

COMMERCIAL UMBRELLA COVERAGE

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Throughout this Policy the words "you" and "your" refer to:

1. The Named Insured shown in the Declaration Page(s).
2. Any person or organization qualifying as a Named Insured in the **underlying insurance**, but only for such risks for which coverage is afforded under such **underlying insurance**. This paragraph does not apply to any Named Insured added by endorsement to the **underlying insurance** after the inception date of this Policy unless such Named Insured is added to this Policy by endorsement.
3. Any Named Insured added to this Policy by endorsement.

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 V – 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.

For any automobile coverage, please refer to form S.P.F. No. 7 Standard Excess Automobile Policy, Q.P.F. NO. 7 Québec Automobile Insurance Policy – Excess Liability Form, or the applicable equivalent form, if any such form is attached to this Policy.

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

SECTION I – COVERAGE

1. INSURING AGREEMENT

- 1.1. Subject to the terms and conditions of this coverage form, including **SECTION III – LIMITS OF INSURANCE**, we will pay the **ultimate net loss** that the Insured becomes legally obligated to pay because of **bodily injury, property damage, personal injury, or advertising injury** to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph 4. **DEFENCE, SETTLEMENT, AND SUPPLEMENTARY PAYMENTS.**
- 1.2. This insurance applies only if:
 - 1.2.1. The **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**, and the **bodily injury or property damage** occurs during the **policy period**;
 - 1.2.2. The **personal injury or advertising injury** is caused by an offence arising out of your business, but only if the offence was committed in the **coverage territory** and during **policy period**.
- 1.3. This insurance applies to **bodily injury or property damage** only if prior to the **policy period**, no Insured listed in Paragraph 2. 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**.
- 1.4. **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 in Paragraph 2. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury or property damage** after the end of the **policy period**.
- 1.5. **Bodily injury or property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed in Paragraph 2. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - 1.5.1. Reports all or any part, of the **bodily injury or property damage** to us or any other insurer;
 - 1.5.2. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury or property damage**; or
 - 1.5.3. Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to occur.
- 1.6. **Ultimate net loss** because of **bodily injury** includes **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. 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 provided, however, that this exclusion does not apply to liability of others assumed by the Insured under contract or agreement.
- 2.3. Damage to Property
Property damage to:
 - 2.3.1. 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;
 - 2.3.2. Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
 - 2.3.3. Property loaned to you;
 - 2.3.4. Personal property in your care, custody or control, including but not limited to:
 - 2.3.4.1. Property held by you for sale or entrusted to you for storage or safekeeping;
 - 2.3.4.2. Property being on premises that is owned or rented by you for the purpose of having operations performed on such property by the Insured;
 - 2.3.5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
 - 2.3.6. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Sub-paragraph 2.3.2. of this exclusion does not apply if the premises are **your work** and were occupied, rented or held for rental by you, for a period not exceeding twelve (12) months.

Sub-paragraphs 2.3.3., 2.3.4., 2.3.5. and 2.3.6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Sub-paragraph 2.3.6. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

2.4. Damage to Your Product

Property damage to your product arising out of it or any part of it. This exclusion is replaced by exclusion 2.4.1., but only in respect to your operations related to the business of selling, repairing, or servicing automobiles:

2.4.1. **Property damage to your product** arising out of it or any part of it if caused by a defect existing at the time it was sold or transferred to another.

2.5. Damage to Your Work

Property damage to that particular part of **your work** arising out of it or any part of it and included in the **products-completed operations hazard**, this exclusion shall only apply to that part of **your work** that is defective.

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

2.6. 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:

2.6.1. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

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

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

2.7. Professional Services

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

2.8. 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**.

2.9. 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.

2.10. 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**.

2.11. Criminal Acts

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

2.12. 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**.

2.13. 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**.

2.14. Wrong Description of Prices

Advertising injury arising out of the wrong description of the price of goods, products or services stated in your **advertisement**.

2.15. 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.

2.16. Insureds in Media and Internet Type Businesses

Personal injury or advertising injury committed by an Insured whose business is:

2.16.1. Advertising, broadcasting, publishing or telecasting;

2.16.2. Designing or determining content of web-sites for others; or

2.16.3. An Internet search, access, content or service provider.

However, this exclusion does not apply to:

2.16.4. False arrest, detention or imprisonment;

2.16.5. Malicious prosecution;

2.16.6. 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.

2.17. 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.

2.18. 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.

2.19. 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.

2.20. 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**.

2.21. 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**.

2.22. Fungi or Spores

2.22.1. **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, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of **fungi** or **spores**;

2.22.2. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with sub-paragraph 2.22.1 above; or

2.22.3. 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 2.22.1. or 2.22.2. 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**.

For the purpose of the following exception:

2.22.4. **Property damage** means physical injury to animals.

2.22.5. **Product-completed operations hazard** means all **bodily injury** and **property damage** that arises out of **your product** provided the **bodily injury or property damage** occurs after you have relinquished physical possession of **your product**.

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

2.22.6. Applied topically to humans or animals; or

2.22.7. Ingested by humans or animals.

2.23. Nuclear Energy Liability

2.23.1. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;

2.23.2. **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;

2.23.3. **Bodily injury, property damage or personal injury** resulting directly or indirectly from the **nuclear energy hazard** arising from:

2.23.3.1. The ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an Insured;

2.23.3.2. 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**;

2.23.3.3. 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**.

2.24. Pollution

2.24.1. **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**:

2.24.1.1. 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:

2.24.1.1.1. **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;

2.24.1.1.2. **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

2.24.1.1.3. **Bodily injury or property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**;

2.24.1.2. 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;

2.24.1.3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

2.24.1.3.1. Any Insured; or

2.24.1.3.2. Any person or organization for whom you may be legally responsible; or

2.24.1.4. 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:

2.24.1.4.1. **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;

2.24.1.4.2. **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

2.24.1.4.3. **Bodily injury or property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**.

2.24.1.5. 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**.

2.24.2. Any loss, cost or expense arising out of any:

2.24.2.1. 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

2.24.2.2. 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 2.24.2. 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.

2.25. 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**.

2.26. 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**.

2.27. 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.

2.28. Automobile

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

2.28.2. This exclusion also applies to any:

2.28.2.1. Motorized snow vehicle or its trailers, except when being used for your business; or

2.28.2.2. 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.

2.28.3. 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:

2.28.4. **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;

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

2.28.6. **Bodily injury or property damage** liability imposed by law upon the Insured for loss or damage arising out of the ownership, maintenance, use or operation of machinery or apparatus (including its equipment), mounted on or attached to any **automobile** at the site of the use or operation of such machinery or apparatus and provided the Insured is not insured for liability arising out of the ownership, use or operation of such mounted or attached machinery or apparatus under any automobile policy.

3. CONDITIONAL EXCLUSIONS TO UNDERLYING INSURANCE

This insurance does not apply to the following, except to the extent that such coverage is provided under the **underlying insurance**. In that event, coverage under this Policy applies only to such risks for which coverage is afforded by such **underlying insurance** and will not be broader than the coverage afforded by such **underlying insurance**:

3.1. Contractual Liability

Bodily injury, property damage, or advertising injury for which the Insured is obligated to pay **compensatory damages** by reason of the assumption of liability in a contract or agreement.

3.2. Employer's Liability

Bodily injury sustained by any **employee** of the Insured and arising out of and in the course of their employment by the Insured.

3.3. Watercraft

Bodily injury or property damage arising out of the ownership, maintenance, use, operation or entrustment to others by or on behalf of any Insured of any watercraft, if the **occurrence** takes place away from the premises owned, rented or controlled by you. Use includes **loading or unloading**.

3.4. Aircraft

3.4.1. **Bodily injury or property damage** arising out of:

3.4.1.1. The ownership, maintenance, use, operation or entrustment to others by or on behalf of any Insured of any aircraft or any air cushion vehicle;

3.4.1.2. The ownership, use, operation or entrustment by or on behalf of any Insured of any premises for the purpose of an airport or an aircraft landing area;

3.4.1.3. All operations that are necessary or incidental to sub-paragraphs 3.4.1.1. or 3.4.1.2. above;

3.4.1.4. Use includes **loading or unloading**;

3.4.1.5. Work or operations conducted by or on behalf of the Insured at airport premises or airport property (including but not limited to any runway, hangar, taxiway, apron, or air traffic control facility), but this exclusion shall not apply to such work or operations in Canada that are conducted solely within an area that is not designated by Transport Canada (or other airport regulatory authority) as a restricted area.

3.4.2. However, this exclusion will not apply if the aircraft or air cushion vehicle is:

3.4.2.1. Not owned by the Insured; and

3.4.2.2. Loaned, rented or hired by or on behalf of the Insured with paid crew.

3.5. 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:

3.5.1. **Your product;**

3.5.2. **Your work;** or

3.5.3. **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.

3.6. Pyrite or Pyrrhotite

Bodily injury, property damage, or personal injury arising directly or indirectly, in whole or in part, from any reactive aggregate or granular substance, including those containing pyrite, pyrrhotite, ferrous sulfide and any materials containing such reactive aggregate or granular substances, in any form and in any 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**.

4. DEFENCE, SETTLEMENT, AND SUPPLEMENTARY PAYMENTS

4.1. We will have the right and the duty, subject to the Self-Insured Retention shown in the Declaration Page(s), to defend the Insured against any **action** seeking **compensatory damages** for **bodily injury, property damage, personal injury, or advertising injury** to which this insurance applies but which are not payable under the **underlying insurance** because:

4.1.1. Such **compensatory damages** are not covered by the **underlying insurance**; or

4.1.2. Of exhaustion of an underlying limit of insurance of the **underlying insurance** by reason of losses occurring and paid under such **underlying insurance** during the **policy period**.

When we have no duty to defend, we will have the right to defend, or participate in the defence of, the Insured against any other claim or **action** to which this insurance may apply. However, we will have no duty to defend the Insured against any claim or **action** seeking **compensatory damages** for **bodily injury, property damage, personal injury, or advertising injury** to which insurance does not apply. We may, at our discretion, investigate any **occurrence** or offence and settle any claim or **action** that may result. But our right and duty to defend ends after the applicable limit of insurance has been exhausted by the payment of judgements or settlements under this Policy.

4.2. Subject to sub-paragraph 4.1. above, we will pay, with respect to any claim we investigate or settle, or any **action** against an Insured we defend:

4.2.1. All expenses we incur;

4.2.2. 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;

4.2.3. All costs to protect you against any levy of execution arising from a judgment;

4.2.4. 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;

4.2.5. All costs assessed or awarded against you in the **action**;

4.2.6. 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. The Insured will promptly reimburse the Insurer for any amount stated in the Declaration Page(s) as Self-Insured Retention.

These payments will not reduce the Limits of Insurance.

4.3. 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:

4.3.1. 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**;

4.3.2. This insurance applies to such liability assumed by the Insured;

4.3.3. 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**;

4.3.4. The allegations in the **action** and the information we know about the **occurrence** or offence are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

4.3.5. 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

4.3.6. The indemnitee:

4.3.6.1. Agrees in writing to:

4.3.6.1.1. Cooperate with us in the investigation, settlement or defence of the **action**;

4.3.6.1.2. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **action**;

4.3.6.1.3. Notify any other insurer whose coverage is available to the indemnitee; and

4.3.6.1.4. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

4.3.6.2. Provides us with written authorization to:

4.3.6.2.1. Obtain records and other information related to the **action**; and

4.3.6.2.2. 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. Such payments will not be deemed to be **compensatory damages** for **bodily injury, property damage, personal injury, or advertising injury** 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:

4.3.7. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

4.3.8. The conditions set forth above, or the terms of the agreement described in sub-paragraph 4.3.6. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Each of the following is an Insured:
 - 1.1. The Named Insured shown in the Declaration Page(s).
 - 1.2. Any person or organization qualifying as a Named Insured or Insured in the **underlying insurance**, but only for such risks for which coverage is afforded under such **underlying insurance**. This paragraph does not apply to any Named Insured or Insured added by endorsement to the **underlying insurance** after the inception date of this Policy unless such Named Insured or Insured is added to this Policy by endorsement.
 - 1.3. Any Named Insured or Insured added to this Policy by endorsement.
2. For purposes of sub-paragraphs 1.3., 1.4. and 1.5. of **SECTION I – COVERAGE**, Insured means, if you are designated in the Declaration Page(s) as:
 - 2.1. 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.
 - 2.2. 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.
 - 2.3. 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.
 - 2.4. 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.
 - 2.5. A trust, you are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees.
 - 2.6. An incorporated association, each member of the incorporated association is an Insured but solely in respect of the liability arising out of his actions as a member and his participation in the activities of the incorporated association. This insurance shall only apply as excess coverage to the extent of any amount not paid due to the exhaustion of the personal General Liability policy of a member. This insurance does not apply to loss, damage or injury to a member caused by another member of the incorporated association.

SECTION III – LIMITS OF INSURANCE

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. Subject to the applicable Limits of Insurance, we will pay the **ultimate net loss** in excess of:
 - 2.1. The limit of insurance of the **underlying insurance** in respect of each **occurrence** or offence or the amount recoverable by the Insured under any other valid and collectible underlying insurance that covers a loss also covered under this insurance;
 - 2.2. The limit of insurance of the **underlying insurance** in respect of each **policy period** or the amount recoverable by the Insured under any other valid and collectible underlying insurance that covers a loss also covered under this insurance;
 - 2.3. The Self-Insured Retention shown in the Declaration Page(s) in respect to damages to which this insurance applies but which are not covered by the **underlying insurance**.
3. In the event of reduction or exhaustion of an aggregate limit of insurance under the **underlying insurance** by reason of losses occurring and paid under such **underlying insurance** during the **policy period**, we will pay:
 - 3.1. In the event of reduction, the excess of the reduced underlying limit; and
 - 3.2. In the event of exhaustion, continue in force as **underlying insurance**;subject to the terms and conditions of this Policy, including the applicable Limits of Insurance.
4. The Aggregate Limit of Insurance shown in the Declaration Page(s) is the most we will pay for the sum of all **ultimate net loss** under Paragraph 1. **INSURING AGREEMENT** of **SECTION I – COVERAGE** arising out of all **occurrences** and offences during the **policy period**.
5. To the extent, if any, that there is product recall expenses coverage offered under the **underlying insurance**, this Policy includes **expenses** if **your product** is withdrawn because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, and the most we will pay during the **policy period** for all **expenses** is \$1,000,000. This limit of insurance is a part of, not in addition to, the Aggregate Limit of Insurance described in Paragraph 4. above.
6. Subject to Paragraphs 4. or 5. above, whichever applies, the Each Occurrence Limit shown in the Declaration Page(s) is the most we will pay for the sum of all **ultimate net loss** under Paragraph 1. **INSURING AGREEMENT** of **SECTION I – COVERAGE** arising out of any one **occurrence** or offence, or for **expenses** if **your product** is withdrawn, whichever applies.
7. The Aggregate 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**, 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.

SECTION IV – SPECIAL CONDITIONS

1. MAINTENANCE OF UNDERLYING INSURANCE

Any **underlying insurance** must be maintained in full effect during the **policy period** without reduction of coverage or limits except for the exhaustion or reduction of an aggregate limit of insurance as described in Paragraph 3. of **SECTION III – LIMITS OF INSURANCE**. Such exhaustion or reduction is not a failure to maintain **underlying insurance**. Failure to maintain **underlying insurance** will not invalidate this Policy, but this Policy will apply as if the **underlying insurance** was in full effect.

2. CHANGES TO THE UNDERLYING INSURANCE

No changes to the **underlying insurance** will be binding upon us unless specifically agreed to by endorsement.

3. BANKRUPTCY AND INSOLVENCY

Bankruptcy or insolvency of the Insured or the Insured's estate will not relieve us of our obligations under this Policy. Bankruptcy or insolvency of any **underlying insurer** will not relieve us of our obligations under this Policy. However, in no event will this Policy replace the **underlying insurance** in the event of bankruptcy or insolvency of any **underlying insurer**. This Policy will apply as if the **underlying insurance** was in full effect.

4. SETTLEMENT OF THE ULTIMATE NET LOSS

No indemnity is payable under this Policy unless the **underlying insurers** have paid or agreed to pay the amounts within the Limits of Insurance of the **underlying insurance** by reason of losses occurring and paid under such **underlying insurance** during the **policy period**; nor until the amount of **ultimate net loss** is finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and us. All losses covered by this Policy shall be due and payable within sixty (60) days after they are respectively claimed and proven in conformity with this Policy.

5. OUR RIGHT TO APPEAL

In the event the Insured or the **underlying insurers** elect not to appeal a judgment in excess of the underlying limits, we may elect to make such appeal at our own costs, and will be liable for the taxable costs and disbursements and interest incidental thereto, but in no event will this provision increase our liability for **ultimate net loss** beyond the applicable Limits of Insurance described in **SECTION III – LIMITS OF INSURANCE**.

6. ASSISTANCE AND COOPERATION

We will assume charge of the settlement or defence of any claim or **action** brought against the Insured only to the extent provided in Paragraph 3. **DEFENCE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS** of **SECTION I – COVERAGE**, but we will have the right and opportunity to associate with an Insured in the defence and control of any other claim or **action** likely to involve coverage under this Policy. In such event, the Insured will fully cooperate and share information with us. We may exercise our right to associate directly or through monitoring counsel. Where we exercise our right to associate, we will pay our own expenses, but we will not be called upon to pay for the Insured's defence except as provided for under Paragraph 3. **DEFENCE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS** of **SECTION I – COVERAGE**.

The Insured shall cooperate with the **underlying insurers** as required by the terms of the **underlying insurance** and comply with all the terms and conditions of such **underlying insurance**. The Insured shall enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured because of **bodily injury, property damage, personal injury, or advertising injury** covered under this Policy or the **underlying insurance**.

7. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to an Insured covering a loss also covered under this insurance, other than insurance that is specifically stated to be in excess of this Policy, the coverage afforded by this insurance will be excess of, and will not contribute with, such other insurance. Except as otherwise stated, this insurance will not be subject to the terms and conditions of any other insurance.

8. PRIOR INSURANCE AND NON-ACCUMULATION OF LIABILITY

If any loss covered under this insurance is also covered in whole or in part under any other excess or umbrella policy issued to an Insured prior to the inception date of this Policy, the Limits of Insurance as described in **SECTION III – LIMITS OF INSURANCE** will be excess of any amounts due to the Insured on account of such loss under such prior insurance.

9. TRANSFER OF DEFENSE

When the **underlying insurance** has been exhausted by reason of losses occurring and paid under such **underlying insurance** during the **policy period**, the duty to defend will be transferred to us. We will cooperate in the transfer of control of any outstanding claims or **actions** to us seeking **compensatory damages** to which this Policy applies and would have been covered by the **underlying insurance** had the applicable limit not been exhausted.

SECTION V – DEFINITIONS

1. **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:
 - 1.1. An arbitration proceeding in which such **compensatory damages** are claimed and to which the Insured must submit or does submit with our consent; or
 - 1.2. Any other alternative dispute resolution proceeding in which such **compensatory damages** are claimed and to which the Insured submits with our consent.
2. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - 2.1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - 2.2. 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**.
3. **Advertising injury** means injury arising out of one or more of the following offences:
 - 3.1. 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
 - 3.2. Oral or written publication, in any manner, of material that violates a person's right of privacy; or
 - 3.3. The use of another's advertising idea in your **advertisement**; or
 - 3.4. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.
4. **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**.
5. **Bodily injury** means bodily or mental injury, sickness, disease, disability or shock sustained by a person, including death resulting at any time.
6. **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.
7. **Coverage territory** means any part of the world.
8. **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.
9. **Employee** includes a **leased worker** and a **temporary worker**.
10. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document or any person designated as an officer by you.

- 11. Expenses** means the reasonable and necessary costs incurred:
- 11.1. For communications, including radio and television announcements and printed advertisements;
 - 11.2. For telephone communications, stationery, envelopes, producing and printing announcements and postage;
 - 11.3. For rental expenses for the shipping of, and additional warehouse space for, **your product**;
 - 11.4. For cost to hire extra personnel or specialists on a temporary basis;
 - 11.5. For overtime pay for regular **employees**;
 - 11.6. By **employees**, including transportation or accommodation;
 - 11.7. For reasonable legal fees incurred by you;
 - 11.8. For destruction of **your product**, if such action is deemed to be absolutely essential; and
 - 11.9. For inspection of the recalled product on the customer's premises or at the nearest appropriate place by you or on your behalf;
- but only when such **expenses** are incurred exclusively for the purpose of recalling or withdrawing **your product**.
- 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;
 - 17.7. A declaration of co-ownership;
 - 17.8. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **compensatory damages** because of **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by you or by those acting on your behalf and provided that such **bodily injury** or **property damage** arises from **your work**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Sub-paragraph 17.8. does not include that part of any contract or agreement:
- 17.8.1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - 17.8.1.1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 17.8.1.2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - 17.8.2. Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render **professional services**, including those listed in sub-paragraph 17.8.1. above and supervisory, inspection, architectural or engineering activities.
- 18. 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**.
- 19. Loading or unloading** means the handling of property:
- 19.1. After it is moved from the place where it is accepted for movement into or onto an aircraft;
 - 19.2. While it is in or on an aircraft; or
 - 19.3. While it is being moved from an aircraft 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 that is not attached to the aircraft.
- 20. Nuclear energy hazard** means the radioactive, toxic, explosive, or other hazardous properties of **radioactive material**.

21. Nuclear facility means:

- 21.1. 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;
 - 21.2. Any equipment or device designed or used for:
 - 21.2.1. Separating the isotopes of plutonium, thorium and uranium or any one or more of them;
 - 21.2.2. Processing or packaging waste;
 - 21.3. 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;
 - 21.4. 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.

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

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

- 23.1. False arrest, detention or imprisonment;
- 23.2. Malicious prosecution;
- 23.3. 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;
- 23.4. 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;
- 23.5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- 23.6. Discrimination, (except in such jurisdictions where by legislation, court decisions or administrative ruling, such insurance is prohibited or held to violate the law or public policy of any such jurisdiction) sustained by any person or persons during the **policy period**.

24. Policy period means each consecutive period of twelve (12) months included in the **policy period** shown in 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.

25. 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.

26. Products-completed operations hazard

- 26.1. 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:
 - 26.1.1. Products that are still in your physical possession; or
 - 26.1.2. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - 26.1.2.1. When all of the work called for in your contract has been completed;
 - 26.1.2.2. 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;
 - 26.1.2.3. 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.
- 26.2. Does not include **bodily injury** or **property damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

27. Professional services means, without limitation:

- 27.1. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection with such service or treatment;
- 27.2. Service or treatment conducive to health;
- 27.3. Professional Services of a pharmacist;
- 27.4. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- 27.5. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
- 27.6. Cosmetic, body piercing, hairdressing, massage, physiotherapy, chiropody, hearing aid, optical or optometric services or treatments;
- 27.7. The preparation or approval of maps, plans, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- 27.8. Supervisory, inspection, architectural, design or engineering services;
- 27.9. 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;
- 27.10. Computer programming or re-programming, consulting, advisory or related services; or
- 27.11. Claim, investigation, adjusting of claims, appraisal, survey or audit services.

28. Property damage means:

- 28.1. 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
- 28.2. 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.

29. 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.

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

31. 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.

32. 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.

33. Ultimate net loss means the total sum, after reduction for collectible non-insurance recoveries and any salvage, that the Insured becomes legally obligated to pay as **compensatory damages** by reason of settlement or judgments or any arbitration or other alternative dispute resolution proceeding entered into with our consent.

34. Underlying insurance means only those policies shown in the Schedule of Underlying Insurance.

35. Underlying insurer means any insurer of the **underlying insurance**.

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

37. Your product

37.1. Means:

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

37.1.1.1. You;

37.1.1.2. Others trading under your name; or

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

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

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 product**; and

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

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

38. Your work

38.1. Means:

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

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

38.2. Includes:

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

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