



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

### **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.**



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## **INJURY TO PARTICIPANTS EXCLUSION**

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

IT IS UNDERSTOOD AND AGREED THAT SUCH INSURANCE AFFORDED BY THIS  
POLICY SHALL NOT APPLY TO ANY PERSON WHILE PRACTICING FOR OR  
PARTICIPATING IN ANY CONTEST, PERFORMANCE OR EXHIBITION INCLUDING ANY OF  
AN ATHLETIC OR SPORTS NATURE.

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TERMS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**



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### **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.

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**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.**

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## **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  
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### **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.**



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## **PRODUCTS & COMPLETED OPERATIONS EXCLUSION**

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

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE CGL AS FOLLOWS:

THIS INSURANCE DOES NOT APPLY TO "PERSONAL INJURY" OR "PROPERTY DAMAGE"  
INCLUDED WITHIN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

**EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT ALL THE CONDITIONS, LIMITATIONS, AND OTHER  
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## **PERFORMERS EXCLUSION**

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

IT IS UNDERSTOOD AND AGREED THAT SUCH INSURANCE AFFORDED BY THIS  
POLICY SHALL NOT APPLY TO ANY PERSON/BAND WHILE PRACTICING/PERFORMING  
AT ANY DANCE, CONCERT/MUSIC FESTIVAL OR FILM/VIDEO PRODUCTION.

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## **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.

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### 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.

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### **VENDORS EXCLUSION**

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COVERAGE AS PER WORDINGS:

IT IS HEREBY UNDERSTOOD AND AGREED THAT ANY VENDORS &/OR  
CONCESSIONAIRES ACTIVITIES ARE EXCLUDED UNDER THIS POLICY

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**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.

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## Fungi and Fungal Derivatives Exclusion Endorsement

This Endorsement Changes the Policy. Please Read It Carefully.

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:

### 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



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### **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.

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**ANIMALS / STOCK EXCLUSION**

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COVERAGE AS PER WORDINGS:

IT IS UNDERSTOOD AND AGREED THAT ANIMALS AND OR STOCK, THEIR  
ACTIVITIES AND ANY DAMAGE/INJURY THEREOF ARE EXCLUDED FROM THIS POLICY.

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## 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  
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