

OWNERS', LANDLORDS' & TENANTS' LIABILITY

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Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declaration Page(s), and any other person or organization qualifying as a Named Insured under Paragraph 3. of Section II – Who Is An Insured. The words "we", "us" and "our" refer to the company providing this insurance.

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

Other words and phrases that appear in bold have special meaning. Refer to Section IV – Definitions.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This insurance applies only when a Limit of Insurance - Each Occurrence is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend the Insured against any **action** seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any **action** seeking **compensatory damages** for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:
 - 1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section III – Limits of Insurance and Deductibles; and
 - 1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments under Coverage C.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.
- 1.2. This insurance applies to **bodily injury** and **property damage** only if:
 - 1.2.1. The **bodily injury** or **property damage** arises out of the ownership, occupancy or maintenance of the **insured premises** or the grounds and structures appurtenant to those **insured premises**.
 - 1.2.2. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 - 1.2.3. The **bodily injury** or **property damage** occurs during the **policy period**; and
 - 1.2.4. Prior to the **policy period**, no Insured listed under Paragraph 1. of Section II – Who Is An Insured and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; and
- 1.3. **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, and includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
- 1.4. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - 1.4.1. Reports all or any part, of the **bodily injury** or **property damage** to us or any other insurer;
 - 1.4.2. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury** or **property damage**; or
 - 1.4.3. Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- 1.5. **Compensatory damages** because of **bodily injury** include **compensatory damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. EXCLUSIONS

This insurance does not apply to:

- 2.1. Expected or Intended Injury or Damage
Bodily injury or **property damage** expected or intended from the standpoint of the Insured. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.
- 2.2. Contractual Liability
Bodily injury or **property damage** for which the Insured is obligated to pay **compensatory damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **compensatory damages**:
 - 2.2.1. That the Insured would have in the absence of the contract or agreement; or
 - 2.2.2. Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be **compensatory damages** because of **bodily injury** or **property damage**, provided:
 - 2.2.2.1. Liability to such party for, or for the cost of, that party's defence has also been assumed in the same **insured contract**; and
 - 2.2.2.2. Such legal fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which **compensatory damages** to which this insurance applies are alleged.
- 2.3. Workers' Compensation and Similar Laws
Any obligation of the Insured under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.

2.4. Employer's Liability

Bodily injury to:

2.4.1. Your **employee** arising out of and in the course of:

- 2.4.1.1. Employment by you; or
- 2.4.1.2. Performing duties related to the conduct of your business; or

2.4.2. The spouse, child, parent, brother or sister of that **employee** as a consequence of sub-paragraph 2.4.1. above.

This exclusion applies:

2.4.3. Whether you may be liable as an employer or in any other capacity; and

2.4.4. 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:

2.4.5. Liability assumed by the Insured under an **insured contract**; or

2.4.6. A claim made or an **action** brought by a Canadian resident **employee** on whose behalf contributions are made by or are required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

2.5. Watercraft

2.5.1. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use or entrustment to others by, or on behalf of, any Insured of any watercraft owned or operated by or rented or loaned to any Insured.

2.5.2. Use includes operation and **loading and unloading**.

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

This exclusion does not apply to:

2.5.4. A watercraft while ashore on premises you own or rent;

2.5.5. A watercraft you do not own that is:

- 2.5.5.1. Less than eight (8) metres long; and
- 2.5.5.2. Not being used to carry persons or property for a charge.

2.5.6. **Bodily injury** to your **employee** on whose behalf contributions are made by or are required to be made by you under the provisions of any Canadian provincial or territorial workers compensation law, if the **bodily injury** results from an **occurrence** involving watercraft.

2.6. Aircraft

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

- 2.6.1.1. Any aircraft; or
- 2.6.1.2. Any air cushion vehicle.

2.6.2. **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.

2.6.3. Use includes operation and **loading and unloading** of any aircraft or air cushion vehicle.

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

2.7. Automobile

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

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

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

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

This exclusion does not apply to:

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

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

2.7.7. **Bodily injury** or **property damage** arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. This exception however does not apply when such equipment is mounted on or attached to any **automobile** and such equipment is used for the purpose of **loading or unloading**.

2.7.8. **Bodily injury** or **property damage** arising out of **loading or unloading** if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation.

2.8. Damage to Property

Property damage to:

- 2.8.1. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
 - 2.8.2. Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
 - 2.8.3. Property loaned to you;
 - 2.8.4. Personal property in your care, custody or control, including but not limited to:
 - 2.8.4.1. Property held by you for sale or entrusted to you for storage or safekeeping;
 - 2.8.4.2. Property being on premises that is owned or rented by you for the purpose of having operations performed on such property by the Insured;
- Sub-paragraphs 2.8.3. and 2.8.4. of this exclusion do not apply to liability assumed under a sidetrack agreement.

2.9. Damage to Your Product

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

2.10. Damage to Your Work

Property damage to your work performed by you or on your behalf arising out of it or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

2.11. Damage to Impaired Property or Property not Physically Injured

Property damage to impaired property or property that has not been physically injured, arising out of a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

2.12. Recall of Products, Work or Impaired Property

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

- 2.12.1. **Your product;**
- 2.12.2. **Your work;** or
- 2.12.3. **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.

2.13. Products-Completed Operations Hazard

Bodily injury or property damage included within the **products-completed operations hazard**.

2.14. Injury or Damage Off Premises

Bodily injury or property damage arising out of or from operations or premises (other than the **insured premises**) owned by, rented to or controlled by you or to liability assumed by the Insured under any contract or agreement relating to such premises.

2.15. Structural Alterations

Bodily injury or property damage arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by you or on your behalf.

2.16. Explosion, Vibration, Removal or Weakening of Support

Property damage arising out of:

- 2.16.1. The use of explosives for blasting;
- 2.16.2. Vibration from pile driving or caisson work; or
- 2.16.3. The removal of weakening of support of any property, building or land whether such support be natural or otherwise.

2.17. Electronic Data

Compensatory damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

2.18. Access to or Disclosure of Confidential or Personal Information (Privacy Breach)

Compensatory damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

2.19. Personal Injury and Advertising Injury

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

2.20. Professional Services

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

2.21. Abuse – see Common Exclusions.

2.22. Asbestos –see Common Exclusions.

2.23. Fungi or Spores –see Common Exclusions.

2.24. Nuclear Energy Liability –see Common Exclusions.

2.25. Pollution –see Common Exclusions.

2.26. Terrorism –see Common Exclusions.

2.27. War Risks –see Common Exclusions.

2.28. Unsolicited Communication –see Common Exclusions.

COVERAGE B – PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

This insurance applies only when a Personal Injury and Advertising Injury Limit of Insurance is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **personal injury** or **advertising injury** to which this insurance applies. We will have the right and duty to defend the Insured against any **action** seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any **action** seeking **compensatory damages** for **personal injury** or **advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or **action** that may result. But:
 - 1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section III - Limits of Insurance and Deductibles; and
 - 1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments under Coverage C.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.
- 1.2. This insurance applies to **personal injury** and **advertising injury** caused by an offence arising out of your business performed on the **insured premises**, but only if the offence was committed in the **coverage territory** during the **policy period**.

2. EXCLUSIONS

This insurance does not apply to:

- 2.1. Knowing Violation of Rights of Another
Personal injury or **advertising injury** caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict **personal injury** or **advertising injury**.
- 2.2. Material Published with Knowledge of Falsity
Personal injury or **advertising injury** arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity.
- 2.3. Material Published Prior to Policy Period
Personal injury or **advertising injury** arising out of oral or written publication of material whose first publication took place before the beginning of the **policy period**.
- 2.4. Criminal Acts
Personal injury or **advertising injury** arising out of a criminal act committed by or at the direction of the Insured.
- 2.5. Contractual Liability
Advertising injury for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for **compensatory damages** that the Insured would have in the absence of the contract or agreement.
- 2.6. Breach of Contract
Advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.
- 2.7. Quality or Performance of Goods - Failure to Conform to Statements
Advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**.
- 2.8. Wrong Description of Prices
Advertising injury arising out of the wrong description of the price of goods, products or services stated in your **advertisement**.
- 2.9. Infringement of Copyright, Patent, Trademark or Trade Secret
Personal injury and **advertising injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress or slogan.
- 2.10. Insureds in Media and Internet Type Businesses
Personal injury or **advertising injury** committed by an Insured whose business is:
 - 2.10.1. Advertising, broadcasting, publishing or telecasting;
 - 2.10.2. Designing or determining content of web-sites for others; or
 - 2.10.3. An Internet search, access, content or service provider.**However, this exclusion does not apply to:**
 - 2.10.4. False arrest, detention or imprisonment;
 - 2.10.5. Malicious prosecution;
 - 2.10.6. 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.For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
- 2.11. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards
Personal Injury or **advertising injury** arising out of an electronic interactive website, a chatroom, an interactive forum or a bulletin board the Insured hosts, owns, or over which the Insured exercises control.
- 2.12. Unauthorized Use of Another's Name or Product
Advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- 2.13. Access to or Disclosure of Confidential or Personal Information (Privacy Breach)
Personal injury or **advertising injury** arising out of any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.
- 2.14. Abuse – see Common Exclusions
- 2.15. Asbestos – see Common Exclusions.
- 2.16. Fungi or Spores – see Common Exclusions.
- 2.17. Nuclear Energy Liability – see Common Exclusions.

- 2.18. Pollution – see Common Exclusions.
- 2.19. Terrorism – see Common Exclusions.
- 2.20. War Risks – see Common Exclusions.
- 2.21. Unsolicited Communication – see Common Exclusions.

COVERAGE C – MEDICAL PAYMENTS

This insurance applies only when a Medical Payments Limit of Insurance is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. We will pay medical expenses as described below for **bodily injury** caused by an accident:
 - 1.1.1. Occurring on the **insured premises** or on the grounds and structures appurtenant to those **insured premises**; and
 - 1.1.2. Because of your operations.
 provided that:
 - 1.1.3. The accident takes place in the **coverage territory** and during the **policy period**; and
 - 1.1.4. The injured person submits to an examination, at our expense, by physicians of our choice as often as we reasonably require.
- 1.2. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section III - Limits of Insurance and Deductibles. We will pay reasonable expenses for:
 - 1.2.1. First aid administered at the time of an accident;
 - 1.2.2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices;
 - 1.2.3. Necessary ambulance, hospital, professional nursing and funeral services; and
 - 1.2.4. Travel and babysitting expenses.

2. EXCLUSIONS

We will not pay expenses for bodily injury:

- 2.1. Any Insured
 - To any Insured, except **volunteer workers**.
- 2.2. Hired Person
 - To any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or construction operations at such premises.
- 2.3. Injury on Normally Occupied Premises
 - To any person injured on that part of premises you own or rent, that such person normally occupies.
- 2.4. Workers' Compensation and Similar Laws
 - To a person, whether or not an **employee** of any Insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- 2.5. Athletics Activities
 - To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- 2.6. Coverage A Exclusions
 - Excluded under Coverage A.

COVERAGE D – TENANTS' LEGAL LIABILITY

This insurance applies only when a Tenant's Legal Liability Limit of Insurance is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **property damage** to which this insurance applies. This insurance applies only to **property damage** to premises of others (including building fixtures permanently attached thereto other than improvements and betterments) rented to you or occupied by you. We will have the right and duty to defend the Insured against any **action** seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any **action** seeking **compensatory damages** for **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:
 - 1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section III - Limits of Insurance and Deductibles; and
 - 1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments under Coverage C.
 No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.
- 1.2. This insurance applies to **property damage** only if:
 - 1.2.1. The **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
 - 1.2.2. The **property damage** occurs during the **policy period**; and
 - 1.2.3. Prior to the **policy period**, no Insured listed under Paragraph 1. of Section II – Who Is An Insured and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **property damage** had occurred, in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the **policy period**, that the **property damage** occurred, then any continuation, change or resumption of such **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- 1.3. **Property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, and includes any continuation, change or resumption of that **property damage** after the end of the **policy period**.

- 1.4. **Property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
- 1.4.1. Reports all or any part, of the **property damage** to us or any other insurer;
- 1.4.2. Receives a written or verbal demand or claim for **compensatory damages** because of the **property damage**; or
- 1.4.3. Becomes aware by any other means that **property damage** has occurred or has begun to occur.

2. EXCLUSIONS

This insurance does not apply to:

- 2.1. Expected or Intended Damage
Property damage expected or intended from the standpoint of the Insured.
- 2.2. Contractual Liability
Property damage for which the Insured is obligated to pay **compensatory damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **compensatory damages** that the Insured would have in the absence of the contract or agreement.
- 2.3. Abuse – see Common Exclusions.
- 2.4. Asbestos – see Common Exclusions.
- 2.5. Fungi or Spores – see Common Exclusions.
- 2.6. Nuclear Energy Liability – see Common Exclusions.
- 2.7. Pollution – see Common Exclusions.
- 2.8. Terrorism – see Common Exclusions.
- 2.9. War Risks – see Common Exclusions.
- 2.10. Unsolicited Communication – see Common Exclusions.

COMMON EXCLUSIONS COVERAGES A, B, C and D

This insurance does not apply to:

1. ABUSE

- 1.1. Claims or **actions** arising directly or indirectly from **abuse** committed or alleged to have been committed by an Insured, including the transmission of disease arising out of any act of **abuse**.
- 1.2. Claims or **actions** based on the Named Insured's practices of **employee** hiring, acceptance of **volunteer workers** or supervision or retention of any person alleged to have committed **abuse**.
- 1.3. Claims or **actions** alleging knowledge by an Insured of, or failure to report, the alleged **abuse** to the appropriate authority(ies).

2. ASBESTOS

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

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

3. FUNGI OR SPORES

- 3.1. **Bodily injury, property damage or personal injury** or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any **fungi or spores** however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of **fungi or spores**;
- 3.2. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with 3.1. above; or
- 3.3. 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 3.1. or 3.2. above.

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

4. NUCLEAR ENERGY LIABILITY

- 4.1. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- 4.2. **Bodily injury, property damage or personal injury** with respect to which an Insured under this Policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;
- 4.3. **Bodily injury, property damage or personal injury** resulting directly or indirectly from the **nuclear energy hazard** arising from:
- 4.3.1. The ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an Insured;
- 4.3.2. 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**;
- 4.3.3. The possession, consumption, use, handling, disposal or transportation of **fissionable substances**, or of other **radioactive material** (except radioactive isotopes, away from a **nuclear facility**, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

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

5. POLLUTION

- 5.1. **Bodily injury, property damage or personal injury** arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:
- 5.1.1. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this sub-paragraph does not apply to:
- 5.1.1.1. **Bodily injury** if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- 5.1.1.2. **Bodily injury or property damage** for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional Insured with respect to your ongoing operations performed for that additional Insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Insured, other than that additional Insured; or
- 5.1.1.3. **Bodily injury or property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight a **hostile fire**;
- 5.1.2. At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
- 5.1.3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- 5.1.3.1. Any Insured; or
- 5.1.3.2. Any person or organization for whom you may be legally responsible; or
- 5.1.4. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this sub-paragraph does not apply to:
- 5.1.4.1. **Bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;
- 5.1.4.2. **Bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- 5.1.4.3. **Bodily injury or property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**.
- 5.1.5. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of **pollutants**.
- 5.2. Any loss, cost or expense arising out of any:
- 5.2.1. Request, demand, order or statutory or regulatory requirement 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 effects of, **pollutants**; or
- 5.2.2. Claim or **action** by or on behalf of a governmental authority for **compensatory damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, decontaminating, stabilizing, remediating or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.
- However, this Section 5.2. does not apply to liability for **compensatory damages** because of **property damage** that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **action** by or on behalf of a governmental authority.

6. TERRORISM

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

7. WAR RISKS

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

8. UNSOLICITED COMMUNICATION

Bodily injury, property damage, personal injury or advertising injury imposed by or arising from any **action** or omission that violates or allegedly violates any federal, provincial, territorial, state or municipal act, law, statute, ordinance, rule or regulation, that restricts or prohibits the transmitting of any **unsolicited communication**, regardless of the jurisdiction.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

1. We will pay, with respect to any claim we investigate or settle, or any **action** against an Insured we defend:
- 1.1. All expenses we incur;
- 1.2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
- 1.3. All costs to protect you against any levy of execution arising from a judgment;
- 1.4. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or **action**, including actual loss of earnings because of time off from work;
- 1.5. All costs assessed or awarded against you in the **action**;
- 1.6. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

If we are prevented by law or otherwise from defending the Insured, we will reimburse the Insured for defence costs and expenses that are incurred with our consent.

These payments will not reduce the limits of insurance.

2. If we defend an Insured against an **action** and an indemnitee of the Insured is also named as a party to the **action**, we will defend that indemnitee if all of the following conditions are met:
 - 2.1. The **action** against the indemnitee seeks **compensatory damages** for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
 - 2.2. This insurance applies to such liability assumed by the Insured;
 - 2.3. The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the Insured in the same **insured contract**;
 - 2.4. The allegations in the **action** and the information we know about the **occurrence** are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
 - 2.5. The indemnitee and the Insured ask us to conduct and control the defence of that indemnitee against such **action** and agree that we can assign the same counsel to defend the Insured and the indemnitee; and
 - 2.6. The indemnitee:
 - 2.6.1. Agrees in writing to:
 - 2.6.1.1. Cooperate with us in the investigation, settlement or defence of the **action**;
 - 2.6.1.2. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **action**;
 - 2.6.1.3. Notify any other insurer whose coverage is available to the indemnitee; and
 - 2.6.1.4. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - 2.6.2. Provides us with written authorization to:
 - 2.6.2.1. Obtain records and other information related to the **action**; and
 - 2.6.2.2. Conduct and control the defence of the indemnitee in such **action**.

So long as the above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of sub-paragraph 2.2.2. of Section I - Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be **compensatory damages** for **bodily injury** and **property damage** and will not reduce the limits of insurance.

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

 - 2.7. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
 - 2.8. The conditions set forth above, or the terms of the agreement described in sub-paragraph 2.6. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. IF YOU ARE DESIGNATED IN THE DECLARATION PAGE(S) AS:

- 1.1. An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
- 1.2. A partnership, limited liability partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business.
- 1.3. A limited liability company, you are an Insured. Your members are also Insureds, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers.
- 1.4. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an Insured. Your **executive officers** and directors are Insureds, but only with respect to their duties as your officers or directors. Your shareholders are also Insureds, but only with respect to their liability as shareholders.
- 1.5. A trust, you are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees;

But only with respect to the ownership, maintenance or occupancy of the **insured premises** or the grounds and structures appurtenant to those **insured premises**.

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

- 2.1. Your **volunteer workers** only while performing duties related to the conduct of your business, or **employees**, other than either your **executive officers** (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are Insureds for:
 - 2.1.1. **Bodily injury, personal injury or advertising injury:**
 - 2.1.1.1. To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties on your behalf, or to your other **volunteer workers** while performing duties related to the conduct of your business, except with respect to **incidental medical malpractice injury**;
 - 2.1.1.2. To the spouse, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of sub-paragraph 2.1.1.1. above;
 - 2.1.1.3. For which there is any obligation to share **compensatory damages** with or repay someone else who must pay **compensatory damages** because of the injury described in sub-paragraphs 2.1.1.1. or 2.1.1.2. above;
 - 2.1.1.4. Arising out of his or her providing or failing to provide professional health care services; or
 - 2.1.1.5. To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
 - 2.1.2. **Property damage** to property that is:
 - 2.1.2.1. Owned or occupied by; or
 - 2.1.2.2. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose.

By you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership, limited liability partnership or joint venture) or any member (if you are a limited liability company).
- 2.2. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
- 2.3. Any person or organization having proper temporary custody of your property if you die, but only:
 - 2.3.1. With respect to liability arising out of the maintenance or use of that property; and
 - 2.3.2. Until your legal representative has been appointed.

- 2.4. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Form.
- 2.5. Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use;

But only with respect to the ownership, maintenance or occupancy of the **insured premises** or the grounds and structures appurtenant to those **insured premises**.

3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization, but only with respect to ownership, maintenance or occupancy of the **insured premises** or the grounds and structures appurtenant to those **insured premises**. However:
- 3.1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
- 3.2. Coverage A and D do not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
- 3.3. Coverage B does not apply to **personal injury** or **advertising injury** arising out of an offence committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Declaration Page(s), subject to the rules below, are the most we will pay regardless of the number of:
- 1.1. Insureds;
- 1.2. Claims made or **actions** brought; or
- 1.3. Persons or organizations making claims or bringing **actions**.
2. The Aggregate Limit is the most we will pay for the sum of:
- 2.1. **Compensatory damages** under Coverage A;
- 2.2. **Compensatory damages** under Coverage B; and
- 2.3. Medical expenses under Coverage C.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of:
- 3.1. **Compensatory damages** under Coverage A; and
- 3.2. Medical payments under Coverage C;
- because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
4. The Personal Injury and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all **compensatory damages** because of all **personal injury** and **advertising injury** sustained by any number of person(s) or organization(s) in the Aggregate.
5. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for **compensatory damages** because of **property damage** to any one premises.
6. Subject to Paragraph 3. above, the Medical Payments Limit is the most we will pay under Coverage C for all medical payments because of **bodily injury** sustained by any one person.
7. The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **policy period** shown in the Declaration Page(s), unless the **policy period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
8. **DEDUCTIBLES**
- 8.1. Our obligation under Property Damage Liability and Tenants' Legal Liability to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of any deductible amounts stated in the Declaration Page(s) as applicable to such coverages, and the limits of insurance applicable to each **occurrence** for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
- 8.2. The deductible amounts apply as follows:
- 8.2.1. Coverage A
- Under Coverage A: To all **compensatory damages** because of **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **compensatory damages** because of that **occurrence**.
- 8.2.2. Coverage D
- Under Coverage D: To all **compensatory damages** because of **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **compensatory damages** because of that **occurrence**. However, this deductible shall not be applied to claims arising out of the perils of fire, explosion, smoke and sprinkler leakage.
- 8.3. The terms of this insurance, including those in respect to:
- 8.3.1. Our right and duty to defend any **action** seeking those **compensatory damages**; and
- 8.3.2. Your duties in the event of an **occurrence**, claim or **action**;
- apply irrespective of the application of the deductible amount.
- 8.4. We may pay any part or all of the deductible amount to effect settlement of any claim or **action** and, upon notification of the **action** taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION IV – DEFINITIONS

1. **Abuse** means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.
2. **Action** means a civil proceeding in which **compensatory damages** because of **bodily injury**, **property damage**, **personal injury** or **advertising injury** to which this insurance applies are alleged. **Action** includes:
- 2.1. An arbitration proceeding in which such **compensatory damages** are claimed and to which the Insured must submit or does submit with our consent; or
- 2.2. Any other alternative dispute resolution proceeding in which such **compensatory damages** are claimed and to which the Insured submits with our consent.

3. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - 3.1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - 3.2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.
4. **Advertising injury** means injury arising out of one or more of the following offences:
 - 4.1. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - 4.2. Oral or written publication, in any manner, of material that violates a person's right of privacy; or
 - 4.3. The use of another's advertising idea in your **advertisement**; or
 - 4.4. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.
5. **Automobile** means a self-propelled land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any machinery or equipment attached to such automobile.
6. **Bodily injury** means bodily or mental injury, sickness, disease, disability or shock sustained by a person, including death resulting at any time.
7. **Compensatory damages** means damages (including prejudgment interest) 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.
8. **Coverage territory** means Canada only.
9. **Electronic data** means information, facts or programs in any form or representations of information or concepts in any form stored as or on, created or used on, or transmitted to or from computer or data processing software (including systems and application software), memory devices, data processing devices or any other media that are used with electronically controlled equipment.
10. **Employee** includes a **leased worker** and a **temporary worker**.
11. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document or any person designated as an officer by you.
12. **Fissionable substance** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
13. **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.
14. **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
15. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
 - 15.1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - 15.2. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - 15.3. The repair, replacement, adjustment or removal of **your product** or **your work**; or
 - 15.4. Your fulfilling the terms of the contract or agreement.
16. **Incidental medical malpractice injury** means **bodily injury** arising out of the rendering of or failure to render, during the **policy period**, the following services:
 - 16.1. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
 - 16.2. 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 sub-paragraphs 16.1. and 16.2. above.
17. **Insured contract** means:
 - 17.1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
 - 17.2. A sidetrack agreement;
 - 17.3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - 17.4. Any other easement agreement;
 - 17.5. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
 - 17.6. An elevator maintenance agreement.
18. **Insured premises** means:
 - 18.1. The premises as described in the Declaration Page(s) or on a schedule attached to the policy; and
 - 18.2. Premises as to which you acquire ownership or control, provided you notify us within thirty (30) days following the effective date of such acquisition, but the insurance with respect to the newly acquired premises does not apply to any loss against which you have other valid and collectible insurance; and includes the grounds and structures appurtenant to those **insured premises**.
19. **Leased worker** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
20. **Loading or unloading** means the handling of property:
 - 20.1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **automobile**;
 - 20.2. While it is in or on an aircraft, watercraft or **automobile**; or
 - 20.3. While it is being moved from an aircraft, watercraft or **automobile** to the place where it is finally delivered;but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **automobile**.
21. **Nuclear energy hazard** means the radioactive, toxic, explosive, or other hazardous properties of **radioactive material**.

22. Nuclear facility means:

- 22.1. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - 22.2. Any equipment or device designed or used for:
 - 22.2.1. Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
 - 22.2.2. Processing or packaging waste;
 - 22.3. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - 22.4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste **radioactive material**;
- and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

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

24. Personal injury means injury, including consequential **bodily injury**, arising out of one or more of the following offences:

- 24.1. False arrest arising out of your business performed on the **insured premises** and occurring on the **insured premises** or on the grounds and structures appurtenant to those **insured premises**, detention or imprisonment;
- 24.2. Malicious prosecution;
- 24.3. 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, arising out of your business performed on the **insured premises** and occurring on the **insured premises** or on the grounds and structures appurtenant to those **insured premises**;
- 24.4. 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;
- 24.5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

25. Policy period means each consecutive period of twelve (12) months included in the **policy period** shown on the Declaration Page(s). The first twelve-month period starts on the inception date of the policy and the subsequent period starts at the expiry of the first twelve-month period.

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

27. Products-completed operations hazard

- 27.1. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
 - 27.1.1. Products that are still in your physical possession; or
 - 27.1.2. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - 27.1.2.1. When all of the work called for in your contract has been completed;
 - 27.1.2.2. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;
 - 27.1.2.3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- 27.2. Does not include **bodily injury** or **property damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

28. Professional services means, without limitation:

- 28.1. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection with such service or treatment;
- 28.2. Service or treatment conducive to health;
- 28.3. Professional services of a pharmacist;
- 28.4. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- 28.5. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
- 28.6. Cosmetic, body piercing, hairdressing, massage, physiotherapy, chiropody, hearing aid, optical or optometric services or treatments;
- 28.7. The preparation or approval of maps, plans, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- 28.8. Supervisory, inspection, architectural, design or engineering services;
- 28.9. Professional advice or activities of accountants, advertisers, notaries (Quebec), public notaries, paralegals, lawyers, real estate brokers or agents, insurance brokers or agents, travel agents, financial institutions, or consultants;
- 28.10. Computer programming or re-programming, consulting, advisory or related services; or
- 28.11. Claim, investigation, adjusting of claims, appraisal, survey or audit services.

29. Property damage means:

- 29.1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 29.2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

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

30. Radioactive material means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

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

32. Temporary worker means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

33. 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.

34. Unsolicited communication means communication in any form sent to any person or organization, without their prior consent.

35. Volunteer worker means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

36. Your product

36.1. Means:

36.1.1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

36.1.1.1. You;

36.1.1.2. Others trading under your name; or

36.1.1.3. A person or organization whose business or assets you have acquired; and

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

36.2. Includes:

36.2.1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

36.2.2. The providing of or failure to provide warnings or instructions.

36.3. Does not include vending machines or other property rented to or located for the use of others but not sold.

37. Your work

37.1. Means:

37.1.1. Work or operations performed by you or on your behalf; and

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

37.2. Includes:

37.2.1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

37.2.2. The providing of or failure to provide warnings or instructions.