

UNI-SELECT ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the Forms to which this Endorsement is attached.

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.

This Endorsement is attached to the Edge Complete 4.0 and to the Liability Edge 3.0 forms and is subject to all terms, conditions, limitations and exclusions of such Form.

1. PROPERTY

This endorsement modifies the insurance provided by this Policy under Form EP50 Edge Complete- Level 4.0 Form.

SECTION 3 - INDIVIDUAL EXTENSIONS is amended to include the following Uni-Select Property Extensions:

The following extensions are subject to all terms, conditions, exclusions, stipulations and provisions applicable to the Building and/or Contents - Broad Form (BF02) and the Limit of Insurance specified in this Form.

68. WAIVER OF DEDUCTIBLE FOR A MAJOR LOSS

Except for covered loss or damage caused by earthquakes, sewer back ups, flooding and any other type water damage, the deductible amount stated on the Declaration Page(s) does not apply if the amount of the indemnity is higher than the highest of \$50,000 or 10% of the Limit of Insurance stated on the Declaration Page(s) for **building**, the **contents** or the **property of every description**.

69. KEY AND LOCK REPLACEMENT COVERAGE FOR CUSTOMER'S AUTOMOBILE

The Insurer agrees to pay as a preventive measure, the cost for the replacement or readjustment of vehicle keys or locks in the event of loss or damage caused by an insured peril to a customer's automobile in the care, custody and control of the Insured.

Limit of Insurance

The Insurer shall not be liable for more than \$10,000 for any one occurrence.

2. LIABILITY

Attached to and forming part of the Commercial General Liability Max Form shown on the Declaration Page(s).

2.1. EXTENSIONS OF COVERAGE

In the event that more than one Extension of Coverage applies to the risk insured, only the Extension of Coverage with the highest limit of insurance will apply. In the event a more specific coverage elsewhere in the Policy applies to the risk insured by one of these Extensions of Coverage, only that specific coverage, and not the Extension of Coverage contained in this Form, will apply.

2.1.1. LIMITED POLLUTION LIABILITY COVERAGE ENDORSEMENT

Exclusion 4. **POLLUTION** under **COMMON EXCLUSIONS – COVERAGES A, B, C and D** of **SECTION I - COVERAGES** from the Commercial General Liability Max Form, is deleted and replaced by the following:

This insurance does not apply to:

4. POLLUTION

- 4.1. **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**:
 - 4.1.1. 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:
 - 4.1.1.1. **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;
 - 4.1.1.2. **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;
 - 4.1.1.3. **Bodily injury or property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**; or
 - 4.1.1.4. **Bodily injury or property damage** arising out of an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:
 - 4.1.1.4.1. Results in the injurious presence of **pollutants** in or upon land, the atmosphere, drainage or sewer system, watercourse or body of water; and
 - 4.1.1.4.2. Is detected within 120 hours after the commencement of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
 - 4.1.1.4.3. Is reported to us within 120 hours of the detection of such spill, emission, discharge, dispersal, seepage, leakage, migration, release or escape; and
 - 4.1.1.4.4. Occurs in a quantity or with a quality that is in excess of that which is routine or that is usual to the business of the Insured.
- 4.2. LIMITS OF INSURANCE

- 4.2.1. The most we will pay for the sum of **compensatory damages** under this Extension of Coverage is \$100,000 for any one **occurrence**.
- 4.2.2. The most we will pay under this Extension of Coverage during the **policy period** is \$100,000 in the Aggregate.
- 4.2.3. The Limit of Insurance for this Endorsement is part of, and are not in addition to, the Limit of Insurance shown in the Declaration Page(s) for **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- 4.3. DEDUCTIBLE
 - 4.3.1. Our obligation to pay **compensatory damages** for **bodily injury** or **property damage** and loss, cost or expense for **clean up** under this Extension of Coverage only applies to the amount in excess of 10% of any loss, subject to a minimum deductible of \$1,000, to which this Endorsement applies.
 - 4.3.2. We may pay any part of 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.
- 4.4. DEFINITIONS

For the purposes of this Extension of Coverage:

 - 4.4.1. **Clean up** means testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, decontaminating, stabilizing, remediating, neutralizing or in any way responding to or assessing the effect of **pollutants**.
 - 4.4.2. **Pollution condition** means the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants into or upon real or personal property, land, the atmosphere or water of any description no matter where located or how contained, or into any watercourse, drainage or sewage system.
- 2.1.2. **LEGAL LIABILITY FOR DAMAGE TO CONTENTS OF CUSTOMERS VEHICLES**
 - 2.1.2.1. INSURING AGREEMENT

We will pay those sums that the Insured becomes legally liable to pay as **compensatory damages** because of loss of or damage to contents contained within a customer's automobile while in the care, custody or control of the Insured as a result of being accepted for servicing or repair at the location(s) specified in the Declaration Page(s).
 - 2.1.2.2. LIMIT OF INSURANCE

The most we will pay for the sum of **compensatory damages** under this Extension of Coverage is \$50,000 for any one **occurrence**.
 - 2.1.2.3. DEDUCTIBLE

Our obligation to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of the \$500 deductible for each **occurrence** applicable to this Extension of Coverage.
- 2.1.3. **FAULTY OR IMPROPER WORKMANSHIP**
 - 2.1.3.1. INSURING AGREEMENT

We will pay on behalf of the Insured all sums which the Insured becomes legally obligated to pay as **compensatory damages** for costs incurred for the repair or repetition of work performed by the Insured on any automobile damaged as a result of faulty or improper workmanship.

The Insured agrees to carry out the necessary repair for the price of labour and materials actually paid by the Insured.
 - 2.1.3.2. EXCLUSION

This insurance does not apply to work performed prior to the effective date of this endorsement nor to loss of use of tangible property.
 - 2.1.3.3. LIMIT OF INSURANCE

The most we will pay for the sum of **compensatory damages** under this Extension of Coverage is \$5,000 for any one **occurrence**.
 - 2.1.3.4. DEDUCTIBLE

Our obligation to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of the \$500 deductible for each **occurrence** applicable to this Extension of Coverage.
- 2.1.4. **HOIST COLLISION**
 - 2.1.4.1. INSURING AGREEMENT

We will pay the Insured for damage to a hydraulic or mechanical hoist or to property carried on such hoist caused by accidental collision of the hoist with another object.
 - 2.1.4.2. LIMIT OF INSURANCE
 - 2.1.4.2.1. The most we will pay under this Extension of Coverage is \$100,000 for all damages arising out of any one collision.
 - 2.1.4.2.2. The Limit of Insurance for this Extension of Coverage is part of, and are not in addition to, the Limit of Insurance shown in the Declaration Page(s) for **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
 - 2.1.4.2.3. If more than one hydraulic or mechanical hoist is specified in the Declarations Page(s), the Limit of Insurance is as shown in the Declarations Page(s) for this Extension of Coverage applies to each such hoist insured.
 - 2.1.4.3. EXCLUSIONS

This insurance does not apply to:

 - 2.1.4.3.1. Loss of use of property owned by the Insured;
 - 2.1.4.3.2. **Property damage** resulting directly or indirectly from the breaking, burning out or disrupting of any electrical machine not located within the hoist; or
 - 2.1.4.3.3. **Property damage** resulting directly or indirectly from fire, however caused.

All other terms and conditions of the Policy remain unchanged.