

COMMERCIAL GENERAL LIABILITY POLICY (OCCURRENCE FORM)

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 policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to "Definitions" on the Divider page.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This insurance applies only when an Each Occurrence Limit is stated in the Declarations.

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies. 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. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action seeking those compensatory damages but:
 - 1) The amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2) We may investigate and settle any claim or "action" at our discretion; and
 - 3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.
- b. 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".
- c. "property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions.

This insurance does not apply to:

- a. "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. "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) Assumed in a contract or agreement that is an "insured contract"; or
 - 2) That the insured would have in the absence of the contract or agreement.
- c. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- d. "Bodily injury" to an employee of the insured arising out of and in the course of employment by the insured.

This exclusion applies:

 - 1) Whether the insured may be liable as an employer or in any other capacity; and
 - 2) 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:

- 1) To liability assumed by the insured under an "insured contract"; or
 - 2) To employees on whose behalf contributions are made by or required to be made by the insured under the provisions of any workers compensation law.
- e. 1) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any insured of:
- a) Any "automobile";
 - b) Any motorized snow vehicle or its trailers;
 - c) 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; or
 - d) Any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to 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.
- 2) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.

This Exclusion e. does not apply to "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 workers compensation law.

- f. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any insured of any watercraft.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
 - 2) A watercraft you do not own that is:
 - a) Less than 8 metres 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 workers compensation law.
- g. 1) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any insured of:
- a) Any aircraft; or
 - b) Any air cushion vehicle.
- 2) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- h. "Property damage" to:
- 1) Property you own, rent, or occupy;
 - 2) Premises you sell or give away or abandon, if the "property damage" arises out of any part of those premises;
 - 3) Property loaned to you;
 - 4) Personal property in your care, custody or control;
 - 5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is 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 "your work" was incorrectly performed on it.

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

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".

- i. "Property damage" to "your product" arising out of it or any part of it.

- j. "Property damage" to "your 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 your behalf by a subcontractor.
- k. "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 "your product" or "your work"; or
 - 2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.
- l. Any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- 1) "Your product";
 - 2) "Your 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.
- m. "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:
- 1) To "property damage" arising out of work performed on your behalf by any contractor or subcontractor; or
 - 2) To "property damage" included within the "products-completed operations hazard".
- n. "Bodily injury", "property damage" or "personal injury" arising out of:
- 1) The rendering or failure to render:
 - a) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
 - b) Any health service or treatment; or
 - c) Any cosmetic or tonsorial service or treatment.
 - 2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - 3) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures;
 - 4) The rendering or failure to render professional services in the practice of optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
 - 5) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
 - 6) The rendering or failure to render professional architectural or engineering services including supervisory or inspection services connected therewith;
 - 7) The rendering or failure to render accountant's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, stock broker's, financial planner's, financial institutions, consultant's, counsellor's, arbitrator's, mediator's professional advices or activities.
- Paragraphs 1(a) and 1(b) of this exclusion do not apply to "bodily injury" arising from the rendering of emergency first-aid treatment by a person who is not engaged in the business or occupation of medical, surgical, dental, x-ray or nursing services or treatment.
- o. "Bodily injury" or "property damage" arising out of a "pollution condition".
- p. Nuclear Liability - See common exclusion 1
- q. War Risks - See common exclusion 2
- r. Misinterpretation of Date - See common exclusion 3 herein.
- s. Sexual Misconduct - see common exclusion 4 herein.
- t. Fungi and Fungal Derivative – see common exclusion 5 herein.
- u. Asbestos – see common exclusion 6 herein.
- v. Terrorism – see common exclusion 7 herein.

COVERAGE B. PERSONAL INJURY LIABILITY

This insurance applies only when a Personal Injury Limit is stated in the Declarations.

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of "personal injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS-COVERAGES A, B AND D. We will have the right and duty to defend any "action" seeking those compensatory damages but:
 - 1) The amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2) We may investigate and settle any claim or "action" at our discretion; and
 - 3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.
- b. This insurance applies to "personal injury" only if caused by an offence:
 - 1) Committed in the "coverage territory" during the policy period; and
 - 2) Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

2. Exclusions.

This insurance does not apply to:

"Personal injury":

- a. Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- c. Arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the insured;
- d. 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;
- e. Arising out of the rendering or failing to render the services or treatments described in Exclusion "n" of Section 1;
- f. Sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Named Insured;
- g. Misinterpretation of Date - see common exclusion 3 herein; or
- h. Arising out of a "pollution condition".

COVERAGE C. MEDICAL PAYMENTS

This insurance applies only when a Medical Expense Limit is stated in the Declarations.

1. Insuring Agreement.

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - 1) On premises you own or rent;
 - 2) On ways next to premises you own or rent; or
 - 3) Because of your operations;provided that
 - a) The accident takes place in the "coverage territory" and during the policy period;
 - b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - 1) First aid 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.

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.

- d. To a person, whether or not an employee of any insured, who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. The payment of which is prohibited by law.
- g. Included within the "products-completed operations hazard".
- h. Excluded under Coverage A.
- i. Arising out of a "pollution condition".
- j. Nuclear Liability - see common exclusion 1.
- k. War Risks - see common exclusion 2.
- l. Misinterpretation of Date - see common exclusion 3 herein.

COVERAGE D. TENANTS' LEGAL LIABILITY

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

1. Insuring Agreement.

We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of "property damage" to which this insurance applies. 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. This insurance applies only to "property damage" caused by fire, explosion, smoke or leakage from fire protective equipment to premises rented to you or occupied by you. This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking those compensatory damages but:

- a. The amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
- b. We may investigate and settle any claim or "action" at our discretion; and
- c. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

If the declarations indicate that Tenants Legal Liability BROAD FORM Coverage is applicable, the sentence "This insurance applies only to "property damage" caused by fire, explosion, smoke or leakage from fire protective equipment to premises rented to you or occupied by you." in the above insuring agreement is deleted and replaced with the following sentence:

"This insurance applies only to "property damage" to premises rented to you or occupied by you."

2. Exclusions

This insurance does not apply to:

- a. "Property damage" expected or intended from the standpoint of the insured.
- b. "Property damage" for which the insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the insured would have in the absence of the contract or agreement.
- c. "Property damage" arising out of a "pollution condition". For the purpose of Coverage D only, the definition of "pollutants" shall not include smoke.
- d. Nuclear Energy Liability-See common exclusion 1.
- e. War Risks-See common exclusion 2.
- f. Misinterpretation of Date - See common exclusion 3 herein.

COMMON EXCLUSIONS - COVERAGES A, B, C AND D.

(Applicable to this rider (see divider for other common exclusions))

This insurance does not apply to:

3. Misinterpretation of Date

This insurance does not apply to "bodily injury", "property damage" or "personal injury" arising out of the failure of any:

- a. electronic data processing equipment or other equipment, including micro-chips embedded therein;
- b. computer program;
- c. software;
- d. media;
- e. data;
- f. memory storage system;
- g. memory storage device;

- h. real time clock;
 - i. date calculator; or
 - j. any other related component, system, process or device,
- to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming.

4. Sexual Misconduct

The following types of action: abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological or emotional abuse or molestation, caused directly or indirectly, by:

- a. any person or any Named Insured who is insured by this policy;
- b. any person or any Named Insured who is insured by this policy having knowledge of such an activity taking place;
- c. any person or any Named Insured who is insured by this policy failing to prevent such an activity from taking place;
- d. at the direction of any person or any Named Insured who is insured by this policy;
- e. any person who is an employee, volunteer or invitee of any person insured by this policy.

Any claim or action for negligence, vicarious liability, occupiers liability, fiduciary duty, breach of trust, abuse of authority, or any other obligation of an insured arising from:

- a. employment, including failure to adequately or properly investigate the prior employment history of,
- b. supervision of,
- c. continuing employment of,
- d. failure to report to the proper authorities where allegations of abuse or molestation have been made against

any person involved with or subject to allegations of any conduct as described in the first part above.

There is no duty to defend or indemnify or pay costs of providing a defence to any claim or action against an insured for causes set out above.

5. Fungi and Fungal Derivatives

This insurance shall not apply to:

- a. "bodily injury", "property damage", "personal injury", or medical payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores"; or
- b. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; 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 the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

For the purpose of this rider, the following definitions are added:

"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.

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

6. Asbestos

This insurance shall not apply to and does not cover any "ultimate net loss" 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 whether or not there are one or more other causes (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage, cost, or expense.

7. Terrorism

This insurance shall not apply to "bodily injury", "property damage" or "personal injury" arising directly or indirectly, in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal injury".

For the purpose of this rider, the following definition is added: "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.

SUPPLEMENTARY PAYMENTS-COVERAGES A,B AND D

We will pay, with respect to any claim or "action" we defend:

- a. All expenses we incur.
- b. The costs of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defence of the claim or "action" including actual loss of earnings up to \$100. a day because of time off from work.
- d. All costs taxed against the insured in the "action", and any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- d. A charitable, educational or religious institution, you are an insured. Your trustees or members of boards of governors are insureds, but only while acting within the scope of their duties as such on your behalf. Your members are also insureds, but only with respect to their liability for your activities or activities they perform on your behalf.

2. Each of the following is also an insured:

- a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:
 - 1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or
 - 2) "Bodily injury" or "personal injury" 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; or
 - 3) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - 4) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
- b. Any person (other than your employee), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - 1) With respect to liability arising out of the maintenance or use of that property; and
 - 2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be 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 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverages A and D do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance stated in the Declarations and the rules below fix the most we 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 Aggregate Limit is the most we will pay for the sum of:
 - a. All compensatory damages under Coverage A arising out of the "products – completed operations hazard"; and
 - b. All compensatory damages under Coverage B.
3. Subject to 2. above, the Each Occurrence Limit is the most we 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".
All compensatory damages arising out of one lot of goods or products prepared or acquired by you, or by another trading under your name, shall be considered as arising out of one "occurrence".
4. Subject to 3. above, the Personal Injury Limit is the most we will pay under Coverage B for the sum of all compensatory damages because of all "personal injury" sustained by any one person or organization.
5. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for compensatory damages because of "property damage" to any one premises.
6. Subject to 3. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Aggregate Limit of this policy applies separately to each consecutive annual period and to any remaining period of less than 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 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit.