

# **COMMERCIAL GENERAL LIABILITY FORM (OCCURRENCE BASIS)**

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

Throughout this form the words "you" and "your" refer to the Named Insured shown on the Declaration Page of your policy. The words "we", "us" and "our" refer to the Insurer 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.

In return for the payment of the premium, and subject to all the terms of this form we agree with you to provide insurance as stated in this form.

## **SECTION I - COVERAGES**

### **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

#### **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 an "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 judgements 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 that is:
  - a) Less than 8 metres long; and
  - b) in/outboard motor of not more than 10h.p., and
  - c) 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, 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, 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.

- I. 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" or "property damage" due to the rendering or failure to render any professional services by you or for you.

- o. Pollution Liability - See Common Exclusions.

- p. Nuclear Liability - See Common Exclusions.

- q. War Risks - See Common Exclusions.

## **COVERAGE B. PERSONAL INJURY LIABILITY**

### **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 ends when we have used up the applicable limit of insurance in the payment of judgements 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; or
- 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.

## **COVERAGE C. MEDICAL PAYMENTS**

### **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:

- 1) The accident takes place in the "coverage territory" and during the policy period;
  - 2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - 3) 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.

## **COVERAGE D. TENANTS' LEGAL LIABILITY**

### **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" 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 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 judgements or settlements under Coverage A, B or D or medical expenses under Coverage C.

### **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 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" for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.
- (d) Pollution Liability - see Common Exclusions.
- (e) Nuclear Energy Liability - see Common Exclusions.
- (f) War Risks - see Common Exclusions.
- (g) Professional Liability – See Common Exclusions.

## **COMMON EXCLUSIONS - COVERAGES A, C AND D**

This insurance does not apply to:

### **1. Pollution Liability**

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
  - 1) At or from premises owned, rented or occupied by an Insured;
  - 2) At or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing or treatment of waste;
  - 3) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or organization for whom the Insured may be legally responsible; or
  - 4) At or from any site or location on which an Insured or any contractors or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
    - a) if the pollutants are brought on or to the site or location in connection with such operations; or
    - b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
- b. Any loss, cost, or expense arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Sub-paragraphs 1) and 4) a) of paragraph a. of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

### **2. Nuclear Energy Liability**

- a. Liability imposed by or arising under the Nuclear Liability Act;
- b. "Bodily injury" or "property damage" with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other Insurer or group or pool of Insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;
- c. "Bodily injury" or "property damage" resulting directly or indirectly from the nuclear energy hazard arising 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 a 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 usable

for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this form:

- a. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- b. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- c. The term "nuclear facility" means:
  - 1) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - 2) 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 utilizing spent fuel, or (iii) handling, processing or packaging waste;
  - 3) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - 4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- d. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

### **3. War Risks**

"Bodily injury" or "property damage" due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

### **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D**

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

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. 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.
4. All costs taxed against the Insured in the "action" and any interest accruing after entry of judgement upon that part of the judgement which is within the application limit of insurance.

These payments will not reduce the limits of insurance.

### **SECTION II - WHO IS AN INSURED**

1. If you are designated on the Declaration Page 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 a 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.
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 on the Declaration Page of your Policy.

### **SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown on the Declaration Page 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. Subject to 3. below, 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".
3. Under Coverage A, the Aggregate Limit is the most we will pay for the sum of all compensatory damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. 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 2. 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 limits of this form apply 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 on the Declaration Page of your policy 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 Limits of Insurance.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy.**

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our 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. Cancellation.**

This policy may be cancelled by the Insured named on the Declaration Page or the Insurer in accordance with the provisions of the Termination of Insurance clause set out in the General Provisions of this policy.

**4. Changes.**

This form contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown on the Declaration Page of your Policy is authorized to make changes in the terms of this form with our consent. This form's terms can be amended or waived only by endorsement issued by us and made a part of this form.

**5. Duties in the Event of Occurrence, Claim or Action.**

- a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
  - 1) How, when and where the "occurrence" took place; and

- 2) The names and addresses of any injured persons and of witnesses.
- b. If a claim is made or "action" is brought against any Insured, you must see to it that we receive prompt written notice of the claim or "action".
- c. You and any other involved Insured must:
  - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
  - 2) Authorize us to obtain records and other information;
  - 3) Cooperate with us in the investigation, settlement or defence of a claim or "action"; and
  - 4) Assist us, upon our 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 Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **6. Examination of Your Books and Records.**

We may examine and audit your books and records as they relate to this form at any time during the policy period and up to three years afterward.

#### **7. Inspections and Surveys.**

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend any changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### **8. Legal Action Against Us.**

No person or organization has a right under this form:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but we will not be liable for compensatory damages that are not payable under the terms of this form 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. Every "action" or proceeding against us shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this policy is

governed by the law of Quebec every action or proceeding against us shall be commenced within three years from the time the right of action arises.

## **9. Other Insurance.**

If other valid and collectible insurance is available to the Insured for a loss we cover under Coverages A, B or D of this form, our obligations are limited as follows:

### **a. Primary Insurance**

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

### **b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- 1) That is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work" or for premises rented to you; or
- 2) If the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion f. of Coverage A (Section I).

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

When this insurance is excess over other insurance, we will pay only our 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.

We 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 on the Declaration Page.

### **c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we 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, we 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.

## **10. Premium Audit.**

- a. We will compute all premiums for this form in accordance with our rules and rates.
- b. Premium shown on the Declaration Page as total premium is a deposit premium only. At the close of each audit period we 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 total and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum premium shown on the Declaration Page.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### **11. Premiums.**

The first Named Insured shown on the Declaration Page of your Policy:

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

#### **12. Representations.**

By accepting this Policy, you agree:

- a. The statements on the Declaration Page of your Policy are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this form in reliance upon your representations.

#### **13. Separation of Insureds, Cross Liability.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned 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.

#### **14. Transfer of Rights of Recovery Against Others to Us.**

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

#### **15. Transfer of your Rights and Duties Under this Form.**

Your rights and duties under this form may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

### **SECTION V - DEFINITIONS**

1. "Action" means a civil proceeding in which compensatory damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
2. "Automobile" means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means worldwide, with suits to be brought in Canada only.
5. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfil the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
6. "Insured contract" means:
- a. A lease of premises;
  - b. A sidetrack agreement;
  - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - d. Any other easement agreement;
  - e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
  - f. An elevator maintenance agreement; or
  - g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay compensatory damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- An "Insured contract" does not include that part of any contract or agreement:
- a. That indemnifies an architect, engineer or surveyor for injury or damages arising out of:
    - 1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - 2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
  - b. Under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in 1) above and supervisory, inspection or engineering services.
7. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
8. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offences:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
9. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- 1) Products that are still in your physical possession; or
  - 2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- 1) When all of the work called for in your contract has been completed.
  - 2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - 3) When that part of 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.

- c. This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

10. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property; or
- b. Loss of use of tangible property that is not physically injured.

11. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - 1) You;
  - 2) Others trading under your name; or
  - 3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of the items included in a. and b. above.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

12. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

13. Wherever used in this form the term "Named Insured" means the Insured named on the Declaration Page of the policy to which this form is attached.

**CGL DND F CGL 4605 - NON - OWNED AUTOMOBILE INSURANCE (S.P.F.  
NO. 6) (6-91)**

FORM NO. CGL 4605 (6-91)

NON - OWNED AUTOMOBILE INSURANCE (S.P.F. NO. 6)

**INSURING AGREEMENT**

In consideration of the payment of the premium and of the statements contained in the application on file with the insurer and subject to the limits, terms, conditions, provisions, definitions, and exclusions hereinstated.

**SECTION A - THIRD PARTY LIABILITY**

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part or licensed in the name of the Insured and resulting from

**BODILY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:**

provided always the Insurer shall not be liable under this policy:

(a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or

(b) for any liability imposed upon any person insured by this policy:

(1) by any workers compensation law; or

(2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

(c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement, but this exclusion does not apply to that part of any contract or agreement pertaining to the business of the Insured under which the Insured assumes tort liability of another to pay compensatory damages because of bodily injury or property damage to a third person or organization, if the contract or agreement is made prior to the bodily injury or property damage. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

(d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or

(e) for any amount in excess of the limit stated in the Declarations, and expenditures provided for in the Supplementary Payments of this policy; subject always to the provisions of the section of The Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

Paragraph (b) of this section is not applicable in the Province of Ontario.

**LIMIT OF INSURANCE**

The limit stated in the Declarations for Non-Owned Automobile is the maximum the Insurer will pay (exclusive of interest and costs) for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property from any one accident (regardless of the number of claims arising).

**ADDITIONAL AGREEMENTS OF INSURER**

Where indemnity is provided by this policy, the Insurer further agrees:

(1) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and

(2) to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and

(3) to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and

(4) in case the injury be to a person, reimburse any insured by this policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and

(5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in the Declarations; and

(6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

#### AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured by this policy

(a) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;

(b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

#### GENERAL PROVISIONS AND DEFINITIONS

##### 1. Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the insured stated in Declarations, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured Person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional Insured Person, or (b) any automobile hired or leased in the name of the Insured except any automobile owned in whole or in part or licensed in the name of such additional insured person.

##### 2. Territory

This Policy applies only to the use of or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of these countries.

##### 3. Hired Automobiles Defined

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, for periods not exceeding 30 days, used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

##### 4. Automobiles Operated under Contract Defined

The term "automobiles operated under contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in the Declarations where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

##### 5. Two or more Automobiles

When two or more automobiles are insured hereunder the terms of this Policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of insurance.

##### 6. Premium Adjustment

An estimated premium for this form has been used as a factor in the computation of the provisional premium for this Policy. The actual premium for the insurance afforded by this form determined in accordance with the insurer's rules, rates, rating plans, premium and minimum premiums applicable to this insurance, shall be included as a factor in the computation of the earned premium for this policy.

##### 7. Representation

Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured willfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.

#### STATUTORY CONDITIONS

##### Material Change in Risk

1. (1) The insured named in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.

(2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include;

(a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceeding under the Bankruptcy Act (Canada);

and in respect of insurance against loss of or damage to the automobile,

- (b) any mortgage, lien or encumbrance affecting the automobile after the application for the contract;
- (c) any other insurance of the same interest, whether valid or not covering loss or damage insured by this contract or any portion thereof.

NOTE: In Prince Edward Island Statutory Condition 1, subconditions 2 and 3 are identical with the above quoted Statutory Condition relating to material change in risk.

#### Prohibited Use by Insured

2. (1) The insured shall not drive or operate the automobile,
- (a) unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or
  - (b) while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
  - (c) while he is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
  - (d) for any illicit or prohibited trade or transportation; or
  - (e) in any race or speed test.

#### Prohibited Use by Others

- (2) The insured shall not permit, suffer, allow or connive at the use of the automobile,
- (a) by any person,
    - (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
    - (ii) while that person is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
  - (b) by any person who is a member of the household of the Insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
  - (c) for any illicit or prohibited trade or transportation; or
  - (d) in any race or speed test.

#### Requirements Where Loss or Damage to Persons or Property

3. (1) The insured shall,
- (a) promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;
  - (b) verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and
  - (c) forward immediately to the Insurer every letter, document, advice or writ received by him from or on behalf of the claimant.
- (2) The insured shall not,
- (a) voluntarily assume any liability or settle any claim except at his own cost, or
  - (b) interfere in any negotiations for settlement or in any legal proceeding.
- (3) The insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or in the prosecution of any appeal.

#### Requirements Where Loss or Damage to Automobile

4. (1) Where loss of or damage to the automobile occurs, the insured shall, if the loss or damage is covered by this contract,
- (a) promptly give notice thereof in writing to the Insurer with the fullest of information obtainable at the time;
  - (b) at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and
  - (c) deliver to the Insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.
- (2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subcondition 1 of this condition is not recoverable under this contract.

(3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed

(a) without the written consent of the Insurer; or

(b) until the Insurer has had a reasonable time to make the examination for which provision is made in Statutory Condition 5.

#### Examination of Insured

(4) The Insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.

#### Insurer Liable for Cash Value of Automobile

(5) The Insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

#### Repair or Replacement

(6) Except where an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality if, within seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.

#### No Abandonment; Salvage

(7) There shall be no abandonment of the automobile to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the Insurer.

#### In Case of Disagreement

(8) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by the appraisal as provided under The Insurance Act (in Newfoundland, The Insurance Contracts Act) before there can be 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 therefor is made in writing and until after a proof of loss has been delivered.

#### Inspection of Automobile

5. The insured shall permit the Insurer at all reasonable times to inspect the automobile and its equipment.

#### Time and Manner of Payment of Insurance Money

6. (1) The Insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under subcondition (8) of Statutory Condition 4, within fifteen days after the award is rendered by the appraisers.

#### When Action May be Brought

(2) The insured shall not bring an action to recover the amount of a claim under this contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

#### Limitation of Actions

(3) Every action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one year next after the cause of action arose and not afterwards.

NOTE: In Yukon Territory, Northwest Territories and New Brunswick, the one year limitation period in subcondition (3) should read "2 years". In the case of Nova Scotia and Newfoundland subcondition (3) should read as follows:

"(3) Every action or proceeding under this contract against the insurer in respect of a claim for indemnification for liability of the insured for loss or damage to property of another person or for personal injury to or death of another person shall be commenced within two years after the liability of the insured is established by a court of competent jurisdiction and not afterwards. Every other action or proceeding against the insurer under this contract in respect of loss or damage to the automobile shall be commenced within two years from the time the loss was sustained and not afterwards."

#### Who May Give Notice and Proofs of Claim

7. Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in case of absence or inability of the insured to give notice or make the proof, such absence or inability being satisfactorily accounted for or, in the like case or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

#### Termination

8. (1) This contract may be terminated,

(a) by the Insurer giving to the insured thirty days' notice of termination by registered mail or five days' written notice of termination personally delivered;

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

(2) Where this contract is terminated by the Insurer,

(a) the Insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund shall be made as soon as practicable.

(3) Where 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 thirty days mentioned in clause (a) of subcondition (1) of this condition commences to run the day following the receipt of the registered letter at the post office to which it is addressed.

#### NOTICE

9. Any 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. Written notice may be given to the insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "Registered" means registered in or outside Canada.

NOTE: In the Northwest Territories, the reference is to Territories and in the Yukon Territory the reference is to Territory rather than Province.

## **MOLESTATION EXCLUSION**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY COVERAGE AS PER WORDINGS:

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO BODILY INJURY ( AS DEFINED HEREIN) OR PERSONAL INJURY ( AS DEFINED HEREIN) RESULTING FROM CORPORAL PUNISHMENT, SEXUAL OR PHYSICAL ABUSE, SEXUAL EXPLOITATION OR OTHER HARMFUL ACTS BY:

1. THE INSURED OR ANY OCCUPANT OR RESIDENT OF THE INSURED'S OPERATION OR PREMISE.
2. ANY EMPLOYEE OF ANY INSURED, OR
3. ANY VOLUNTEER

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT HAVE ANY DUTY TO DEFEND ANY SUIT AGAINST THE INSURED SEEKING DAMAGES ON ACCOUNT OF ANY SUCH INJURY.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

### **HOST LIQUOR LIABILITY EXCLUSION**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY COVERAGE AS PER WORDINGS, IT IS UNDERSTOOD AND AGREED THAT:

THE COVERAGE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE RIDER DOES NOT APPLY TO LIABILITY OCCURRING AS A RESULT OF THE SELLING, SERVING OR OFFERING OF ALCOHOL.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**

Form 5006B(96/08)



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

**FORCIBLE EJECTION EXCLUSION**

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED BY THIS POLICY EXCLUDES ANY LOSS OR LIABILITY OR CLAIMS ARISING OUT OF THE FORCIBLE EJECTION OF ANY PERSON OR PERSONS FROM THE PREMISES INSURED HEREUNDER.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THE ABOVE MENTIONED POLICY, OTHER THAN AS ABOVE STATED.

**THE INSURED WARRANTS COMPLIANCE OF THE ABOVE EXCLUSION AND ACKNOWLEDGES THAT NON-COMPLIANCE SHALL VOID THIS POLICY.**

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**

Form 5007(96/08)



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

**REIMBURSEMENT CLAUSE ENDORSEMENT**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY  
COVERAGE AS PER WORDINGS:

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INSURED SHALL REIMBURSE  
THE COMPANY UP TO THE AMOUNT STATED IN THE DECLARATIONS WITH RESPECT TO  
ALL CLAIMS, LEGAL FEES AND ADJUSTING EXPENSES COMBINED IN ANY ONE LOSS,  
AND THE COMPANY SHALL ONLY BE LIABLE FOR LOSS, DAMAGE OR EXPENSE IN THE  
EXCESS OF THAT AMOUNT.

THE TERMS OF THE POLICY, INCLUDING THOSE WITH RESPECT TO NOTICE OF  
LOSS AND THE INSURER'S RIGHT TO INVESTIGATE, NEGOTIATE AND SETTLE ANY CLAIM  
OR SUIT, APPLY IRRESPECTIVE OF THE APPLICATION OF THE REIMBURSEMENT.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER  
TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**

Form 5008 (96/09)



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

## **PARTICIPANT LIABILITY**

### **ADVENTURE TOURISM**

IT IS UNDERSTOOD AND AGREED THAT INSURANCE PROVIDED TO YOU UNDER SECTION 1., COVERAGE A. INCLUDES THOSE SUMS WHICH YOU BECOME LEGALLY OBLIGATED TO PAY BECAUSE OF AN "ACTION" BROUGHT AGAINST YOU FOR "BODILY INJURY" OR "PROPERTY DAMAGE" BY A PARTICIPANT WHILE TAKING PART IN ANY ADVENTURE TOURISM ACTIVITIES OR RELATED EVENTS.

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" TO A PARTICIPANT UNLESS YOU IMPLEMENT SUFFICIENT PROCEDURES TO SECURE FROM EACH PARTICIPANT AND DELIVER TO US SIMULTANEOUSLY WITH THE NOTICE OF A PARTICIPANT'S CLAIM A VALID ADVENTURE TOURISM WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN THE FORM 5012 (97/01) PRESCRIBED BY US (COPY OF WHICH IS MADE A PART OF THIS POLICY) DATED AND SIGNED BY THE PARTICIPANT (AND PARENT/GUARDIAN IF THE PARTICIPANT IS A MINOR) PRIOR TO THE TIME OF OCCURRENCE IN WHICH SAID PARTICIPANT WAS INJURED.

PROVIDED YOU HAVE IMPLEMENTED SUCH PROCEDURES, IF YOU ARE UNABLE TO SECURE AND PROVIDE SUCH AGREEMENT DESPITE YOUR BEST EFFORTS, COVERAGE SHALL NOT BE PREJUDICED. HOWEVER, IF YOU HAVE NOT SHOWN A PRUDENT EFFORT TO IMPLEMENT SUFFICIENT PROCEDURES TO SECURE SUCH AGREEMENT, YOU MUST ASSUME AND PAY THE FIRST \$25,000.00 EACH OCCURRENCE (INCLUDING SUPPLEMENTARY PAYMENTS) RESULTING FROM A CLAIM WHICH WOULD BE COVERED UNDER PARTICIPANTS' LIABILITY.

IT IS FURTHER UNDERSTOOD AND AGREED THAT SAID RELEASE FORMS ARE CONSIDERED VALUABLE PAPERS AND ARE SUBJECT TO APPLICABLE INSURANCE LAWS IN THE EVENT OF DESTRUCTION.

FRAUDULENT RELEASE AGREEMENTS, BEYOND YOUR CONTROL, WILL NOT RELIEVE US OF OUR LIABILITY.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Form 5011 (97/01)





#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

### **ABSOLUTE POLLUTION EXCLUSION ENDORSEMENT**

It is agreed that any exclusion in the policy relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water.

This insurance also does not apply to any cost or expense arising out of any governmental demand or request that an Insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or pollutants.

This Company shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for such damages, or any other relief.

This exclusion shall not apply to liability for bodily injury or property damage arising out of water, smoke or soot due to a sudden unintended and unexpected fire happening during the Period of Insurance.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

**LIFE PRESERVER WARRANTY**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY COVERAGE AS PER WORDINGS:

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING WARRANTY IS HEREBY INCORPORATED IN AND MADE A PART OF THIS POLICY.

FAILURE OF THE INSURED TO COMPLY WITH ANY OR ALL OF THE FOLLOWING WILL RENDER THE POLICY NULL AND VOID IN THE EVENT OF LOSS ARISING OUT OF ANY WATERCRAFT OPERATIONS.

**THE INSURED WARRANTS THAT WHILE OPERATING WATERCRAFT DURING THE COURSE OF OPERATIONS, A DEPARTMENT OF TRANSPORT APPROVED LIFE PRESERVER WILL BE PROVIDED FOR EVERY MEMBER IN THE WATERCRAFT.**

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**



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## **SNOWMOBILE &/OR QUAD RENTAL EXCLUSION**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY COVERAGE AS PER WORDINGS:

IT IS HEREBY UNDERSTOOD AND AGREED THAT ANY ACTIVITIES RELATED TO SNOWMOBILE &/OR QUAD RENTALS ARE EXCLUDED EXCEPT WITH RESPECT TO GUIDED TOURS.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**

Form 5023 (97/11)  
Revised (00/12)



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

### **GENERAL ENDORSEMENT**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY  
COVERAGE AS PER WORDINGS:

IT IS HEREBY UNDERSTOOD AND AGREED THAT UNDER SECTION 1 – COVERAGE  
WITH RESPECT TO COMMERCIAL GENERAL LIABILITY FORM WORDINGS, EXCLUSION  
E. 1) b IS HEREBY DELETED IN ITS ENTIRETY.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER  
TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

## **GENERAL ENDORSEMENT**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY  
COVERAGE AS PER WORDINGS:

IT IS HEREBY UNDERSTOOD AND AGREED THAT UNDER SECTION 1 – COVERAGE  
WITH RESPECT TO COMMERCIAL GENERAL LIABILITY FORM WORDINGS, EXCLUSION  
E. 1) a IS HEREBY DELETED IN ITS ENTIRETY.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER  
TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

**GENERAL ENDORSEMENT – Watercraft Exclusion**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY  
COVERAGE AS PER WORDINGS:

IT IS HEREBY UNDERSTOOD AND AGREED THAT UNDER SECTION 1 – COVERAGE WITH  
RESPECT TO COMMERCIAL GENERAL LIABILITY FORM WORDINGS, EXCLUSION F. (ii).  
c IS DELETED FROM THE WORDING.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER  
TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**

Form 5033h



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

## **POLICY TERRITORY ENDORSEMENT**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY  
COVERAGE AS PER WORDINGS:

IT IS UNDERSTOOD AND AGREED THAT UNDER THE INSURING AGREEMENT FORM  
IFC33000 (8-95);  
DEFINITION WITH RESPECT TO 'POLICY TERRITORY' IS DELETED IN ITS ENTIRETY AND  
REPLACED WITH DEFINITION IN POLICY WORDING, SECTION V – DEFINITIONS,  
NUMBER 4.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER  
TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

### CYBER/DATA EXCLUSION

APPLICABLE TO ALL LIABILITY COVERAGES OF THIS POLICY FOR WHICH COVERAGE IS INCLUDED ON THE DECLARATION PAGE THE FOLLOWING EXCLUSIONS ARE ADDED:

This insurance does not apply to:

- a) Liability for:
  - (i) erasure, disruption, corruption, misappropriation, misinterpretation of data;
  - (ii) erroneously creating, amending, entering, deleting or using “data”;  
including any loss of use arising therefrom;
- b) “Personal Injury” arising out of the distribution, or display of “data”, by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of “data”.

### Additional Definition

The following definition is added to the policy.

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

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

**U.S. EXCLUSION**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY  
COVERAGE AS PER WORDINGS:

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY EXCLUDES RESIDENTS  
OF THE UNITED STATES OF AMERICA (USA) WITH RESPECT TO ACTIVITIES OCCURRING  
IN THE USA.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER  
TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**

Form 5045



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

## **Fungi and Fungal Derivatives Exclusion Endorsement**

This Endorsement Changes the Policy. Please Read It Carefully.

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Attached to and forming part of the Commercial General Liability Wording.

The following Exclusion is added to Section I, Common Exclusions – Coverages A, B, C AND D:

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### **Fungi and Fungal Derivatives**

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal injury”, “advertising 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, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”;
- b. any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of, “fungi” or “spores; or
- c. any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the injury, damage or activity 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.

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

The following definitions are added to Insuring Agreement V. – Definitions:

**“Fungi”** includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria 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”.

Except as otherwise provided in this endorsement all terms and conditions of the form to which this endorsement is attached shall remain unchanged.

Form 5049



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

**TOTAL ASBESTOS EXCLUSION**

ATTACHED TO AND FORMING PART OF THE COMMERCIAL GENERAL LIABILITY  
COVERAGE AS PER WORDINGS:

THIS INSURANCE SHALL NOT APPLY TO AND DOES NOT COVER ANY ACTUAL  
OR ALLEGED LIABILITY FOR ANY CLAIM IN RESPECT OF LOSS, DAMAGE, COST OR  
EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM, OR 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  
AGGRIVATING CAUSE OR EVENT THAT CONTRIBUTES CONCURRENTLY OR IN ANY  
SEQUENCE TO THE LOSS, DAMAGE, COST OR EXPENSE.

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER  
TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**



#730-800 WEST PENDER STREET, VANCOUVER, BC, V6C 2V6, TELEPHONE: (604)685-0050, FAX: (604)669-1007

## WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For this purpose of this endorsement an act of terrorism mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01  
NMA2918