an arbitration proceeding alleging such damages to which the Named Insured must submit or submit with the Insurer’s consent.
3. **“Advertising injury”** means injury, other than “bodily injury”, “property damage” or “personal injury” arising out of one or more of the following offences in the conduct of the Insured’s advertising, marketing or publicity activities:
 - (a) oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - (b) oral or written publication of material that violates a person’s right of privacy;
 - (c) misappropriation of advertising ideas or style of doing business; or
 - (d) infringement of copyright.
4. **“Automobile”** means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.
5. **“Bodily injury”** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **“Coverage territory”** means:
 - a. Canada and the United States of America (including its territories and possessions);
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - 1) The injury or damage arises out of:
 - a) Goods or products made or sold by the Named Insured in the territory described in a. above; or
 - b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on the Named Insured’s business; and
 - 2) The Named Insured’s responsibility to pay compensatory damages is determined in an “action” on the merits, in the territory described in a. above or in a settlement the Insurer agree to in writing.
7. **“Data”** means representations of information or concepts in any form.
8. **“Declaration Page(s)”** means the Declaration Page(s) applicable to this Form.
9. **“Fungi”** includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria 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.

10. **"Impaired property"** means tangible property, other than "The Named Insured's product" or "The Named Insured's work", that cannot be used or is less useful because:
- a. It incorporates "The Named Insured's product" or "The Named Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. The Named Insured have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "The Named Insured's product" or "The Named Insured's work"; or
 - b. The Named Insured fulfilling the terms of the contract or agreement.
11. **"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, except in connection with work for a municipality;
 - f. An elevator maintenance agreement; or
 - g. That part of any other contract or agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another to pay compensatory damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- An "Insured contract" does not include that part of any contract or agreement:
- 1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - 2) Under which the Named Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Named Insured's rendering or failing to render professional services, including those listed in 1) above and supervisory, inspection or engineering services.
12. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
13. **"Personal Injury"** means injury, other than "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

14. **“Policy period”** means the period shown in the “Declaration Page(s)” plus the Extended Reporting Period, if applicable.
15. a. **“Products-completed operations hazard”** includes all “bodily injury” and “property damage” occurring away from premises the Named Insured owns or rents and arising out of “The Named Insured’s product” or “The Named Insured’s work” except:
- 1) Products that are still in the Named Insured’s physical possession; or
 - 2) Work that has not yet been completed or abandoned.
- b. “The Named Insured’s work” will be deemed completed at the earliest of the following times:
- 1) When all of the work called for in the Named Insured’s contract has been completed.
 - 2) When all of the work to be done at the site has been completed if the Named Insured’s contract calls for work at more than one site.
 - 3) When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- c. This hazard does not include “bodily injury” or “property damage” arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
16. **“Property damage”** means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
17. **“Spores”** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any “fungi”.
18. **“Terrorism”** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organizations(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
19. **“The Named Insured’s product”** means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 1) The Named Insured;
 - 2) Others trading under the Named Insured’s name; or
 - 3) A person or organization whose business or assets the Named Insured has acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- “The Named Insured’s product” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.
- “The Named Insured’s product” does not include vending machines or other property rented to or located for the use of others but not sold.

12. **“The Named Insured’s work”** means:
- a. Work or operations performed by the Named Insured or on the Named Insured’s behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- “The Named Insured’s work” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

SECTION VI DESCRIPTION OF TERMS USED FOR PREMIUM BASES

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