

## Warehouse Logistical Errors and Omissions Liability Rider

### WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN CLAUSE 7.

#### 1. COVERAGE

##### A. INSURING AGREEMENT

- a. The Insurer will pay all sums that the "Named Insured" becomes legally obligated to pay as "compensatory damages" because of any "wrongful act" to which this coverage applies in the provision of "logistical services". The Insurer will have the right and duty to defend the "Named Insured" against any "action" seeking those "compensatory damages". The Insurer shall have no duty to defend the "Named Insured" against any "action" seeking "compensatory damages" for "wrongful acts" to which this coverage does not apply. The Insurer may, at its discretion, investigate any "wrongful act" and settle any "claim" or "action" that may result, provided:

- (1) The amount the Insurer will pay for "compensatory damages" is limited as described in clause 4, and
- (2) The Insurer's right and duty to defend ends when the Insurer has used up the limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in clause 2.

- b. This coverage applies to a "wrongful act" only if:

- (1) Committed in the "coverage territory", and
- (2) "Claim" is made or "action" is brought for the first time during the Policy period.

##### B. EXCLUSIONS

This coverage does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury".
- b. A criminal, dishonest, fraudulent or malicious act committed by or at the direction of the "Named Insured".
- c. "Wrongful acts" for which the Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the insured would have in the absence of the contract or agreement
- d. "Compensatory damages" claimed for any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
  - (1) A "product", or
  - (2) "Work", or
  - (3) "Impaired property",

if such “product”, “work”, or “impaired property” is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in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

- e. “Compensatory damages” arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “data”.
- f. Non-completion or delay in completion of a contract.
- g. “Claim(s)” or “actions”:
  - (1) Arising directly or indirectly from “abuse” committed or alleged to have been committed by an Insured, including the transmission of disease arising out of any act of “abuse”.
  - (2) Based on the Insured’s practices of “employee” hiring, acceptance of “volunteer workers” or supervision or retention of any person alleged to have committed “abuse”.
  - (3) Alleging knowledge by an Insured of, or failure to report, the alleged “abuse” to the appropriate authorities.
- h. Liability arising out of the rendering of or failure to render by or on behalf of the Insured any “professional services” for others, or any error or omission, malpractice or mistake in providing those services.
- i. Any negligent act, error or omission in corporate governance by an “executive officer” or director of the “Named Insured”.
- j. “Wrongful acts” related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.
- k.
  - (1) “Wrongful acts” 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”.
  - (2) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with paragraph (1) above.
  - (3) Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in sub-paragraphs (1) or (2) above.
- l.
  - (1) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amending any of these.
  - (2) “Wrongful acts” 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.
  - (3) “Wrongful acts” resulting directly or indirectly from the “nuclear energy hazard” arising from:

- i. The ownership, maintenance, operation or use of a “nuclear facility” by or on behalf of an Insured.
  - ii. The furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”.
  - iii. The possession, consumption, use, handling, disposal or transportation of “fissionable substances”, or of other “radioactive material” used, distributed, handled or sold by an Insured.
- m. (1) “Wrongful acts” arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”.
- (2) Any loss, cost or expense arising out of any:
- i. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”.
  - ii. “Claim” or “action” by or on behalf of a governmental authority for “compensatory damages” because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.
- n. “Wrongful acts” 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”.
- o. “Wrongful acts” arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power.

## 2. SUPPLEMENTARY PAYMENTS

The Insurer will pay, with respect to any “claim” the Insurer investigates or settles, or any “action” against an Insured defended by the Insurer:

- 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 the Insured incurs at the Insurer’s request to assist the Insurer in the investigation or defence of the “claim” or “action”, including actual loss of earnings up to \$250 a day because of time off from work.
- D. All costs assessed or awarded against the Insured in the “action”.
- E. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before the Insurer has 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 coverage Amount.

## 3. WHO IS AN INSURED

- A. a. If the Insured named on the “Declaration Page(s)” is an individual, that individual is an Insured, but only with respect to the conduct of a business of which that individual is the sole owner.

- b. If the Insured named on the “Declaration Page(s)” is a limited liability company, that limited liability company is an Insured.
- c. If the Insured named on the “Declaration Page(s)” is an organization other than a partnership, limited liability partnership, joint venture or limited liability company:
  - (1) That organization is an Insured, and
  - (2) The “executive officer(s)” and directors of the organization are Insureds, but only with respect to their duties as the organization’s “executive officers” and directors.
- B. Any organization acquired or formed during the Policy period by the “Named Insured” is an Insured, but only if:
  - a. The “Named Insured” maintains majority control or interest over such acquired or formed organization, and
  - b. There is no other similar insurance available to such acquired or formed organization. Coverage under this provision is afforded only until the earlier of:
    - (1) The 90th day after the acquisition or formation of that organization, or
    - (2) The end of the Policy period.

Coverage under this provision does not apply to “wrongful acts” for which “claim” was made or “action” was brought for the first time before the organization was acquired by the “Named Insured”.

#### 4. LIMIT OF INSURANCE

- A. The coverage Amount shown on the “Declaration Page(s)” and the rules below fix the most the Insurer will pay regardless of the number of:
  - a. Insureds.
  - b. “Claim(s)” made or “actions” brought.
  - c. Persons or organizations making “claim(s)” or bringing “actions”.
- B. The coverage Amount of this Policy applies 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 coverage Amount.
- C. The Logistical E & O Aggregate coverage Amount is the most the Insurer will pay for “compensatory damages” because of all “wrongful acts” in the provision of “logistical services” for which “claim” is made or “action” is brought for the first time during the Policy period.

#### 5. DEDUCTIBLE

- A. The Insurer’s obligation to pay “compensatory damages” for “wrongful acts” on behalf of an Insured applies only to the amount of such “compensatory damages” in excess of any deductible amount shown on the “Declaration Page(s)” as applicable to this coverage. The coverage Amount for all “wrongful acts” shall be reduced by the amount of such deductible.

- B. The deductible amount applies regardless of the number of persons or organizations who sustain "Compensatory damages" because of the "wrongful act".
- C. The terms of this insurance, including those with respect to:
  - a. The Insurer's right and duty to defend any "action" seeking those "compensatory damages", and
  - b. An Insured's duties in the event of a "wrongful act", "claim" or "action" apply irrespective of the application of the deductible amount.
- D. The Insurer may pay any part or all of the deductible amount to effect settlement of any "claim" or "action". Upon notification of such payment, the "Named Insured" shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

## 6. CONDITIONS

### A. Bankruptcy

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

### B. Canadian Currency Clause

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

### C. Cancellation

- a. The first "Named Insured" shown in the "Declaration Page(s)" may cancel this Policy by mailing or delivering to the Insurer advance written notice of cancellation.
- b. The Insurer may cancel this Policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least:

(1) fifteen (15) days before the effective date of cancellation if the Insurer cancels for non payment of premium; or

(2) thirty (30) days before the effective date of cancellation if the Insurer cancels for any other reason.

Except in Quebec, if notice is mailed, cancellation takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for 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. The Insurer will mail or deliver the notice to the first "Named Insured's" last mailing address known to the Insurer.
- d. The Policy period will end on the date cancellation takes effect.
- e. If this Policy 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.

#### D. Changes

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

#### E. Duties In The Event Of "Claim" Or "Action"

- a. The Insured must see to it that the Insurer is notified as soon as practicable of any act, error or omission which may result in a "claim". The date this is reported to the Insurer may be deemed to be the date any actual resulting "claim" is first made as described in the Insuring Agreements. To qualify under that provision, notice must include:

- (1) how, when and where the act, error or omission took place;
- (2) the names and addresses of any injured persons or organizations and any witnesses; and
- (3) the nature of any damages that may result.

Notice of an act, error or omission is not notice of a "claim".

- b. If a "claim" is received by any Insured, the "Named Insured" must:

- (1) immediately record the specifics of the "claim" and the date received; and
- (2) notify the Insurer as soon as practicable.

The "Named Insured" must see to it that the Insurer receives written notice of the "claim" as soon as practicable.

- 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 an "action";
- (2) authorize the Insurer to obtain records and other information;
- (3) co-operate with the Insurer in the investigation, settlement or defence of the "claim" or "action"; and
- (4) assist the Insurer, upon their request, in the enforcement of any right against any person or organization which may be liable to the Insured because of damages 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 without the Insurer's written consent.

#### F. 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 Policy at any time during the Policy period and up to three years afterward.

#### G. Legal Action Against The Insurer

No person or organization has a right under this Policy:

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

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial: but the Insurer will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limits 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 judgment or agreed settlement and not afterwards. If this Policy is governed by the law of Quebec every “action” or proceeding against the Insurer shall be commenced within three years from the time the right of “action” arises.

#### H. Other Insurance

If other valid and collectible insurance is available to the Insured for damages covered under this Policy, the Insurer’s obligations under this Policy are limited as follows:

- a. As this insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of the Limits of Insurance applicable to this Policy, the Insurer will pay only the Insurer’s share of the amount of damages, if any, that exceeds the sum of:
  - (1) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2) the total of all deductible and self-insured amounts under this or any other insurance.
- b. The Insurer will have no duty under this Policy to defend any “claim” or “action” that any other Insurer has a duty to defend. If no other Insurer defends, the Insurer may undertake to do so, but the Insurer will be entitled to the Insured’s rights against all other Insurers.

#### I. Premium Audit

- a. The Insurer will compute all premiums for this Policy in accordance with the Insurer’s rules and rates.
- b. Premium shown as advance premium in the “Declaration Page(s)” applicable to this Policy 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 Policy period is greater than the earned premium, the Insurer will return the excess to the first “Named Insured”, but not if such audit premium is less than the Minimum Premium shown in the “Declaration Page(s)”.
- 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.

#### J. 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.

**K. Representations**

By accepting this Policy, the "Named Insured" agrees that:

- a. the information shown on the "Declaration Page(s)" is accurate and complete;
- b. the information is based upon representations the "Named Insured" made to the Insurer in the "Named Insured's" application(s) for this Policy and such application will be deemed to be a part of this Policy as if it had been physically attached;
- c. the Insurer has issued this Policy in reliance upon the "Named Insured's" representations; and
- d. except as otherwise provided in this Policy or by law, this coverage is void in any case of fraud or if any Insured intentionally conceals or misrepresents any material facts concerning this coverage, in the "Named Insured's" application(s) for this Policy or otherwise.

**L. Separation of Insureds**

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.

**M. Sole Agent**

The first "Named Insured" shown in the "Declaration Page(s)" is authorized to act on behalf of all Insureds with respect to giving or receiving notice of cancellation or non-renewal, receiving refunds, requesting "claim" and act, error and omission information, requesting any Extended Reporting Period and agreeing to any changes in this Policy.

**N. Transfer Of Rights Of Recovery Against Others To The Insurer**

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

**O. Transfer Of The "Named Insured's" Rights And Duties Under This Policy**

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

**7. DEFINITIONS**

Whenever used in this Policy:

- A. "Abuse" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
- B. "Action" means a civil proceeding in which "compensatory damages" to which this insurance applies are alleged. "Action" includes:



- a. An arbitration proceeding in which such “compensatory damages” are claimed and to which the Insured must submit or does submit with the Insurer’s consent.
- b. Any other alternative dispute resolution proceeding in which such “compensatory damages” are claimed and to which the Insured submits with the Insurer’s consent.
- C. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about the Insured’s goods, “products” or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication.
  - b. Regarding web-sites, only that part of a web-site that is about the Insured’s goods, “products” or services for the purposes of attracting customers or supporters is considered an “advertisement”.
- D. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- E. “Claim” means any demand upon the Insured for “compensatory damages” or services alleging liability of the Insured as the result of any act, error or omission.
- F. “Compensatory damages” means damages due or awarded in payment for actual injury or economic loss. “Compensatory damages” does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
- G. “Coverage territory” means Canada. The insured’s responsibility to pay “compensatory damages” must be determined in an “action” on the merits in Canada or in a settlement to which the Insurer agrees.
- H. “Data” means representations of information or concepts, in any form.
- I. “Declaration Page(s)” means the declarations attached to this Policy for the current Policy Period.
- J. “Employee” includes:
  - a. A person leased to the Insured by a labour leasing firm under an agreement between the Insured and the labour leasing firm, to perform duties related to the conduct of the Insured’s business.
  - b. A person who is a substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
- K. “Executive officer” means a person holding any of the officer positions created by the Insured’s charter, constitution, by-laws or any other similar governing document.
- L. “Fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
- M. “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.
- N. “Impaired property” means tangible property, other than a “product” or “work”, that cannot be used or is less useful because:

- a. It incorporates a “product” or “work” that is known or thought to be defective, deficient, inadequate or dangerous, or
  - b. The “Named Insured” has failed to fulfill the terms of a contract or agreement, if such tangible property can be restored to use by:
    - (1) The repair, replacement, adjustment or removal of the “product” or “work”; or
    - (2) The “Named Insured” fulfilling the terms of the contract or agreement.
  - O. “Logistical services” means the following types of work performed by or on behalf of the Insured with respect to the movable property of others:
    - a. Arranging transportation.
    - b. Control and management of inventory.
    - c. Extraction of containers from a larger container in which they arrived at the Insured’s premises.
    - d. Labelling or relabeling.
    - e. Marking or ticketing with prices.
    - f. Packaging or repackaging.
    - g. Taking, recording and fulfilling orders.
  - P. “Named Insured” means the Insured named on the “Declaration Page(s)” of this Policy.
  - Q. “Nuclear energy hazard” means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.
  - R. “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:
      - (1) Separating the isotopes of plutonium, thorium and uranium or any one or more of them.
      - (2) 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”.
- “Nuclear facility” includes the site on which any of the above is located, together with all operations conducted on that site and all premises used for such operations.

- S. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offences:
  - a. False arrest, detention or imprisonment.
  - b. Malicious prosecution.
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, "products" or services.
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy.
  - f. The use of another's advertising idea in an "advertisement".
  - g. Infringing upon another's copyright, trade dress or slogan in an "advertisement".
- T. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- U. "Product(s)" 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 name of the "Named Insured".
    - (3) A person or organization whose business or assets have been acquired by the "Named Insured".
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or "products".
  - c. "Product" includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the "product".
    - (2) The providing of or failure to provide warnings or instructions.
- V. "Professional services" includes, but is not limited to:
  - a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection with any of these,
  - b. Any professional service or treatment conducive to health.
  - c. Professional services of a pharmacist.
  - d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures.
- f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments.
- g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications.
- h. Supervisory, inspection, architectural, design or engineering services.
- i. Accountant's, advertiser's, consultant's, financial institution's, insurance broker's or agent's, lawyer's, public notary's, paralegal's, Quebec notary's, real estate broker's or agent's or travel agent's professional advice or activities.
- j. Computer programming or re-programming, consulting, advisory or related services.
- k. claim, investigation, adjustment, appraisal, survey or audit services.

"Professional services" does not include "logistical services".

W. "Property damage" means:

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

- X. "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 amending any of these as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
- Y. "Spores" includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".
- Z. "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

AA. "Volunteer worker" means a person:

- a. Who is not an "employee" of an Insured, and
- b. Who donates his or her time without being paid a fee, salary or other compensation by the "Named Insured" or anyone else for their time, and
- c. Acts at the direction of and within the scope of duties determined by the "Named Insured".

BB. "Work" means:

- a. Work or operations performed by or on behalf of the "Named Insured".
- b. Materials, parts or equipment furnished in connection with such work or operations.  
It includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the “work”

(2) The providing of or failure to provide warnings or instructions.

CC. “Wrongful act” means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or other act wrongfully done or attempted.