

Motor Carrier General Liability – MC02

Words and phrases that appear in quotation marks have a special meaning as described in Section III – Definitions.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the insurer shown in the Declarations Page (hereinafter called the Insurer) including the statements made in the application and its attachments and subject to all the terms, conditions and limitations of this policy, the Insurer agrees as follows:

SECTION I – COVERAGES

COVERAGE A – “BODILY INJURY”, “PERSONAL INJURY” and “PROPERTY DAMAGE”

This insurance applies only when a Limit of Liability - Each Accident or Occurrence is indicated in the Declarations

1. Insuring Agreement

To pay on behalf of the Insured all sums (including prejudgement interest) that the Insured shall become obligated to pay by reason of the liability imposed by law upon the Insured or assumed by the Insured under “contract”, for “compensatory damages” because of:

- (a) “bodily injury” sustained by any person or persons;
- (b) “personal injury” ;
- (c) “property damage” due to an accident or “occurrence”

during the Policy Period and in the “Coverage Territory”, subject to the limits of liability, exclusions, conditions and other terms contained in this Policy.

2. Limit of Liability

The combined limit of the Insurer's liability under Sub-Section 1(a), 1(b) and 1(c) of the Insuring Agreements of Coverage A shall be the amount stated in the Declarations for this form as Limit of Liability - Each Accident or Occurrence for all “compensatory damages” for any one accident or “occurrence”, or series of accidents or occurrences, resulting from one cause.

3. Exclusions

This insurance does not apply to:

1. “bodily injury” or “property damage” arising out of the ownership, use or operation by or on behalf of the Insured of any “automobile”, but this exclusion will not be construed to apply to liability imposed by law upon the Insured for loss or damage arising from the ownership, 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 from the ownership, use or operation of such mounted or attached machinery or apparatus under any automobile policy.

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”.

2. “bodily injury” or “property damage” arising out of:

- (a) (i) the ownership, maintenance, use, or operation, by or on behalf of the Insured of any aircraft or any air cushion vehicle;

- (ii) the ownership, use, or operation by or on behalf of the Insured of any premises for the purpose of an airport or an aircraft landing area;
 - (iii) all operations that are necessary or incidental to 2(a)(i) or 2(a)(ii) above;
 - (iv) 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.
- (b) 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.

Use includes operation and loading and unloading.

3. (a) "bodily injury" arising out of liability imposed upon the Insured by any Workers' Compensation Plan or Agreement or for any bodily injury to or the illness or death of any employee of the Named Insured while engaged in the business operations of the Insured, other than where an Insured has made contributions to the Workers' Compensation Plan on behalf of an employee and where protection of the Act is denied.

Notwithstanding anything contained to the contrary in this policy, it is hereby understood and agreed that only the corporation or individual actually making the contributions to the Workers' Compensation Plan on behalf of the insured said employee shall be indemnified by the coverage granted herein.

- (b) "bodily injury" caused intentionally by or at the direction of the Insured, unless committed for the purpose of protecting persons or property.

4. "property damage" to

- (a) property:
- (i) owned by the Insured;
 - (ii) occupied by the Insured;
 - (iii) rented to the Insured;
 - (iv) held by the Insured for sale; or
 - (v) entrusted to the Insured for storage or safekeeping.
 - (vi) goods or merchandise of others directly or indirectly in charge of the Named Insured as a motor carrier for transportation or holdover in compliance with the Named Insured's tariffs or bills of lading.
- (b) (i) property while on premises owned by or leased to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured;
- (ii) tools or equipment while being used by the Insured in performing operations;
- (iii) property that is in course of construction by the Insured or property in the custody of the Insured that is to be installed, erected or used in construction by the Insured;
- (iv) that particular part of any property, not on premises owned by or rented to the Insured:
- (A) upon which operations are being performed by or on behalf of the Insured at the time of the "property damage" to such property, arising out of such operations; or
 - (B) out of which any "property damage" arises; or
 - (C) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship on such property by or on behalf of the Insured.

Exclusion 4(b) does not apply to liability under sidetrack agreements covered by this Policy, or the use of elevators or escalators at premises owned, rented or controlled by the Insured, or liability assumed under any easement agreement or agreement required by municipal by-law.

5. "personal injury" :

- (i) caused by the wilful violation of a penal statute or ordinance;
- (ii) arising out of advertising, broadcasting, publishing or telecasting by or in the interest of the Insured.

COVERAGE B - MEDICAL PAYMENTS

1. Insuring Agreement

The Insurer agrees to pay to or for each person who sustains "bodily injury" caused by accident all reasonable medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and funeral services expense incurred within one year from the date of the accident on account of such "bodily injury", provided such "bodily injury":

- (a) occurs on premises the Named Insured owns or rents;
- (b) occurs on ways next to premises the Named Insured owns or rents; or
- (c) arises from operations with respect to which the Named Insured is afforded coverage for "bodily injury" liability under this policy.

2. Limit of Liability

The limit of the Insurer's liability for all medical expenses for "bodily injury" sustained by one person in any one accident shall be \$10,000

3. Exclusions

This insurance does not apply to:

- (a) any portion of medical expense the payment of which is prohibited by law;
- (b) "bodily injury"
 - (i) arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any automobile;
 - (ii) arising out of the ownership, maintenance, use, operation, loading or unloading by or on behalf of the Insured of any watercraft, but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
 - (iii) arising out of the ownership, maintenance, use, operation, loading or unloading by or on behalf of the Insured of:
 - (1) any aircraft; or
 - (2) any air cushion vehicle;
 - (iv) arising out of the ownership, existence, use or operation by or on behalf of the Insured of any premises for the purpose of an airport or aircraft landing strip and all operations necessary or incidental thereto;
- (c) "bodily injury" to
 - i) the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee (except a volunteer worker) of any of the foregoing if the "bodily injury" arises out of and in the course of his employment therewith, or
 - ii) any other tenant if the "bodily injury" occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the "bodily injury" occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant, or
 - iii) any person while engaged in maintenance and repair of the insured premises or alteration, demolition or construction operations at such premises, or
 - iv) any person if any benefits for such bodily injury are payable under any Workmen's Compensation Law, or
 - v) any person practising, instructing or participating in any physical training, sport, athletic activity or contest;

- (d) Any medical expense for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.

4. Conditions

As soon as practicable the injured person or someone on his behalf shall give to the Insurer written proof of claim, under oath if required, and shall, after each request from the Insurer, execute authorization to enable the Insurer to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Insurer when and as often as the Insurer may reasonably require. The Insurer may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Insurer.

COVERAGE C - TENANTS' LEGAL LIABILITY

This insurance applies only when a Tenants' Legal Liability Limit is indicated in the Declarations.

1. Insuring Agreement

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as "compensatory damages" for injury to or destruction, including loss of use, of premises of others (including building fixtures permanently attached thereto) rented to or occupied by the Named Insured, if such injury or destruction is caused by accident occurring during the term of this Policy.

2. Limit of Liability

The Insurer shall not be liable for more than amount(s) stated in the Declarations for this coverage as Limit of Liability - Any One Accident for damage arising out of any one accident.

3. Exclusions

The Insurer shall not be liable for liability assumed by the Insured under "contract" except liability which would attach in the absence of such contract.

COMMON EXCLUSIONS – COVERAGES A, B, and C

This insurance does not apply to:

1. Abuse

- (a) 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".
- (b) 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".
- (c) Claims or actions alleging knowledge by an Insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

"Abuse" means

- a) intentional misconduct or transgression, including corporal punishment, harassment, physical maltreatment, verbal maltreatment and sexual or physical exploitation; or
- b) (when defined as an offence under the Criminal Code of Canada), any actual sexual conduct, actual sexual assault or actual sexual misconduct; out of which:

- i. physical or emotional pain to another arises;
- ii. physical or emotional suffering of another arises;
- iii. impairment of another's physical or mental health or wellbeing arises

2. Asbestos

- (a) "Bodily Injury", "Personal Injury", "Property Damage" or Medical Payments or any other cost, loss or expense incurred by others, resulting from, in consequence of, or arising directly or indirectly from the actual or alleged inhalation of, contact with, exposure to, use of, existence of or presence of asbestos or any material containing asbestos in whatever form or quantity, 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 asbestos or any material containing asbestos;
- (b) any loss, damage, injury, cost or expense arising out of any claim, proceeding, action or suit by or on behalf of a governmental authority or arising out of any order or demand under any legislation or regulation that the insured or others perform, or assume liability for, the following:
 - (i) operations to evaluate or assess the presence or absence of asbestos, its effects or its quantity;
 - (ii) operations to test for, monitor, contain, treat, detoxify, neutralize, identify, clean up, sample, remove, abate, mitigate or dispose of asbestos;
 - (iii) any other actions to respond to situations that involve asbestos.
- (c) any supervision, instructions, recommendations, warnings, or advice given or that should have been given in connection with a. or b. above;
- (d) 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 a., b. or c. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to "Bodily Injury", "Personal Injury" or "Property Damage".

3. Data

under Coverage A Insuring Agreements 1(a) and 1(c) to liability for:

- (a) erasure, destruction, corruption, misappropriation, misinterpretation of "data" ;
- (b) erroneously creating, amending, entering, deleting or using "data";

including any loss of use arising therefrom.

This insurance does not apply under Coverage A Insuring Agreement 1(b) to claims arising out of the distribution or display of "data" by means of an Internet Website, the Internet, an intranet, an extranet or similar device or system designed or intended for electronic communication of "data".

4. Fungi

- a) "Bodily Injury", "Personal Injury" or "Property Damage" or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores"; or
- b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above;
- c) 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 a. or b. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to “Bodily Injury”, “Personal Injury” or “Property Damage”.

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

5. Nuclear

- (a) liability imposed by or arising under the Nuclear Liability Act;
- (b) “bodily injury” or “property damage” with respect to which an Insured under this 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;
- (c) “bodily injury” or “property damage” resulting directly or indirectly from the Nuclear Energy Hazard arising out of:
 - (i) the ownership, maintenance, operation or use of a “nuclear facility” by or on behalf of an Insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of “fissionable substances” or of other “radioactive material” used, distributed, handled or sold by an Insured; except for radioactive isotopes, away from a “nuclear facility”, that have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

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

6. Pollution

- (1) “Bodily injury”, “property damage”, or “personal injury” arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape at any time of “pollutants”:
 - (a) 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 subparagraph does not apply to:
 - (i) “Bodily injury” or “property damage” arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a “hostile fire”;
 - (b) 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;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom the Insured may be legally responsible; or
 - (d) 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 subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a "hostile fire".
- (e) 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) Any fines or penalties assessed against or imposed upon any Insured arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".
- (3) Any loss, cost or expense arising out of any 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"
However, this Section (3) 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.

7. **Terrorism**

"bodily injury", "personal injury", "property damage" arising directly, 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 "bodily injury", "personal injury" or "property damage".

8. **War**

"bodily injury", "personal injury" or "property damage" arising 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 "bodily injury", "personal injury" or "property damage".

DEFENCE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS – COVERAGES A and C

With respect to the insurance afforded by the other terms of this Policy, the Insurer agrees:

- (a) to defend in the name of and on behalf of the Insured, claims, suits or other proceedings that may at any time be instituted against the Insured for any accident or "occurrence" covered by this Policy, although such claims, suits or other proceedings may be groundless, false or fraudulent; or to make settlement of such claims as may be deemed expedient by the Insurer. If the Insurer is prevented by law or otherwise from defending the Insured as specified in the preceding sentence, the Insurer will reimburse the Insured for defence costs and expenses that are incurred with the consent of the Insurer;
- (b) to pay and satisfy all judgements rendered against the Insured and to protect the Insured against any levy of execution arising from such judgements;
- (c) to pay:
 - (i) all expenses incurred by the Insurer for investigation, negotiation and defence of any such claims, suits or proceedings;

- (ii) all costs taxed against the Insured in any such proceeding;
- (iii) all premiums on bonds to release charges or attachments for an amount not in excess of the applicable limit of liability of this Policy and all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;
- (iv) all interest accruing after entry of judgement and up to the date of payment by the Insurer of its share of any judgement;
- (v) for the expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time such "bodily injury" is sustained;
- (vi) for all reasonable expenses incurred at the Insurer's request.

The amounts so incurred, except settlement of claims and suits, are payable by the Insurer in addition to the limit of liability in this Policy.

The Insurer's liability under this Policy, including any obligation to defend, ends when the applicable Limits of Liability stated in the Declarations under this form have been exhausted by payment of settlements or judgements.

SECTION II - WHO IS AN INSURED

"Insured" means:

- (a) The Named Insured as shown in the Declarations;
- (b) Any interest under the management control of the Named Insured and for which the Named Insured is responsible for arranging insurance;
- (c) Any present or former partner, officer, director, employee or shareholder of the Named Insured, while acting on behalf of the Named Insured with respect to "acts performed" on behalf of the Named Insured in that capacity and any partner or former partner with respect to liability arising out of such partnership or former partnership. "Acts performed" shall include failure or omission to act;

The insurance afforded to any employee does not apply:

- (i) to "bodily injury" to (a) the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member of such partnership or joint venture; or (b) any person who at the time of the "bodily injury" is entitled to benefits under any Workers' Compensation Act; or (c) another employee of the Named Insured;
- (ii) to "property damage" to property owned, occupied or used by, rented to or in the care, custody or control of (a) another employee of the Named Insured; or (b) the Named Insured or, if the Named Insured is a partnership or a joint venture, any partner or member.
- (d) Any company created or acquired by the Named Insured provided the Insurer is notified within ninety days of such creation or acquisition.

SECTION III – DEFINITIONS

1. **"Automobile"** means self-propelled motor vehicle, trailer or semi-trailer that is obliged by law to carry a license and to be insured under a contract of automobile liability insurance.
2. **"Bodily Injury"** means bodily or mental injury, sickness, disease, disability, shock, including death resulting at any time and "compensatory damages" for incidental care and loss of services.
3. **"Compensatory Damages"** means damages due or awarded as indemnification for actual injury and

concomitant economic loss. Compensatory Damages does not include punitive or aggravated damages or the multiple portion of any multiplied damage award.

4. **“Contract”** means:

- (a) a warranty of fitness or quality of the Insured's products or a warranty that work performed by or on behalf of the Insured will be done in a workmanlike manner;
- (b) any written contract or written agreement or any oral or verbal contract or agreement that is in the process of being written provided that it is reduced to writing within 90 days of its inception

5. **“Coverage territory”** means:

Canada and the Continental United States of America or upon a vessel plying between ports of those countries.

6. **“Data”** means representations of information or concepts, in any form.

7. **“Explosion”**, as used in General Condition 14, Coverage D, means the explosion of natural gas, coal, manufactured gas or manually portable gas cylinders;

8. **“Fissionable Substance”** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

9. **“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.

10. **“Hostile Fire”** means a fire that becomes uncontrollable or breaks out from where it was intended to be.

11. **“Mobile equipment”** means any of the following types of land vehicles, including any attached machinery or equipment:

- (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (b) Vehicles maintained for use solely on or next to premises the Named Insured owns or rents;
- (c) Vehicles that travel on crawler treads;
- (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- (e) Vehicles not described in (a), (b), (c) or (d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- (f) Vehicles not described in (a), (b), (c) or (d) above maintained primarily for purposes other than the transportation of persons or cargo.

"Mobile equipment" does not include any "automobile".

12. **“Nuclear Energy Hazard”** means the radioactive, toxic, explosive or other hazardous properties of radioactive material.

13. “Nuclear Facility” means:

- (a)** any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- (b)** any equipment or device designed or used for:
 - (i)** separating the isotopes of plutonium, thorium, and uranium or any one or more of them; or
 - (ii)** processing the utilizing spent fuel; or
 - (iii)** handling, processing or packaging waste;
- (c)** any equipment or device used for the processing, fabrication, or alloying of plutonium, thorium and uranium or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d)** any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material; and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations;

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.

14. “Occurrence” (in the singular or the plural) means continuous or repeated exposure to conditions that result in “property damage” neither expected nor intended by the Insured. All “property damage” arising out of a continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

15. “Personal Injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offences:

- (a)** False arrest, detention or imprisonment;
- (b)** Malicious prosecution;
- (c)** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- (d)** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- (e)** Oral or written publication, in any manner, of material that violates a person's right of privacy;

16. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, odour, vapour, soot, fumes, airborne or waterborne particles, acids, alkalis, chemicals, sewage, microorganisms and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.

17. “Property Damage” means physical injury to or physical destruction of or loss of use of tangible property, not otherwise excluded elsewhere in this policy.

18. “Radioactive Material” means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes or other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

19. “Spores” includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.

- 20. "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, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.

GENERAL CONDITIONS

- 1. NOTICE OF CLAIM OR SUIT:** Upon the happening of an accident or "occurrence" that may give rise to a claim under this Policy, the Insured shall give notice of such accident or "occurrence" to the Insurer as soon as practicable after notice has been received by an officer of the Insured. Such notice shall contain all available information pertaining to such accident or "occurrence" that is obtainable at the time. If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every demand, notice, summons or other process received by the Insured or the Insured's representatives.
- 2. ASSISTANCE AND COOPERATION:** The Insured shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- 3. ASSUMPTION OF LIABILITY:** The Insured shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.
- 4. ACTION AGAINST INSURER:** No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Insurer. Every action or proceeding against the Insurer shall be commenced within one year of the date of such judgement or written agreement and not afterwards. The sole venue for coverage legal action related to this Policy shall be a Superior Court in Canada. Nothing contained in this Policy shall give any person or organization any right to join the Insurer as a codefendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations under this Policy.
- 5. OTHER INSURANCE:** The Insurer shall not be liable if at the time of an accident or "occurrence" covered by this Policy there is any other insurance that would have attached if this insurance had not been effected, and this insurance shall specifically exclude losses covered by such other valid insurance. This insurance shall apply only as excess insurance and in no event as contributing insurance and then only after all such other insurance has been exhausted.
The Insurer acknowledges the existence of any Policies arranged to apply in excess of the insurance provided by this Policy and it is agreed that notwithstanding anything contained in this Condition the insurance provided by such excess Policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this Policy is concerned and shall be held to attach and cover only after the insurance under this Policy has been exhausted.
- 6. SUBROGATION:** In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery against any third party except where the amount of settlement exceeds the amount provided in aggregate by this Policy and any other valid and collectible insurance in which case the Insured shall be entitled to all recovery until such excess has been made good to the Insured. The Insured shall execute all papers required and shall do everything necessary within his power to secure such rights.

7. CANCELLATION - TERMINATION:

- (a) This Policy may be terminated;
 - (i) in the event of non-payment of premium by the Named Insured to the Insurer, by the Insurer giving to the Named Insured 15 days written notice of termination by registered mail or 5 days written notice by personal delivery;
 - (ii) except in the event of termination for non-payment of premium, by the Insurer giving to the Named Insured 30 days written notice of termination by registered mail or personal delivery;
 - (iii) by the Named Insured at any time on written request.
- (b) Where the Policy is terminated by the Insurer;
 - (i) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
 - (ii) where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- (c) Where the Policy is terminated by the Named Insured;
 - (i) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, and except in Quebec, subject to the retention of any minimum retained premium, provided by the Policy; or
 - (ii) where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, and except in Quebec, subject to the retention of any minimum retained premium, provided by the Policy.
- (d) Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- (e) Except in Quebec, the 15 days or 30 days mentioned above in this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- (f) In Quebec, the Notice of Cancellation from the Insurer takes effect 15 days or 30 days after receipt by the Insured at the last known address.
- (g) Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- (h) In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include all or any part of any premium paid to the Insurer by an Agent unless actually paid to the Agent by the Insured.

8. **WAIVER:** No notice to any Agent or knowledge possessed by any Agent or by any other person shall be held to effect a waiver or change in any part of this Policy. The terms of this Policy shall not be waived or changed except by endorsement issued to form a part of this Policy.

9. ASSIGNMENT:

No assignment of interest under this Policy shall bind the Insurer until its consent is endorsed thereon; if, however, the "Named Insured" shall die or be adjudged bankrupt or insolvent within the Policy Period, this Policy, unless cancelled, shall, if written notice be given to the Insurer within sixty (60) days after the date of such death or adjudication, cover the "Named Insured's" legal representatives as the "Named Insured".

10. SPECIAL STATUTES: If any condition of this Policy, relating to limitation of time for notice of accident or for instituting legal proceedings, is at variance with any specific statutory provision in the province in which the accident occurs such statutory provision shall be substituted for such condition.

11. CROSS LIABILITY and SEPARATION OF INSURED: The insurance as is afforded by this Policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate Policy had been issued to each Insured. The inclusion under this Policy of more than one Insured shall not operate to increase the limit of liability under this Policy. Any breach of a condition of this Policy by any Insured shall not affect the protection given by this Policy to any other Insured who is not, or was not, a party to such breach of condition.

12. DEDUCTIBLE CLAUSE:

COVERAGE A

The Insured shall pay the amount stated in the Declarations for this form as "Deductible" for each and every claim under Insuring Agreement 1(c) ("Property Damage"). If more than one claim arises or results from a single "occurrence", the deductible amount shall only apply once.

COVERAGE C

The amount stated in the Declarations for this form as "Deductible" shall be deducted from the amount of each claim covered under the terms of this Form and the Insurer shall be liable for loss only in excess of that amount. However, this deductible shall not be applied to claims arising out of the perils of fire, 'explosion', smoke and sprinkler leakage.

The terms of the Policy, including those with respect to notice of accident or "occurrence" and the Insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

The Insurer may pay part of or the entire deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

13. CURRENCY CLAUSE: All Limits of Liability and amounts of insurance in the Declarations are in Canadian currency.

14. COVERAGE CLARIFICATION

Coverage provided by this policy is limited to the trucking operations and coverage only applies to the Insured's activities while acting as a common or contract carrier and shall not extend to any other operations of the Insured. This includes, but is not limited to, erecting, dismantling, cutting or altering in any manner property in the care, custody and control of the Insured.

This limitation also applies to loss arising out of contracting operations, manufacturing operations, farming operations, pilot vehicle operations, visual supervisor (includes supervision of moving rigs, supervision of assembling and disassembling rigs, supervision of loading and unloading of trucks), maintenance of equipment or vehicles, freight forwarding activities or any other business venture (diversified operation) unless reported to and accepted by the Insurer.