

**NON-PROFIT PROTECT**  
**Policy 0112083CPT001**



100 Wellington Street West  
 TD West Tower  
 Suite 2200, P.O. Box 307  
 Toronto, ON M5K 1K2  
 Phone: 416.484.4555  
[www.ecclesiastical.ca](http://www.ecclesiastical.ca)  
[claimsservices@ecclesiastical.ca](mailto:claimsservices@ecclesiastical.ca)

Edvance Christian School Association User Group Program

Named Insured and Postal Address
As per Individual Certificate

Broker Name and Address
Oegema-Nicholson & Associates Insurance Brokers Ltd. 1451 Woodroffe Avenue Ottawa, Ontario K2G 1W1
Broker 1000108

Policy Period							
From	Day	Month	Year	To	Day	Month	Year
	01	09	2023		01	09	2024
12:01am Standard Time at the address of the Insured as stated above							

Premium
<b>As Per Certificate</b>

**POLICY DECLARATIONS**

In consideration of the payment of the premium, insurance is provided subject to the Policy Declarations, Terms and Conditions of the policy and its forms only for the coverages for which specific forms are attached and for which a specific Limit or Amount of Insurance or specific indication of coverage is stated hereunder during the specified policy period.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Ecclesiastical Insurance Office plc's insurance business in Canada.

**IN WITNESS WHEREOF**, the Company has caused this policy to be signed by one of its Directors, but the same shall not be binding upon the Company until countersigned by a duly authorized representative of the Company.

Chief Agent For Canada

Countersigned

\_\_\_\_\_  
 Authorized Representative

**THIS POLICY CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE**

MASTER POLICY

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Form	Version	Coverage
<b>All Sections</b>		
<b>General (applicable to All Sections)</b>		
GA9001	300Jan19	General Policy Section
GA9003	100Sep13	Sixty (60) Day Cancellation Clause
GA9008	101Sep13	Declaration of Emergency Endorsement

<b>Location of Premises:</b>	As per Individual Certificate
<b>Occupancy:</b>	As per Individual Certificate
<b>Loss, if Any, Payable to:</b>	As per Individual Certificate

Form	Version	Coverage	Deductible	Limit or Amount of Insurance	Premium
<b>Liability Section</b>					
LA1001	200Sep13	<b>Liability Coverages</b>			
		Bodily Injury & Property Damage Liability, each Occurrence	Nil	\$2,000,000	As Per Certificate
		General Aggregate Limit		\$2,000,000	
		Products & Completed Operations Aggregate Limit		Not Insured	
		Personal & Advertising Injury Limit		\$2,000,000	
		Medical Payments (per person)		\$10,000 Per Person/\$10,000 Annual Aggregate	
		Tenants Legal Liability (any one premises)	\$1,000	\$500,000	
LA1016	101Sep13	Anti-Stacking of Limits Endorsement			
LA1151	100Oct16	Trampoline Activities Exclusion Endorsement			
LA1177	100Sep19	Products-Completed Operations Hazard Exclusion Endorsement			
LA1107	100Oct13	Liquor Liability Exclusion Endorsement			
LA1180	100Apr20	Pandemic or Epidemic (Liability) Exclusion Endorsement			

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MASTER POLICY

## GENERAL POLICY SECTION

### 1. INSURER

Wherever the words 'Insurer', 'company', 'we', 'our', 'us' appear on the Declarations Page or in the pages attached thereto, they refer to the Ecclesiastical Insurance Office plc'.

### 2. INTERPRETATION

The Declarations, and the sections specified therein as being insured, shall be deemed to be incorporated in and form part of this policy and the expression "this policy" wherever used in this contract shall be read as including the said Declarations and sections. Conditions may be modified or supplemented by the riders or endorsement attached.

### 3. LIBERALIZATION

If, during the period that insurance is in force under this policy, any authorized endorsement or filed rules or regulations affecting it are revised by statute or otherwise so as to broaden the insurance without additional premium charged, such extended or broadened insurance shall inure to the benefit of the Insured hereunder.

### 4. CREDIT FOR EXISTING INSURANCE

Notice is hereby accepted that there may be 'other insurance' on some of the properties insured under this policy and provision for such 'other insurance' will be granted where the Insurer is provided with full details regarding such 'other insurance' and the appropriate limitation of liability is noted.

If at the time of any destruction of or damage to any property hereby insured such 'other insurance' shall be in force or there be any other insurance effected by or on behalf of the Insured covering any of the property destroyed or damaged, the liability of the Insurer hereunder shall be limited to its rateable proportion of such destruction or damage.

### 5. PRECAUTIONS

The Insured shall cause to be taken all reasonable precautions to prevent accidents and illness and shall exercise reasonable care in seeing that all statutory and other obligations and regulations imposed by any authority are duly observed and complied with and shall maintain the premises and all works machinery and plant in sound condition and if any defect be discovered by complaint or otherwise the Insured shall take immediate steps to remedy the same, and in the meantime shall cause such temporary precautions to be taken as the circumstances may require.

### 6. GENERAL INSURING AGREEMENT

In consideration of the premium specified and the statements contained in the Declarations and of the Conditions and Stipulations contained herein and in the documents attached hereto, the Insurer agrees to insure the Insured named in the Declarations to the extent provided by the documents attached, subject to the limit of insurance applying, for the specified Policy Period.

## GENERAL POLICY CONDITIONS

Unless stated otherwise, this Section applies to all sections of this policy except the Non-Owned Automobile Insurance coverage of the Comprehensive General Liability Section.

### A. POLICY CONDITIONS APPLICABLE TO ALL PROVINCES AND TERRITORIES EXCEPT QUEBEC, ALBERTA AND BRITISH COLUMBIA (IBC 4099 - 06.2012)

The following policy conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy (including fire).

#### STATUTORY CONDITIONS

##### 1. MISREPRESENTATION

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

##### 2. PROPERTY OF OTHERS

Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured in such property is stated in the contract.

##### 3. CHANGE OF INTEREST

The Insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy Act (Canada)* or change of title by succession, by operation of law, or by death.

##### 4. MATERIAL CHANGE

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected by the change, unless the change is promptly notified in writing to the Insurer or its local agent. The Insurer, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract.

Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within Fifteen (15) days of the receipt of the notice, pay to the Insurer an additional premium. In default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

##### 5. TERMINATION

(1) This contract may be terminated,

(a) by the Insurer giving to the Insured written notice of termination at least:

(i) Five (5) days before the effective date of termination if personally delivered;

(ii) Fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for non-payment of premium; or

(iii) Thirty (30) days before the effective date of termination if the contract is terminated by registered mail for any other reason.

(b) by the Insured at any time on request.

(2) When this contract is terminated by the Insurer;

(a) the Insurer shall refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, subject to any minimum retained premium specified; and

- (b) the refund shall accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- (3) When this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The Fifteen (15) and Thirty (30) days mentioned in clauses (1) (a) (ii) and (iii) of this condition commence to run on the day following the receipt of the registered letter at the post office to which it is addressed.

#### **6. REQUIREMENTS AFTER LOSS**

- (1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11;
  - (a) immediately give notice of the loss or damage in writing to the Insurer;
  - (b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
    - (i) giving a complete inventory of the lost or damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
    - (ii) stating when and how the loss occurred and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
    - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
    - (iv) showing the amount of other insurances and the names of other Insurers;
    - (v) showing the interest of the Insured and of all others in the property with particulars of all mortgages, liens, encumbrances and other charges upon the property;
    - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
    - (vii) showing the place where the insured property was located at the time of loss or damage;
  - (c) if required, give a complete inventory of undamaged property showing in detail quantities, cost, actual cash value;
  - (d) if required and if practicable, produce accounts, warehouse receipts, stock lists, invoices and other pertinent records, verified by statutory declaration, as well as any relevant contracts or agreements with others.
- (2) The evidence furnished under clauses (1) (c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

#### **7. FRAUD**

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

#### **8. WHO MAY GIVE NOTICE AND PROOF**

In case of absence or inability of the Insured to give notice of loss or make proof of loss, notice of loss may be given and proof of loss may be made by the agent of the Insured. If the Insured fails to give notice immediately, the notice of loss may be given and the proof of loss may be made by a person to whom any part of the insurance money is payable.

#### **9. SALVAGE**

- (1) The Insured, in the event of any loss or damage to any insured property, shall take all reasonable steps to prevent further damage to such property and to prevent damage to other insured property, including, if necessary, removal to a secure location.
- (2) The Insurer shall contribute proportionately, according to the respective interests of the parties, towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subsection (1) of this condition.

#### **10. ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property and to make an estimate of the loss or damage. After the Insured has secured the property, the Insurer has a further right of access and entry sufficient to enable its agents to make appraisal or particular estimate of the loss or damage. The Insurer is not entitled to the control or possession of the insured property. There can be no abandonment of insured property to the Insurer without the Insurer's consent.

#### **11. APPRAISAL**

In the event of disagreement as to the value of the insured property or the value of the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand for one is made in writing and until proof of loss has been delivered.

#### **12. WHEN LOSS PAYABLE**

The loss is payable within Sixty (60) days after completion of the proof of loss, unless the contract provides for a shorter period.

#### **13. REPLACEMENT**

- (1) The Insurer, instead of making payment, may repair, rebuild, or replace the property lost or damaged, giving written notice of its intention to do within Thirty (30) days after receipt of the proof of loss.
- (2) In that event, the Insurer shall commence to repair, rebuild, or replace the property within Forty-Five (45) days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.

#### **14. ACTION**

Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within One (1) year after the loss or damage occurs, unless legislation provides otherwise.

#### **15. NOTICE**

Any written notice to the Insurer may be sent by registered mail nor delivered to the chief agency or any office of the Insurer in Canada. Written notice may be given to the Insured by letter personally delivered to the Insured or by registered mail addressed to the Insured at the Insured's latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

#### **16. CONTRIBUTION**

If on the happening of any loss or damage to property in consequence of which a claim is or may be made under this policy there is in force more than one contract covering the same interest, the liability of the Insurer hereunder shall be limited to its rateable proportion of such claim.

**B. POLICY CONDITIONS APPLICABLE TO ALBERTA AND BRITISH COLUMBIA ONLY (IBC 4098 – 06.2012)**

**STATUTORY CONDITIONS**

**1. MISREPRESENTATION**

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

**2. PROPERTY OF OTHERS**

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless

- (a) otherwise specifically stated in the contract; or
- (b) the interest of the Insured in that property is stated in the contract.

**3. CHANGE OF INTEREST**

The Insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act (Canada)* or a change of title by succession, by operation of law, or by death.

**4. MATERIAL CHANGE IN RISK**

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
  - (a) material to the risk; and
  - (b) within the control and knowledge of the Insured.
- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
  - (a) terminate the contract in accordance with Statutory Condition 5, or
  - (b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within Fifteen (15) days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory condition 5 (2) (a) applies in respect of the unearned portion of the premium.

**5. TERMINATION OF INSURANCE**

- (1) This contract may be terminated:
  - (a) by the Insurer giving to the Insured Fifteen (15) days' notice of termination by registered mail or Five (5) days' written notice of termination personally delivered, or;
  - (b) by the Insured at any time on request.
- (2) If the contract is terminated by the Insurer;
  - (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
  - (b) the refund must accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The Fifteen (15) day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

**6. REQUIREMENTS AFTER LOSS**

- (1) On the happening of any loss of or damage to insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9;
  - (a) immediately give notice in writing to the Insurer;
  - (b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration;
    - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
    - (ii) stating when and how the loss occurred and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
    - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
    - (iv) stating the amount of other insurances and the names of other insurers;
    - (v) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property;
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
    - (vii) stating the place where the insured property was at the time of loss;.
  - (c) if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
  - (d) if required by the Insurer and if practicable,
    - (i) produce books of account and inventory lists;
    - (ii) furnish invoices and other vouchers verified by statutory declaration; and
    - (iv) Furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

**7. FRAUD**

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

**8. WHO MAY GIVE NOTICE AND PROOF**

- Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory condition 6 (1) (b) may be made:
- (a) by the agent of the Insured, if

- (i) the Insured is absent or unable to give the notice or make the proof; and
  - (ii) the absence or inability is satisfactorily accounted for; or
- (b) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (a) of this condition.

**9. SALVAGE**

- (1) In the event of loss or damage to insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition

**10. ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the Insurer has:

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
- (b) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property; and
  - (ii) without the Insurer's consent, there can be no abandonment to it of the insured property.

**11. IN CASE OF DISAGREEMENT**

- (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until:
  - (a) a specific demand is made for it in writing; and
  - (b) the proof of loss has been delivered to the Insurer.

**12. WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within Sixty (60) days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

**13. REPAIR OR REPLACEMENT**

- (1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild, or replace the property lost or damaged, on giving written notice of its intention to do so within Thirty (30) days after receipt of the proof of loss.
- (2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild, or replace the property within Forty-Five (45) days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

**14. NOTICE**

- (1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

**C. To the extent that the Civil Code of the Province of Quebec is applicable to this contract, the following General Conditions apply.**

**GENERAL CONDITIONS (IBC 2009)**

This policy is subject to the Civil Code of the Province of Québec

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

For all coverages except where inapplicable.

**1.1 STATEMENTS**

Representation of risk (Article 2408)

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

**1.2 Material change in risk (Articles 2466 and 2467)**

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within Thirty (30) days of the proposal, the policy ceases to be in force.

**1.3 Misrepresentations or concealment (Articles 2410 and 2411 and 2466)**

Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

**1.4 Warranties (Articles 2412)**

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

## 2. GENERAL PROVISIONS

### 2.1 Insurable interest (Articles 2481 and 2484)

*(Applicable only to property insurance)*

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

### 2.2 Changes (Articles 2405)

The terms of this policy shall not be waived or changed except by endorsement.

### 2.3 Assignment (Articles 2475 and 2476)

This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property.

Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a co-insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining insured, subject to his performing the obligations that were incumbent upon the Insured.

### 2.4 Books and records

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this policy and the Three (3) subsequent years.

### 2.5 Inspection

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.

### 2.6 Currency

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

## 3. LOSSES

### 3.1 Notice of loss (Article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

### 3.2 Information to be provided (Article 2471)

The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

### 3.3 False representation (Article 2472)

Any deceitful representation entails the loss or the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

### 3.4 Intentional Fault (Article 2464)

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

### 3.5 Notice to police (applicable to property insurance only)

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

### 3.6 Safeguarding and examination of property (Article 2495)

*(applicable to property insurance only)*

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable.

The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer.

He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

### 3.7 Admission of liability and co-operation

The Insured shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only: article 2504)

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

### 3.8 Right of action (Article 2502)

*(applicable to liability insurance only)*

The insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss: the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

## 4. COMPENSATION AND SETTLEMENT

### 4.1 Basis of settlement (Articles 2490, 2491, 2493)

*(applicable to property insurance only)*

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of the loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of the insured property.

If the amount of insurance is less than the value of the property the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity, in the event of partial loss.

- 4.2 Pair and set (applicable to property insurance only)  
In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.
- 4.3 Parts (applicable to property insurance only)  
In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.
- 4.4 Fire insurance (Articles 2485 and 2486)  
(applicable to property insurance only)  
In fire insurance, the Insurer is bound to repair any damage which is an immediate consequence of fire or combustion, whatever the cause, including damage to the property during removal or that caused by the means employed to extinguish the fire, subject to the exceptions specified in the policy. The insurer is also liable for the disappearance of insured things during the fire, unless he proves that the disappearance is due to theft which is not covered.  
The Insurer is not liable for damage caused solely by excessive heat from a heating apparatus or by any process involving the applications of heat where there is no fire or commencement of fire but, in an event where there is no fire, the Insurer is liable for damage caused by lightning or the explosion of fuel.  
An insurer who insures a property against fire is not liable for damage due to fires or explosions caused by foreign or civil war, riot or civil disturbance, nuclear explosion, volcanic eruption, earthquake or other cataclysm.
- 4.5 Replacement (Article 2494)  
(applicable to property insurance only)  
Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the insured property. He is then entitled to salvage and may take over the property.
- 4.6 Time of payment (Articles 1591, 2469 and 2473)  
The Insurer shall pay the indemnity within Sixty (60) days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.  
Any outstanding premium may be deducted from the indemnity payable.
- 4.7 Property of others (applicable to property insurance only)  
Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.
- 4.8 Waiver  
Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.
- 4.9 Limitation of actions (Article 2925)  
Every action or proceeding against the Insurer under this policy shall be commenced within Three (3) years from the date the right of action has arisen.
- 4.10 Subrogation (Article 2474)  
Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

## 5. OTHER INSURANCE

- 5.1 Property insurance (Article 2496)  
The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the Insurer or insurers of his choice, each being liable only for the amount he has contracted for.  
No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured.  
Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance
- 5.2 Liability insurance  
The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance, When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:
- Contribution by equal share  
If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss that would be payable if each insurer contributed an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
  - Contribution by limits:  
If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss that the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

## 6. CANCELLATION (Articles 2477 and 2479)

This policy may be cancelled at any time:

- (a) By mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the short term rate for the expired time.
- (b) By the Insurer giving written notice to each Named Insured. Termination takes effect Fifteen (15) days following receipt of such notice by the Insured at his last known address and the Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all of the Named Insureds.

In this Condition, the words "premium actually paid" means the premium actually paid by the Insured to the Insurer or its representative, but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative, by the Insured.



**7. NOTICE**

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address. It is incumbent upon the sender to prove that such notice was received.

**ADDITIONAL POLICY CONDITIONS APPLICABLE IN ALL PROVINCES**

Unless otherwise indicated, the following conditions apply to all Sections of the policy. These Conditions may be varied in the Sections or by endorsements attached to the policy.

**1. TERRITORIAL LIMITATIONS**

This policy, subject to all its terms and conditions, provides coverage only within Canada and the continental United States, except for Personal Injury Liability and Property Damage Liability insurance, for which coverage is afforded anywhere in the world provided that suit for such damages is brought within Canada or the continental United States

**2. NOTICE TO AUTHORITIES**

Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction. If securities are insured under this policy the Insured shall take all reasonable means to prevent their negotiation, sale or retirement in the event of loss thereof.

**3. SUBROGATION**

The Insurer, upon making any payment or assuming liability therefore under this policy, shall be subrogated to all rights of recovery of the Insured against others and may bring action in the name of the Insured to enforce such rights. The Insured shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this policy.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover under this policy.

**4. WAIVER OR CHANGE OF CONDITIONS**

No provision or condition of this policy shall be waived or altered except by endorsement issued to form a part hereof signed by a duly authorized representative of the Insurer.

**5. INSPECTION AND AUDIT**

The Insurer or its duly authorized representative shall be permitted at all reasonable times during the term of this policy, and within a year after expiration, to inspect the Insured's premises and operations and to audit the Insured's books and records as far as they relate to the premium basis or the subject matter of this insurance. The Insurer assumes no responsibility and waives no rights by reason of such inspection or audit or the omission thereof.

**6. WAR RISK EXCLUSION**

This policy does not insure against loss, destruction or damage caused by civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

**7. LOSS CLAUSE (not applicable to Liability Section)**

Any loss under this policy does not reduce the amount of this insurance.

**8. DEDUCTIBLE CLAUSE (not applicable to Liability Section)**

Under the Property Direct Damage and Property Business Income Sections, the Insurer will be liable only for the amount by which the loss or damage under one or both sections exceeds the deductible sum stated in the Declarations in any one occurrence. In the event of a single loss involving two or more separate coverages with deductibles, the largest deductible will apply.

Under all other sections of the policy, the deductible sum specified in the Declarations will be applied separately to each such section

**9. CANADIAN CURRENCY CLAUSE**

All limits of insurance, premiums and other amounts expressed in the policy are in Canadian currency

**10. NO BENEFIT TO BAILEE**

It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other Bailee.

**11. PAIR AND SET**

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of the set.

**12. PARTS**

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for the use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

**13. SUE AND LABOUR**

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expense in connection with the foregoing according to the respective interests of the parties.

**14. BASIS OF SETTLEMENT**

Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

**15. DECLARATIONS**

By acceptance of this policy, the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.

**STANDARD MORTGAGE CLAUSE WHEN APPLICABLE**

**A. APPLICABLE TO ALL PROVINCES EXCEPT QUEBEC: (IBC 3000 5-72)**

**STANDARD MORTGAGE CLAUSE** (approved by The Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

**1. BREACH OF CONDITIONS by MORTGAGOR OWNER or OCCUPANT**

This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force not withstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond Thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

2. RIGHT OF SUBROGATION

Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or owner - no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3. OTHER INSURANCE

If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee -- at law or in equity -- then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

4. WHO MAY GIVE PROOF OF LOSS

In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

5. TERMINATION

The term of this mortgage clause coincides with the term of the policy;

PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

6. FORECLOSURE

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

**B. APPLICABLE TO THE PROVINCE OF QUEBEC (IBC 3000Q - 05-96**

**STANDARD MORTGAGE CLAUSE** (approved by The Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

1. BREACH OF CONDITIONS by MORTGAGOR OWNER or OCCUPANT

This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the Mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

PROVIDED ALWAYS that the Mortgagee shall promptly notify the Insurer (if known) of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it; and that every increase of risk (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such risk existed, according to the established scale of rates for the acceptance of such increased risk, during the continuance of this insurance.

2. RIGHT OF SUBROGATION

Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or Owner - no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3. OTHER INSURANCE

If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

4. WHO MAY GIVE PROOF OF LOSS

In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

5. COVERAGE PERIOD

The term of this Mortgage Clause coincides with the term of the policy;

CANCELLATION OR AMENDMENT

PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Article 2477 of the Civil Code of Québec, but agrees that the Insurer will neither cancel nor amend the policy to the prejudice of the Mortgagee without Fifteen (15) days' notice to the Mortgagee by registered letter.

6. TRANSFER OF TITLE

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

**PRIVACY STATEMENT**

Thank you for choosing Ecclesiastical Insurance Office plc as your insurance provider. As an insurer, we are committed to protecting the privacy of your personal information, which is entrusted upon us by our brokers and customers.

**COLLECTION, USE & DISCLOSURE**

When you purchase insurance from Ecclesiastical, the personal information you share assists your Broker in providing products and services that best meet your needs. We do not sell or otherwise market personal information. Nor do we share information with organizations outside of the Ecclesiastical Insurance Group, who could use it to contact you about their own products or services. By accepting an insurance policy with Ecclesiastical, your consent is implied for our Company to use, in an appropriate manner and we are committed to this end. We may use and disclose information in order to:

- Establish and maintain communication with you
- Assess your application for insurance and pricing of your policy
- Investigate, evaluate and adjudicate claims

- Detect and prevent fraud
- Analyze business results
- Act as required by law
- Service your policy for accounting purposes, e.g.: for our Pre-Authorized Payment Plan
- Obtain and maintain reinsurance

**SAFEGUARD**

Ecclesiastical believes in maintaining safeguards to protect your personal information. Our employees, brokers and suppliers who are granted access to your personal information, understand the need to keep this information confidential and are contractually and legally obligated to do so. They understand that they are to use the information for the intended purpose only. In addition, we strive to protect your personal information while in our possession, by either physical or system means, along with proper processes to protect customer information from unauthorized access or use. Additionally, we will make every reasonable attempt to ensure the information is accurate and up to date.

**PRIVACY CHOICE**

You may at any time withdraw your consent (subject to legal or contractual obligations and on providing reasonable notice) by contacting our Privacy Officer. It is understood however, that by withdrawing your consent, it may prevent us from providing you with the requested product or service. For more information, please visit our website at [www.ecclesiastical.ca](http://www.ecclesiastical.ca) or contact our Privacy Officer at:

Ecclesiastical Insurance Office  
 Box 2004, Suite 2200  
 20 Eglinton Avenue West  
 Toronto, Ontario, M4R 1K8  
 Privacy Officer at (416) 484-4555 Fax (416) 484-6352  
[privacyofficer@eccles-ins.com](mailto:privacyofficer@eccles-ins.com)

**COMPLAINT**

By purchasing our policy, we, at Ecclesiastical, understand the trust that you place with us in providing coverage to fulfill your needs. In return, it is our mandate to ensure that our staff, brokers, adjusters or other service providers you come into contact with, extend to you the same quality of service we have all come to expect. We also believe that we, at Ecclesiastical, must be open to any complaints or issues concerning our customers' needs and address those needs accordingly.

As our policyholder, we assure you that we value any concerns or issues that you may have. While we hope that the standard of service we provide to you is of the highest quality, if at any time you feel that we have not met your expectations; we have in place a Complaint Handling Guideline which may be found on our website at [www.ecclesiastical.ca](http://www.ecclesiastical.ca).

Should you also prefer, you may contact our Ombudsperson directly at:

Complaint Ombudsperson  
 Box 2004, Suite 2200  
 20 Eglinton Avenue West  
 Toronto, Ontario, M4R 1K8  
 Tel: (416) 484-4555 Fax: (416) 484-6352  
 E-mail: [ombudsman@eccles-ins.com](mailto:ombudsman@eccles-ins.com)

**SHORT-RATE CANCELLATION TABLE FOR ANNUAL CONTRACTS**

If you cancel your policy, we will use the table that follows to determine how much of the premium we will retain.

Days in Force	%	Days in Force	%	Days in Force	%	Days in Force	%	Days in Force	%	Days in Force	%
1-3	8	62-65	24	120-122	39	181-184	55	239-242	70	300-303	86
4-7	9	66-69	25	123-126	40	185-188	56	243-245	71	304-307	87
8-11	10	70-73	26	127-130	41	189-192	57	246-249	72	308-311	88
12-15	11	74-76	27	131-134	42	193-195	58	250-253	73	312-315	89
16-19	12	77-80	28	135-138	43	196-199	59	254-257	74	316-318	90
20-23	13	81-84	29	139-142	44	200-203	60	258-261	75	319-322	91
24-26	14	85-88	30	143-146	45	204-207	61	262-265	76	323-326	92
27-30	15	89-92	31	147-149	46	208-211	62	266-268	77	327-330	93
31-34	16	93-96	32	150-153	47	212-215	63	269-272	78	331-334	94
35-38	17	97-99	33	154-157	48	216-219	64	273-276	79	335-338	95
39-42	18	100-103	34	158-161	49	220-222	65	277-280	80	339-341	96
43-46	19	104-107	35	162-165	50	223-226	66	281-284	81	342-345	97
47-49	20	108-111	36	166-169	51	227-230	67	285-288	82	346-349	98
50-53	21	112-115	37	170-172	52	231-234	68	289-292	83	350-353	99
54-57	22	116-119	38	173-176	53	235-238	69	293-296	84	354-365	100
58-61	23			177-180	54			297-299	85		

**CANCELLATION REQUEST**

In consideration of the return of unearned premium, to follow if any, the within policy is hereby cancelled and surrendered, and the interim and renewal certificates, if any, for same, acknowledged to be of no effect.

\_\_\_\_\_  
 Effective Date of Cancellation  
 \_\_\_\_\_  
 Insured

\_\_\_\_\_  
 Time of Cancellation \_\_\_\_\_ a.m. /p.m.  
 \_\_\_\_\_  
 Signature of Mortgagee

## **SIXTY (60) DAY CANCELLATION CLAUSE**

**Subject to the conditions, limitations and exclusions set forth in the policy and wordings and endorsements attached hereto, the following is hereby made part of the policy.**

It is understood and agreed that with respect to General Policy Section, General Policy Conditions, and Statutory Conditions – 5. Termination and General Conditions – 6. Cancellation (Articles 2477 and 2479) Sixty (60) days is substituted for Fifteen (15) days, wherever the latter appears.

It is further agreed that this clause shall not apply when termination by the Insurer is for non-payment of premium.

**Except as otherwise provided in this endorsement, all the terms and conditions of the policy shall have full force and effect.**

**DECLARATION OF EMERGENCY ENDORSEMENT  
EXTENSION OF TERMINATION or EXPIRY DATE**

**This Endorsement Changes The Policy. Please Read It Carefully.**

Subject to the conditions, limitations and exclusions set forth in the policy and wordings and endorsements attached hereto, the following is hereby made part of the policy.

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The "emergency" must have a direct effect or impact on:
  - i) the Insured, the insured site or insured property located in the declared emergency area; or
  - ii) the operations of the Insurer or its agent/broker located in the declared emergency area.
2. A. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
  - i) Thirty (30) days; or
  - ii) the number of days equal to the total time the "emergency" order was in effect.
2. B. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
  - i) Thirty (30) days; or
  - ii) the number of days equal to the total time the "emergency" order was in effect.
3. In no event shall the total term of this extension exceed One Hundred and Twenty (120) consecutive days.

The Insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

**"Emergency"** means the first statutory declaration of an emergency:

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a).

but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

**Except as otherwise provided in this endorsement, all the terms and conditions of the policy shall have full force and effect.**

## COMMERCIAL GENERAL LIABILITY (OCCURRENCE BASIS)

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

Throughout this form, the word "Insured" refers to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under Paragraph 3 of **Section II – Who is an Insured**.

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

The word "Insurer" refers to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V – Definitions**.

### SECTION I – COVERAGES

#### COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "bodily injury" or "property damage" to which this insurance applies. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "bodily injury" or "property damage" to which this insurance does not apply. The Insurer may, at its discretion, investigate any "Occurrence" and settle any claim or "action" that may result. But:

- (1) The amount the Insurer will pay for "compensatory damages" is limited as described in **Section III – Limits Of Insurance**; and
- (2) The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A, B or D** or medical expenses under **Coverage C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – **Coverages A, B and D**.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "Occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no Insured listed under Paragraph 1. of **Section II – Who is An Insured** and no "employee" authorized by the Insured 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.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any Insured listed under Paragraph 1. of **Section II – Who is An Insured** or any "employee" authorized by the Insured 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.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of **Section II – Who is An Insured** or any "employee" authorized by the Insured to give or receive notice of an "Occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to the Insurer or any other insurer;
- (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

##### 2. Exclusions

This insurance does not apply to:

###### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

###### b. Contractual Liability

"Bodily injury" or "property damage" for which the Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":

- (1) That the Insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "Insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "Insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "Insured contract"; and
  - (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.

c. **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.

d. **Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the Insured arising out of and in the course of:
  - (a) Employment by the Insured; or
  - (b) Performing duties related to the conduct of the Insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 2. d. (1) above.

This exclusion applies:

- (i) Whether the Insured may be liable as an employer or in any other capacity; and
- (ii) To any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

This exclusion does not apply to:

- (a) Liability assumed by the Insured under an "Insured contract"; or
- (b) A claim made or an "action" brought by a Canadian resident "employee" 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, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. **Aircraft or Watercraft**

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

- (1) Any aircraft, air cushion vehicle or watercraft owned or operated by or rented or loaned to any Insured; or
- (2) Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises that the Insured owns or rents;
- (2) A watercraft the Insured does not own that is:
  - (a) Less than Eight metres (8m) long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) "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, if the "bodily injury" results from an "Occurrence" involving watercraft.

f. **Automobile**

"Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any "automobile" owned or operated by or rented or loaned to any Insured. Use includes operation and "loading or unloading". 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 applies to any motorized snow vehicle or its trailers and any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

This exclusion applies even if the claims against any Insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "Occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "automobile" that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to:

- (1) "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) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" owned by the Insured while leased to others for a period of Thirty (30) days or more provided the lessee is obligated under contract to ensure that the "automobile" is insured.
- (3) The ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment, but this exception does not apply when such equipment is used for the purpose of "loading or unloading".

g. **Damage To Property**

"Property damage" to:

- (1) Property the Insured owns, rents, or occupies, including any costs or expenses incurred by the Insured, 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) Premises the Insured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to the Insured;
- (4) Personal property in the Insured's care, custody or control;
- (5) That particular part of real property on which the Insured or any contractors or subcontractors working directly or indirectly on the Insured's behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "the Insured's work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "the Insured's work" and were never occupied, rented or held for rental by the Insured.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- h. **Damage To The Insured's Product**  
"Property damage" to "the Insured's product" arising out of it or any part of it.
- i. **Damage To The Insured's Work**  
"Property damage" to "the Insured's work" arising out of it or any part of it and included in the "products-completed operations hazard".  
This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Insured's behalf by a subcontractor.
- j. **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:
  - (1) A defect, deficiency, inadequacy or dangerous condition in "the Insured's product" or "the Insured's work"; or
  - (2) A delay or failure by the Insured or anyone acting on the Insured's 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 "the Insured's product" or "the Insured's work" after it has been put to its intended use.
- k. **Recall of Products, Work or Impaired Property**  
"Compensatory damages" claimed for any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
  - (1) "the Insured's product";
  - (2) "the Insured's work"; or
  - (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.
- l. **"Property Damage" arising out of:**
  - (1) The use of explosives for blasting;
  - (2) Vibration from pile driving or caisson work; or
  - (3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.

This exclusion does not apply:

  - (i) To "property damage" arising out of work performed on behalf of the Insured by any contractor or subcontractor;
  - (ii) To "property damage" included within the "products-completed operations hazards".
- m. **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.
- n. **Personal and Advertising Injury**  
"Bodily injury" arising out of "personal and advertising injury".
- o. **Professional Services**  
"Bodily injury" (other than "incidental medical malpractice injury"), or "property damage" due to the rendering of or failure to render by the Insured or on the Insured's behalf of any "professional services" for others, or any error or omission, malpractice or mistake in providing those services.
- p. **Abuse** – see Common Exclusions
- q. **Asbestos** – see Common Exclusions
- r. **Fungi or Spores** – see Common Exclusions
- s. **Nuclear** – see Common Exclusions
- t. **Pollution** – see Common Exclusions
- u. **Terrorism** – see Common Exclusions
- v. **War Risks** – see Common Exclusions

## COVERAGE B. PERSONAL and ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "personal and advertising injury" to which this insurance applies. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "personal and advertising injury" to which this insurance does not apply. The Insurer may, at the Insurer's discretion, investigate any offense and settle any claim or "action" that may result. But:
  - (1) The amount the Insurer will pay for "compensatory damages" is limited as described in **Section III – Limits Of Insurance**; and
  - (2) The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A, B or D** or medical expenses under **Coverage C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A, B and D**.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of the conduct of the Insured's business but only if the offense was committed in the "coverage territory" during the policy period.



2. **Exclusions**

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**  
"Personal and 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 and advertising injury".
- b. **Material Published With Knowledge Of Falsity**  
"Personal and 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.
- c. **Material Published Prior To Policy Period**  
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**  
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the Insured.
- e. **Contractual Liability**  
"Personal and advertising injury" for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the Insured would have in the absence of the contract or agreement.
- f. **Breach Of Contract**  
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in the Insured's "advertisement".
- g. **Quality Or Performance Of Goods – Failure To Conform To Statements**  
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the Insured's "advertisement".
- h. **Wrong Description Of Prices**  
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in the Insured's "advertisement".
- i. **Infringement Of Copyright, Patent, Trademark or Trade Secret**  
"Personal 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 the Insured's "advertisement", of copyright, trade dress or slogan.
- j. **Insured's In Media and Internet Type Businesses**  
"Personal and advertising injury" committed by an Insured whose business is:
  - (1) Advertising, broadcasting, publishing or telecasting;
  - (2) Designing or determining content of web-sites for others; or
  - (3) An Internet search, access, content or service provider.  
However, this exclusion does not apply to Paragraphs 21. a., b. and c. of "personal and advertising injury" under the Definitions Section.  
  
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the Insured or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
- k. **Electronic Chatrooms or Bulletin Boards**  
"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.
- l. **Unauthorized Use Of Another's Name or Product**  
"Personal and advertising injury" arising out of the unauthorized use of another's name or product in the Insured's e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- m. **Asbestos** – see Common Exclusions
- n. **Fungi or Spores** – see Common Exclusions
- o. **Nuclear** – see Common Exclusions
- p. **Pollution** – see Common Exclusions
- q. **Terrorism** – see Common Exclusions
- r. **War Risks** – see Common Exclusions
- s. **Abuse** – see Common Exclusions

## COVERAGE C. MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. The Insurer will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises the Insured owns or rents;
  - (2) On ways next to premises the Insured owns or rents; or
  - (3) Because of the Insured's operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to the Insurer within one year of the date of the accident; and
- (3) The injured person submits to examination, at the Insurer's expense, by physicians of the Insurer's choice as often as the Insurer reasonably requires.

- b. The Insurer will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in **Section III – Limits of Insurance**. The Insurer will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

The Insurer will not pay expenses for "bodily injury":

a. **Any Insured**

To any Insured, except "volunteer workers".

b. **Hired Person**

To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.

c. **Injury On Normally Occupied Premises**

To a person injured on that part of premises the Insured owns or rents that the person normally occupies.

d. **Workers Compensation and Similar Laws**

To a person, whether or not an "employee" of any Insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

g. **Coverage A Exclusions**

Excluded under **Coverage A**.

h. **Abuse** – see Common Exclusions

## COVERAGE D. TENANTS' LEGAL LIABILITY

### 1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. This insurance applies only to "property damage" to premises of others rented to the Insured or occupied by the Insured. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. The Insurer may, at the Insurer's discretion, investigate any "Occurrence" and settle any claim or "action" that may result. But:
- (1) The amount the Insurer will pay for "compensatory damages" is limited as described in **Section III – Limits Of Insurance**; and
  - (2) The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A, B or D** or medical expenses under **Coverage C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A, B and D**.

- b. This insurance applies to "property damage" only if:

- (1) The "property damage" is caused by an "Occurrence" that takes place in the "coverage territory";
- (2) The "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no Insured listed under Paragraph 1. of **Section II – Who Is An Insured** and no "employee" authorized by the Insured to give or receive notice of an "Occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed Insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any Insured listed under Paragraph 1. of **Section II – Who Is An Insured** or any "employee" authorized by the Insured to give or receive notice of an "Occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.

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

2. **Exclusions**

This insurance does not apply to:

- a. **Expected or Intended Injury**  
"Property damage" expected or intended from the standpoint of the Insured.
- b. **Contractual Liability**  
"Property damage" for which the Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":
  - (1) That the Insured would have in the absence of the contract or agreement; or
  - (2) Assumed in a contract or agreement that is an "Insured contract", provided the "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "Insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be "compensatory damages" because of "property damage", provided:
    - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "Insured contract"; and
    - (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.
- c. **Asbestos** – see Common Exclusions
- d. **Fungi or Spores** – see Common Exclusions
- e. **Nuclear**– see Common Exclusions
- f. **Pollution** – see Common Exclusions
- g. **Terrorism** – see Common Exclusions
- h. **War Risks** – see Common Exclusions
- i. **Abuse** – see Common Exclusions

**COMMON EXCLUSIONS – COVERAGES A, B, C and D**

This insurance does not apply to:

- 1. **Asbestos**  
"Bodily injury", "property damage" or "personal and advertising 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 and advertising injury".
- 2. **Fungi or Spores**
  - a. "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
  - b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
  - 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 the "bodily injury", "property damage" or "personal and advertising injury".
- 3. **Nuclear Energy Liability**
  - a. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
  - b. "Bodily injury", "property damage" or "personal and advertising 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;
  - c. "Bodily injury", "property damage" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from:
    - (1) The ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an Insured;
    - (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";

- (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 contribute concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

#### 4. **Pollution**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape 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" 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;
- (ii) "Bodily injury" or "property damage" for which the Insured may be held liable, if the Insured is a contractor and the owner or lessee of such premises, site or location has been added to the Insured's policy as an additional Insured with respect to the Insurer's 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
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from 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:
- (i) Any Insured; or
- (ii) 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 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 vehicle 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;
- (ii) "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 the Insured or on the Insured's behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from 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 or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Section (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.

#### 5. **Terrorism**

"Bodily injury", "property damage" or "personal and advertising 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 and advertising injury".

#### 6. **War Risks**

"Bodily injury", "property damage" or "personal and advertising 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 and advertising injury".

#### 7. **Abuse**

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part out of:

- 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 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).

## SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

1. The Insurer will pay, with respect to any claim the Insurer investigates or settles, or any "action" against an Insured the Insurer defends:
  - a. All expenses the Insurer incurs.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds.
  - c. All reasonable expenses the Insured incurs at the Insurer's request to assist the Insurer in the investigation or defense of the claim or "action", including actual loss of earnings up to \$250 a day because of time off from work.
  - d. All costs assessed or awarded against the Insurer in the "action".
  - e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If the Insurer defends an Insured against an "action" and an indemnitee of the Insured is also named as a party to the "action", the Insurer will defend that indemnitee if all of the following conditions are met:
  - a. 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";
  - b. This insurance applies to such liability assumed by the Insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "Insured contract";
  - d. The allegations in the "action" and the information the Insurer knows about the "Occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
  - e. The indemnitee and the Insured ask the Insurer to conduct and control the defense of that indemnitee against such "action" and agree that the Insurer can assign the same counsel to defend the Insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with the Insurer in the investigation, settlement or defense of the "action";
      - (b) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "action";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with the Insurer with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides the Insurer with written authorization to:
      - (a) Obtain records and other information related to the "action"; and
      - (b) Conduct and control the defense of the indemnitee in such "action".

So long as the above conditions are met, legal fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of **Section I – Coverage A – Bodily Injury and Property Damage Liability**, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the limits of insurance.

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

- a. The Insurer has used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If the Insured is designated in the Declarations as:
  - a. An individual, the Insured and the Insured's spouse are Insureds, but only with respect to the conduct of a business of which the Insured is the sole owner.
  - b. A partnership, limited liability partnership or joint venture, is an Insured. The Insured's members, the Insured's partners, and their spouses are also Insureds, but only with respect to the conduct of the Insured's business.
  - c. A limited liability company, the Insured is an Insured. The Insured's members are also Insureds, but only with respect to the conduct of the Insured's business. The Insured's managers are Insureds, but only with respect to their duties as the Insured's managers.
  - d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, the Insured is an Insured. The Insured's "executive officers" and directors are Insureds, but only with respect to their duties as the Insured's officers or directors. The Insured's shareholders are also Insureds, but only with respect to their liability as shareholders.
  - e. A trust, the Insured is an Insured. The Insured's trustees are also Insureds, but only with respect to their duties as trustees.
2. Each of the following is also an Insured:
  - a. The Insured's "volunteer workers" only while performing duties related to the conduct of the Insured's business, or the Insured's "employees", other than either the Insured's "executive officers" (if the Insured is an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or the Insured's managers (if the Insured is a limited liability company), but only for acts within the scope of their employment by the Insured or while performing duties related to the conduct of the Insured's business. However, none of these "employees" or "volunteer workers" are Insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
    - (a) To the Insured, to the Insured's partners or members (if the Insured is a partnership, limited liability partnership or joint venture), to the Insured's members (if the Insured is a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of the Insured's business;
    - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
    - (c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs (1)(a) or (b) above;
    - (d) Arising out of his or her providing or failing to provide professional health care services; or
    - (e) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
  - (2) "Property damage" to property:
    - (a) Owned, occupied or used by,
    - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by the Insured, any of the Insured's "employees", "volunteer workers", any partner or member (if the Insured is a partnership, limited liability partnership or joint venture), or any member (if the Insured is a limited liability company).
- b. Any person (other than the Insured's "employee" or "volunteer worker"), or any organization while acting as the Insured's real estate manager.
  - c. Any person or organization having proper temporary custody of the Insured's property if the Insured dies, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until the Insured's legal representative has been appointed.
  - d. The Insured's legal representative if the Insured dies, but only with respect to duties as such. That representative will have all the Insured's rights and duties under this policy.
3. Any organization the Insured newly acquires or forms, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which the Insured maintains ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. coverage under this provision is afforded only until the Ninetieth (90<sup>th</sup>) day after the Insured acquires or forms the organization or the end of the policy period, whichever is earlier;
    - b. **Coverage A** and **D** does not apply to "bodily injury" or "property damage" that occurred before the Insured acquired or formed the organization; and
    - c. **Coverage B** does not apply to "personal and advertising injury" arising out of an offense committed before the Insured acquired or formed the organization.

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

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most the Insurer will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "actions" brought; or
  - c. Persons or organizations making claims or bringing "actions".
2. The General Aggregate Limit is the most the Insurer will pay for the sum of:
  - a. "Compensatory damages" under **Coverage A**, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - b. "Compensatory damages" under **Coverage B**; and
  - c. Medical expenses under **Coverage C**.
3. The Products-Completed Operations Aggregate Limit is the most the Insurer will pay under **Coverage A** for "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most the Insurer will pay for the sum of:
  - a. "Compensatory damages" under **Coverage A**; and
  - b. Medical expenses under **Coverage C** because of all "bodily injury" and "property damage" arising out of any one "Occurrence".
5. Subject to 2. above, the Personal and Advertising Injury Limit is the most the Insurer will pay under **Coverage B** for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.
6. The Tenants' Legal Liability Limit is the most the Insurer will pay under **Coverage D** for "compensatory damages" because of "property damage" to any one premises.
7. Subject to 4. above, the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than Twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than Twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

8. **Deductible**

- a. The Insurer's obligation under Property Damage Liability and Tenants' Legal Liability to pay "compensatory damages" on the Insured's behalf applies only to the amount of "compensatory damages" in excess of any deductible amounts stated in the Declarations as applicable to such coverages, and the limits of insurance applicable to each "Occurrence" for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
- b. The deductible amount applies as follows:
  - 1) Under **Coverage A**: To all "compensatory damages" because of "property damage" as the result of any one "Occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "Occurrence".
  - 2) Under **Coverage D**, Tenants' Legal Liability, to all "compensatory damages" because of "property damage" as the result of any one "Occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "Occurrence".
- c. The terms of this insurance, including those in respect to:
  - 1) The Insurer's right and duty to defend any "action" seeking those "compensatory damages"; and
  - 2) The Insured's duties in the event of an "Occurrence", claim or "action" apply irrespective of the application of the deductible amount.
- d. The Insurer may pay any or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, the Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

1. **Bankruptcy**

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

2. **Canadian Currency Clause**

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

3. **Changes.**

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

4. **Duties In The Event Of Occurrence, Offense, Claim or Action**

- a. The Insured must see to it that the Insurer is notified as soon as practicable of an "Occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "Occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "Occurrence" or offense.
- b. If a claim is made or "action" is brought against any Insured, the Insured must:
  - (1) Immediately record the specifics of the claim or "action" and the date received; and
  - (2) Notify the Insurer as soon as practicable.

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

- c. The Insured and any other involved Insured must:
  - (1) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
  - (2) Authorize the Insurer to obtain records and other information;
  - (3) Cooperate with the Insurer in the investigation or settlement of the claim or defense against the "action"; and
  - (4) Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Insurer's consent.

5. **Examination of the Insured's Books and Records.**

The Insurer may examine and audit the Insured's books and records as they relate to this policy at any time during the policy period and up to Three (3) years afterward.

6. **Inspections and Surveys**

1. The Insurer has the right to:
  - a. Make inspections and surveys at any time;
  - b. Give the Insured reports on the conditions the Insurer finds; and
  - c. Recommends changes.
2. The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

7. **Legal Action Against the Insurer**

No person or organization has a right under this policy:

- a. To join the Insurer as a party or otherwise bring the Insurer into an "action" asking for "compensatory damages" from an Insured; or
- b. To sue the Insurer on this policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured; but the Insurer will not be liable for "compensatory damages" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

8. **Other Insurance**

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers under **Coverages A, B or D** of this policy, The Insurer's obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by the method described in c. below.

b. **Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "the Insured's work";
  - (b) That is Fire insurance for premises rented to the Insured or temporarily occupied by the Insured with permission of the owner;
  - (c) If the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion e. of Section I – Coverage A – Bodily Injury and Property Damage Liability.
- (2) Any other primary insurance available to the Insured covering liability for "compensatory damages" arising out of the premises or operations or products-completed operations for which the Insured has been added as an additional Insured by attachment of an endorsement.

When this insurance is excess, the Insurer will have no duty under **Coverages A, B or D** to defend the Insured against any "action" if any other insurer has a duty to defend the Insured against that "action". If no other insurer defends, the Insurer will undertake to do so, but the Insurer will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only the Insured's share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

The Insurer will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, the Insurer will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, the Insurer will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. **Premium Audit**

- a. The Insurer will compute all premiums for this policy in accordance with the Insurer's rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period the Insurer will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.
- c. The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

10. **Premiums**

The first Named Insured shown in the "Declarations":

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums the Insurer pays.

11. **Representations**

By accepting this policy, the Insured agrees:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations the Insured made to the Insurer; and
- c. The Insurer has issued this policy in reliance upon the Insured's representations.



12. **Separation Of Insureds, Cross Liability**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or "action" is brought.

13. **Termination**

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to the Insurer advance written notice of termination.
- b. The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
  - 1) Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or
  - 2) Thirty (30) days before the effective date of termination if the Insurer terminates for any other reason.

Except in Quebec, if notice is mailed, termination takes effect Fifteen (15) or Thirty (30) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, termination takes effect either Fifteen (15) or Thirty (30) days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.

- c. The Insurer will mail or deliver the Insurer's notice to the first Named Insured's last mailing address known to the Insurer.
- d. The policy period will end on the date termination takes effect.
- e. If this policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if the Insurer has not made or offered a refund.

14. **Transfer of Rights of Recovery Against Others To the Insurer**

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

15. **Transfer Of The Insurer's Rights and Duties Under This Policy**

The Insured's rights and duties under this policy may not be transferred without the Insurer's written consent except in the case of death of an individual Named Insured. If the Insured dies, the Insurer's rights and duties will be transferred to the Insured's legal representative but only while acting within the scope of duties as the Insured's legal representative. Until the Insured's legal representative is appointed, anyone having proper temporary custody of the Insurer's property will have the Insured's rights and duties but only with respect to that property.

**SECTION V – DEFINITIONS**

1. **Abuse** means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.
2. **Action** means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
  - a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the Insured must submit or does submit with the Insurer's consent; or
  - b. Any other alternative dispute resolution proceeding in which such "compensatory damages" is claimed and to which the Insured submits with the Insurer's consent.
3. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the Insured's goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about the Insured's goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
4. **Automobile** means a land motor vehicle, trailer or semi-trailer 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 attached machinery or equipment.
5. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **Compensatory damages** means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. **Coverage territory** means:
  - a. Canada and the United States of America (including its territories and possessions).
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by the Insured in the territory described in a. above;
    - (2) The activities of an Insured person whose home is in the territory described in a. above, but is away for a short time on the Insured's business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement the Insurer agrees to.
8. **Employee** includes a "leased worker" and a "temporary worker".
9. **Executive officer** means a person holding any of the officer positions created by the Insured's charter, constitution, by-laws or any other similar governing document.

10. **Fissionable substance** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
11. **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.
12. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
13. **Impaired property** means tangible property, other than "the Insured's product" or "the Insured's work", that cannot be used or is less useful because:
- It incorporates "the Insured's product" or "the Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - The Insured has failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- The repair, replacement, adjustment or removal of "the Insured's product" or "the Insured's work"; or
  - The Insured fulfilling the terms of the contract or agreement.
14. **Incidental medical malpractice injury** means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:
- Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
  - 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 i) and ii) above.
15. **Insured contract** means:
- 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 the Insured or temporarily occupied by the Insured with permission of the owner is not an "Insured contract";
  - A sidetrack agreement;
  - An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - Any other easement agreement;
  - An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - That part of any other contract or agreement pertaining to the Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Insured assumes 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 the Insured or by those acting on the Insured's behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph g. does not include that part of any contract or agreement:
- That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - 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 (1) above and supervisory, inspection, architectural or engineering activities.
16. **Leased worker** means a person leased to the Insured by a labour leasing firm under an agreement between the Insured and the labour leasing firm, to perform duties related to the conduct of the Insured's business. "Leased worker" does not include a "temporary worker".
17. **Loading or unloading** means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
  - While it is in or on an aircraft, watercraft or "automobile"; or
  - While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
18. **Nuclear energy hazard** means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
19. **Nuclear facility** means:
- 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;
  - Any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or packaging waste;
  - 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 Twenty-Five grams (25gr) of plutonium or uranium 233 or any combination thereof, or more than Two Hundred and Fifty grams (250gr) of uranium 235;
  - 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.
20. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
21. **Personal and advertising injury** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
  - Malicious prosecution;
  - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in the Insured's "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in the Insured's "advertisement".
22. **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.
23. **Products-completed operations hazard:**
- a. Includes all "bodily injury" and "property damage" occurring away from premises the Insured owns or rents and arising out of "the Insured's product" or "the Insured's work" except:
    - (1) Products that are still in the Insured's physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "the Insured's work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in the Insured's contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if the Insured's contract calls for work at more than one job site.
      - (c) 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.
  - b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Insured, and that condition was created by the "loading or unloading" of that vehicle by any Insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
24. **Professional services** shall include but not be limited to:
- a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - b. Any professional service or treatment conducive to health;
  - c. Professional services of a pharmacist;
  - d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
  - f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiroprody, hearing aid, optical or optometrical services or treatments;
  - g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
  - h. Supervisory, inspection, architectural, design or engineering services;
  - i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
  - j. Any computer programming or re-programming, consulting, advisory or related services; or
  - k. Claim, investigation, adjustment, appraisal, survey or audit services.
25. **Property damage** means:
- a. 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
  - b. 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.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
26. **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;
27. **Spores** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
28. **Temporary worker** means a person who is furnished to the Insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
29. **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.
30. **Volunteer worker** means a person who is not the Insured's "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by the Insured, and is not paid a fee, salary or other compensation by the Insured or anyone else for their work performed for the Insured.
31. **The Insured's product:**
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) The Insured;
      - (b) Others trading under the Insured's name; or
      - (c) A person or organization whose business or assets the Insured has acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "the Insured's product"; and
    - (2) The providing of or failure to provide warnings or instructions.

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

32. **The Insured's work:**

a. Means:

- (1) Work or operations performed by the Insured or on the Insured's behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "the Insured's work", and
- (2) The providing of or failure to provide warnings or instructions.

**SECTION VI – DESCRIPTION OF TERMS USED FOR PREMIUM BASES**

- 1) **Area** means the square footage or square meters of the buildings to be insured excluding that portion of the basement used exclusively for storage of that portion of the "premises" used for heating or air conditioning plant purposes.
- 2) **Cost of work** means the total cost of all operations performed for the Insured during the Policy Period by independent contractors, including materials used or delivered for use by whomsoever supplied, except maintenance or ordinary alterations and repairs on premises owned or rented by the Insured
- 3) **Revenue** means the gross amount of money charged for all work or services performed by or on behalf of the Insured or goods and products sold and distributed by the Insured or by others trading under the Insured's name during the Policy Period,
- 4) **Payroll** means the total earnings during the Policy Period for each owner, partner, "executive officer", or "employee". For Employer's Liability, payroll not to exceed Five Thousand dollars (\$5,000.00) for each owner, partner, "executive officer", or "employee" in any one policy year.
- 5) **Cost** means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sublet in connection with each specific project, including the cost of all labour, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the sub contractor, including all fees, allowances bonuses or commissions made, paid or due.
- 6) **Standard Units** means the unit of exposure to which the rates apply, and each article is designated (person, object or event), except liter which is One Thousand litres (1,000l).

## **ANTI-STACKING OF LIMITS ENDORSEMENT**

**This Endorsement Changes The Policy. Please Read It Carefully.**

**Subject to the conditions, limitations and exclusions set forth in the policy and wordings and endorsements attached hereto, the following is hereby made part of the policy.**

**This endorsement modifies insurance provided by Commercial General Liability Form No. LA1001, which forms part of the policy.**

The following is added to Commercial General Liability Form No. LA1001- COMMERCIAL GENERAL LIABILITY CONDITIONS SECTION (IV):

- 16.** If this Coverage Form and any other Coverage Form or policy issued to the Insured by the Insurer, or any company affiliated with the Insurer, apply to the same "Occurrence", "offense", accident, injury, loss or demand, the Insurer's maximum limit of liability under all of the Coverage Forms or policies shall not exceed the limit of liability provided under the one Coverage Form or policy providing the highest applicable limit of liability among all such Coverage Forms or policies. In no event will any limit of liability under this Coverage Form be excess over or added to increase the limit of liability under any other Coverage Form or policy issued to the Insured by the Insurer, or by any company affiliated with the Insurer.

This condition does not apply to any Coverage Form or policy issued to the Insured by the Insurer, or by any company affiliated with the Insurer, which specifically applies as excess insurance over this Coverage Form or policy.

**Except as otherwise provided in this endorsement, all the terms and conditions of the policy shall have full force and effect.**

## Liquor Liability Exclusion Endorsement

### This Endorsement Changes The Policy. Please Read It Carefully.

Subject to the conditions, limitations and exclusions set forth in the policy and wordings and endorsements attached hereto, the following is hereby made part of the policy.

This endorsement modifies insurance provided by Commercial General Liability Coverage Form No. LA1001, which forms part of this policy.

#### SECTION I – COVERAGES

The following Exclusion is added to Section I – Coverages, Coverage A. Bodily Injury And Property Damage Liability:

##### 2. Exclusions

This insurance does not apply to:

##### w. Liquor Liability

"Bodily injury" or "property damage" for which any Insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on the Insured's ~~your~~ premises, for consumption on the Insured's ~~your~~ premises;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that Insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

Except as otherwise provided in this endorsement, all the terms and conditions of the policy shall have full force and effect.

## **TRAMPOLINE ACTIVITIES EXCLUSION ENDORSEMENT**

**This Endorsement Changes The Policy. Please Read It Carefully.**

This endorsement modifies insurance provided by the Commercial General Liability Rider LA1001 which forms part of this policy.

Subject to the conditions, limitations and exclusions set forth in the policy and wordings and endorsements attached hereto, the following is hereby made part of the policy:

It is understood and agreed that **SECTION I – COVERAGES, COVERAGE A BODILY INJURY** and **PROPERTY DAMAGE LIABILITY, Clause 2. Exclusions** are extended to include the following additional exclusion:

### **Trampoline Activities**

This insurance does not apply to "bodily injury" or "property damage" arising out of any trampoline activities, including but not limited to training, teaching, practicing or utilizing a trampoline or similar equipment, including trampoline pits.

However, this exclusion does not apply to any trampoline or similar equipment with a diameter of One metre (Forty (40) inches) or less.

**Except as otherwise provided in this endorsement, all the terms and conditions of the policy shall have full force and effect.**

**PRODUCTS-COMPLETED OPERATIONS HAZARD EXCLUSION ENDORSEMENT  
Edvance User Group Certificate Program**

**This Endorsement Changes The Policy. Please Read It Carefully.**

**Subject to the conditions, limitations and exclusions set forth in the policy and wordings and endorsements attached hereto, the following is hereby made part of the policy.**

**This endorsement modifies insurance provided by Commercial General Liability Form LA1001, which forms part of this policy.**

The following exclusion is added:

This insurance does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard".

This exclusion does not apply to "bodily injury" or "property damage" arising out of the consumption of food or beverages, prepared or served at the premises insured.

**Except as otherwise provided in this endorsement, all the terms and conditions of the policy shall have full force and effect.**



## PANDEMIC OR EPIDEMIC (LIABILITY) EXCLUSION ENDORSEMENT

### COMMERCIAL GENERAL LIABILITY (OCCURRENCE BASIS)

**This Endorsement Modifies The Policy Wording. Please Read It Carefully.**

Subject to the conditions, limitations and exclusions set forth in the policy and wordings and endorsements attached hereto, the following is hereby made part of the policy.

It is agreed that the following additional exclusion is added to the **COMMON EXCLUSIONS – COVERAGES A, B, C and D of SECTION I – COVERAGES** of the **COMMERCIAL GENERAL LIABILITY (OCCURRENCE BASIS)** Form No. LA1001:

#### 8. PANDEMIC OR EPIDEMIC

- A. This policy does not cover any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost (civil or criminal), cost, supplementary payment, charge, sum, expense, or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **“Communicable Disease”** or the fear or threat (whether actual or perceived) of a **“Communicable Disease”** which is a **“Pandemic or Epidemic”**.
- B. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost (civil or criminal), cost, supplementary payment, charge, sum, expense, or any other amount includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - i. for a **“Communicable Disease”**, or
  - ii. any property insured hereunder that is affected by such **“Communicable Disease”**.
- C. As used herein, a **“Communicable Disease”** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite, prion or other organism or any variation thereof, whether deemed living or not, and
  - ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - iii. the disease, substance or agent can cause or threaten bodily injury, illness or emotional distress, damage to human health or welfare or animal health or welfare or property damage
- D. As used herein, a **“Pandemic or Epidemic”** means any **“Communicable Disease”** which the World Health Organization (**“WHO”**) (or any successor organization to the WHO) or any Canadian federal, provincial or territorial government or governmental authority, agency, body or official, as applicable:
  - i. recognizes or designates as a pandemic or epidemic, or
  - ii. in respect of which, orders or declares a public welfare emergency, public health emergency or other emergency or state of emergency,.
- E. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

**In the event that the language of this Pandemic or Epidemic (Liability) Exclusion Endorsement conflicts or contradicts with any term or condition elsewhere in the policy, this endorsement shall prevail over such conflict or contradiction.**

**Except as otherwise provided in this endorsement, all the terms and conditions of the policy shall have full force and effect.**