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Various provisions of 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 AXIS Reinsurance Company, the company providing this insurance. The word “insured” means any person or organization qualifying as such under **Section V: Who Is An Insured**. Other words and phrases in quotation marks have the special meanings provided in **Section VI: Definitions** or in the specific policy provision in which they appear.

In consideration of the payment of premium and in reliance upon the statements in the Declarations and in accordance with the provisions of the policy, we agree to provide coverage as follows:

INSURING AGREEMENTS

Section I: Coverage

1. We will pay on behalf of the “insured” those sums that the “insured” becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies or because of “bodily injury” or “property damage” to which this insurance applies assumed by the “insured” under an “insured contract”.
2. This insurance applies to “bodily injury” and “property damage” only if:
 - a. the “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
 - b. the “bodily injury” or “property damage” occurs during the Policy Period; and
 - c. prior to the Policy Period, no “insured” listed in paragraph 1 of **Section V: Who Is An Insured** and no “authorized employee” knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If any “insured” listed in paragraph 1 of **Section V: Who Is An Insured** or any “authorized employee” knew, prior to the Policy Period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the Policy Period will be deemed to have been known prior to the Policy Period.
3. This insurance applies to “personal and advertising injury” caused by an offense arising out of your business but only if the offense was committed in the “coverage territory” during the Policy Period.
4. “Bodily injury” or “property damage” which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any “insured” listed in paragraph 1 of **Section V: Who Is An Insured** or any “authorized employee” includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the Policy Period.
5. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any “insured” listed in paragraph 1 of **Section V: Who Is An Insured** or any “authorized employee”:



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- a. reports all, or any part, of the “bodily injury” or “property damage” to us, any other insurer or any third party administrator of any kind;
 - b. receives a written or verbal notice, demand or claim for damages because of “bodily injury” or “property damage”; or
 - c. becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.
6. The amount we will pay for all damages covered by this policy is limited as described in **Section III: Limits of Liability**.
7. If we are prevented by law from paying damages covered by this policy on behalf of the “insured”, we will indemnify the “insured” for those sums in excess of the “retained limit” up to the applicable Limit(s) of Liability shown in the Declarations.
8. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.
9. We have no obligation under this policy with respect to any claim or “suit” settled without our written consent.

Section II: Defense and Supplementary Payments

1. We will have the right and duty to defend the “insured” against any “suit” seeking damages for “bodily injury”, “property damage” or “personal and advertising injury” covered by this policy.
2. We will have no duty to defend the “insured” against any “suit” seeking damages for “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance does not apply.
3. We will have the right, but not the duty, to participate in the investigation of any “occurrence”, settle any claim or defend any “suit” which may, in our opinion, involve this policy.
4. We will pay, in addition to the Limit(s) of Liability of this policy and with respect to any claim we investigate or settle or any “suit” against an “insured” we defend:
 - a. expenses we incur;
 - b. the cost of bonds to release attachments and the cost of appeal bonds required in any “suit” we defend but only for bond amounts within the remaining applicable Limit(s) of Liability. We do not have to furnish these bonds;
 - c. all reasonable expenses incurred by the “insured” at our request or with our consent;
 - d. all costs taxed against the “insured” in the “suit”;
 - e. pre-judgment interest awarded against the “insured” on that part of the judgment, within the applicable Limit(s) of Liability, that we pay. If we make an offer to pay the applicable Limit(s) of Liability, we will not pay any pre-judgment interest accruing after the offer;

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- f. post-judgment interest on that part of any judgment that we become obligated to pay which accrues after the entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit(s) of Liability.
5. Our right and duty to defend ends when the applicable Limit(s) of Liability of this policy has/have been exhausted by actual payment of "loss".
6. If we are prevented by law from defending a claim or "suit", we will pay expenses incurred with our prior written consent.

Section III: Limits of Liability

1. The Limits of Liability shown in Item 4 of the Declarations and the rules below fix the most we will pay, regardless of the number of "insureds", "suits" brought or persons or organizations making claims or bringing "suits".
2. The Each Occurrence Limit stated in Item 4 of the Declarations is the most we will pay for the sum of all damages because of "bodily injury", "property damage" and "personal and advertising injury" arising out of any one "occurrence".
3. Subject to the Each Occurrence Limit, the Products and Completed Operations Aggregate Limit stated in Item 4 of the Declarations is the most we will pay for damages because of "bodily injury" and "property damage" included in the "products and completed operations hazard".
4. Subject to the Each Occurrence Limit, if there is a General Aggregate Limit stated in Item 4 of the Declarations, it is the most we will pay for all damages, except for damages because of "bodily injury" or "property damage" included in the "products and completed operations hazard".
5. Subject to the Each Occurrence Limit, if there is a Combined Aggregate Limit stated in item 4 of the Declarations, it is the most we will pay for all damages.
6. The Aggregate Limits of Liability stated in Item 4 of the Declarations apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months. However, if the Policy Period is extended after the beginning of the Policy Period for an additional period of less than twelve (12) months, the additional period will be deemed part of the original Policy Period for the purpose of determining the Aggregate Limits of Liability.

Section IV: Exclusions

1. Aircraft and Watercraft Exclusion

This policy does not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any "insured" or of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto. Use includes operation and "loading or unloading".

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

This exclusion does not apply to a watercraft while ashore on premises you own or rent or a watercraft you do not own that is less than 26 feet long and not being used to carry persons or property for a charge.

2. Asbestos

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly to:

- a. the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, asbestos dust or any other form of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
- b. the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of or in any way responding to or assessing the effects of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, asbestos dust or any other form of asbestos by any “insured” or by any other person or entity;
- c. any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with 2.a. or 2.b., above; or
- d. any obligation to share damages with or repay someone else who must pay damages because of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, asbestos dust or any other form of asbestos.

3. Auto

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to the ownership, maintenance, operation, use, entrustment to others or “loading or unloading” of any “auto”.

4. Contractual Liability

This policy does not apply to any liability for which the “insured” is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- a. that the “insured” would have in the absence of the contract or agreement; or
- b. for “bodily injury” or “property damage” assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.

5. Cyber Liability

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to any damage to, loss of, loss of use of, alteration of or corruption of any:

- a. “electronic data”, computer software, shareware or firmware of any kind, howsoever stored; or
- b.
 - i. computer hardware, computer system, computer network;
 - ii. computer connection system, device or equipment, computer-connected or computer-controlled system, device or equipment or any other computer-related system, device or equipment, or
 - iii. website, the internet, intranet, extranet or similar network or system designed or intended for electronic communication,

if caused by damage to, loss of, loss of use of, alteration of or corruption of anything described in 5.a., above.

As used in this exclusion, “electronic data” means any information, facts or programs stored on, created on, used on or transmitted to or from any computer software, hard or floppy disk, CD-ROM, DVD, tape, drive, cell, data processing device, flashdrive or any other similar media.

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage.

6. Damage to Property

This policy does not apply to “property damage” to:

- a. property you, own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
- b. premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- c. property loaned to you;
- d. personal property in the care, custody or control of the “insured”;
- e. that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraph 6.b. of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs 6.c. through 6.f. of this exclusion do not apply to liability assumed under a sidetrack agreement.

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Paragraph 6.f. of this exclusion does not apply to “property damage” included in the “products and completed operations hazard”.

7. Damage to Your Product

This policy does not apply to “property damage” to “your product” arising out of it or any part of it.

8. Damage to Your Work

This policy does not apply to “property damage” to “your work” arising out of it or any part of it and included in the “products and 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.

9. Damage to Impaired Property or Property Not Physically Injured

This policy does not apply to “property damage” to “impaired property” or property that has not been physically injured, arising out of:

- a. a defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
- b. 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.

10. Discrimination

This policy does not apply to any liability, “loss”, cost or expense arising out of discrimination of any kind. Discrimination includes but is not limited to discrimination on the basis of race, creed, color, sex, age, disability, national origin, sexual orientation, sexual preference, marital status or any other discrimination prohibited by any law.

11. Employer's Liability

This policy does not apply to “bodily injury” to:

- a. an “employee” of the “insured” arising out of and in the course of employment by the “insured” or performing duties related to the conduct of the “insured’s” business; or
- b. the spouse, child, parent, brother or sister of that “employee” as a consequence of paragraph a., above.

This exclusion applies whether the “insured” may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs a. or b., above.

This exclusion does not apply to any liability for damages assumed by the “insured” in an “insured contract” or “bodily injury” to a Canadian resident employee of the “insured” on whose behalf contributions are made or are required to be made by the “insured” under the provisions of a Canadian provincial or territorial workers compensation law, if cover or benefits have been denied by any Canadian workers compensation authority.

12. Employment Practices

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to any:

- a. failure or refusal to employ or promote;
- b. termination of employment, including actual or alleged constructive dismissal;
- c. employment related practices, policies, acts or omissions, including, without limitation, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, retaliation, violation of civil rights, invasion of privacy, discrimination; or
- d. consequential injury or damage as a result of 12.a. through 12.c., above.

This exclusion applies whether the “insured” may be liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of any such liability.

13. Expected or Intended Injury

This policy does not apply to “bodily injury” or “property damage” which results from an act that is intended by the “insured” or can be expected from the standpoint of a reasonable person to cause “bodily injury” or “property damage,” even if the injury or damage is of a different degree or type than actually intended or expected. This exclusion does not apply to “bodily injury” caused by the use of reasonable force to protect persons or property.

14. Fungi or Bacteria

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- a. the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
- b. the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of or in any way responding to or assessing the effects of “fungi” or bacteria by any “insured” or by any other person or entity.

This exclusion does not apply to any “fungi” or bacteria that are, are on or are contained in an edible good or product intended for human consumption.

As used in this exclusion, “fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by “fungi”.

15. Insureds in Media and Internet Business

This policy does not apply to “personal and advertising injury” committed by an “insured” whose business is:

- a. advertising, broadcasting, publishing or telecasting;
- b. designing or determining content of web-sites for others; or
- c. an internet search, access, content or service provider

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However, this exclusion does not apply to paragraphs a., b., and c. of the definition of “personal and advertising injury”.

For the purpose of this exclusion, the placing of frames, borders or links or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

16. Intellectual Property

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to the violation or infringement of any copyright, patent, trade secret, trade dress, trademark, service mark, trade name, slogan or any other intellectual property rights.

This exclusion does not apply to infringement, in your “advertisement”, of any copyright, trade dress or slogan.

17. Lead

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- a. the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of lead or products or materials containing lead, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
- b. the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of lead by any “insured” or by any other person or entity;
- c. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with 17.a. or 17.b., above; or
- d. any obligation to share damages with or repay someone else who must pay damages because of lead or products or materials containing lead.

18. Liquor Liability

This policy does not apply to any liability, “loss”, cost or expense for which an “insured” may be held liable by reason of:

- a. causing or contributing to the intoxication of any person;
- b. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion only applies if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

19. Nuclear Energy Liability

1. This policy does not apply to any “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to:
 - a. liability imposed by the Nuclear Liability Act or Atomic Energy Act of 1954, or any law amendatory thereof, or any other law, statute or regulation, or any amendment thereto, governing nuclear liability;
 - b. any liability for which an “insured” under this policy is also insured under a contract of nuclear energy liability insurance issued by the Nuclear Insurance Association of Canada, the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or by any other insurer or group or pool of insurers, regardless of whether or not:
 - i. the “insured” is named in such contract;
 - ii. such contract is legally enforceable by the “insured”;
 - iii. such policy’s limits of liability have been exhausted; or
 - c. any “nuclear energy hazard” due to:
 - i. the ownership, maintenance, operation or use of a “nuclear facility” by or on behalf of any “insured”;
 - ii. the furnishing by an “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”; or
 - iii. the possession, consumption, use, handling, disposal or transportation of “fissionable substances” or of other “radioactive material”, except radioactive isotopes located in a place other than a “nuclear facility” which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose, used, distributed, handled or sold by an “insured”.
2. As used in this exclusion “nuclear energy hazard” means the radioactive, toxic, explosive or other hazardous properties of “radioactive material”.
3. As used in this exclusion, “radioactive material” means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements or any other substance that the Canadian Atomic Energy Control Board, or any successor governmental organization, 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;
4. As used in this exclusion “nuclear facility” means:
 - a. any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium, uranium or any one or more of them;
 - b. any equipment or device designed or used for separating the isotopes of plutonium, thorium, uranium, or any one or more of them, processing or utilizing spent fuel or handling, processing or packaging waste;
 - c. any equipment or device used for the processing, fabrication 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

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contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235; or

- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste “radioactive material”;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

- 5. As used in this exclusion “fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

20. Pollution

- 1. This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”:
 - a. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any “insured”;
 - b. at or from any premises, site or location which is or was at any time used by or for any “insured” or others for the handling, storage, disposal, processing or treatment of waste;
 - c. which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any “insured” or any person or organization for whom/which the “insured” may be legally responsible; or
 - d. at or from any premises, site or location on which any “insured” or any contractor or subcontractor working directly or indirectly on any “insured’s” behalf is performing operations:
 - i. if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such “insured”, contractor or subcontractor; or
 - ii. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”.
- 2. This policy does not apply to any:
 - a. “loss”, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any “insured” or others test for, monitor, clean-up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”, or
 - b. any claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, decontaminating, stabilizing, remediating or neutralizing or in any way responding to or assessing the effects of “pollutants”.

However, paragraph 2. of this exclusion does not apply to liability for damages because of “property damage” that the “insured” would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or “suit” by or on behalf of a governmental authority.

3. Sub-paragraphs 1.a. and 1.d.i. of this exclusion do not apply to “bodily injury” or “property damage” caused by heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be.
4. As used in this exclusion, “pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. Recall of Products, Work or Impaired Property

This policy does not apply to any liability, “loss”, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of “your product”, “your work” or “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.

22. Silica

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- a. the actual, alleged or threatened exposure to, inhalation of, ingestion of, contact with, exposure to, existence of or presence of silica, silica products, silica fibers, silica dust or silica in any form, howsoever transmitted, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
- b. the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement, containment, disposal or handling of or testing for: silica, silica products, silica fibers, silica dust or silica in any form;
- c. any supervision, instruction, recommendations, warranties (express or implied), warnings or advice given or which should have been given in connection with a. or b. above;
- d. the manufacture, distribution, sale, resale, rebranding, installation or repair of products designed or used to protect from the inhalation of, ingestion of, contact with or any other exposure to silica, silica products, silica fibers, silica dust or silica in any form;
- e. the lack of compliance with any law, regulation, by-law or ordinance regarding silica, including any fine or penalty of any kind; or
- f. any obligation to share damages with or repay someone else who must pay damages because of silica, silica products, silica fibers, silica dust or silica in any form.

23. Transmissible Spongiform Encephalopathy

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to transmissible spongiform encephalopathy (TSE), including but not limited to bovine spongiform encephalopathy (BSE), chronic wasting disease (CWD), creutzfeldt-jakob disease (CJD), new variant creutzfeldt-jakob disease (nv-CJD), scrapie or transmissible mink encephalopathy, regardless of any other cause, event, material or product that contributed concurrently or in any sequence to any injury or damage.

Transmissible spongiform encephalopathy (TSE) includes but is not limited to any injury, damage, “loss”, cost or expense which is related to, contributed to, caused by, accelerated by or results from any form of transmissible spongiform encephalopathy (TSE) or any supervision, instruction, recommendation, warning or advice given or which should have been given in connection therewith.

24. Unsolicited Communications

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out of or in any way related, either directly or indirectly, to any form of communication, including but not limited to facsimile, electronic mail, posted mail or telephone, in which the recipient has not specifically requested the communication. This exclusion also applies to communications which are made or allegedly made in the violation of the:

- a. Telephone Consumer Protection Act (TCPA) including any amendment thereto;
- b. the CAN-SPAM Act of 2003, including any amendment thereto; or
- c. any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, which prohibits or limits the sending, transmitting, communicating or distribution of material or information.

25. Various Laws

This policy does not apply to any “loss”, demand, claim or “suit” under:

- a. the Employee Retirement Income Security Act of 1974 and any amendment thereto or any similar law;
- b. any workers' compensation, disability benefits or unemployment compensation law or any similar law; or
- c. any “auto” no-fault law, uninsured or underinsured motorist law, any personal protection law or similar law.

26. Various Personal and Advertising Injury

This policy does not apply to “personal and advertising injury”:

- a. caused by or at the direction of the “insured” with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”;
- b. arising out of oral or written publication of material, if done by or at the direction of the “insured” with knowledge of its falsity;
- c. arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;
- d. arising out of a criminal act committed by or at the direction of the “insured”;
- e. arising out of a breach of contract, except an implied contract to use another's advertising idea in your “advertisement”;
- f. arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement”;
- g. arising out of the wrong description of the price of goods, products or services stated in your “advertisement”;

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- h. arising out of an electronic chat room or bulletin board the “insured” hosts, owns or over which the “insured” exercises control; or
- i. arising out of the unauthorized use of another’s name or product in your email address, domain name or meta-tag or any similar tactics to mislead another’s potential customers.

27. War

This policy does not apply to any liability, “loss”, cost or expense based on, attributable to, arising out or in any way related, either directly or indirectly, to:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

regardless of any other cause, event, material or product that contributed concurrently or in any sequence to any injury or damage.

Section V: Who Is An Insured

1. The following are “insureds”:
 - a. the Named Insured;
 - b. any subsidiary of the Named Insured stated in Item 1 of the Declarations of this policy and any other organization under your control and active management at the Effective Date of this policy if there is no “other insurance” available to that subsidiary or organization and providing such subsidiary or organization was made known to us prior to the Effective Date;
 - c. if you are designated in the Declarations as:
 - i. an individual, you and your spouse are “insureds”, but only with respect to the conduct of your business of which you are the sole owner;
 - ii. 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;
 - iii. a limited liability company, you are an “insured”. Your members are also “insureds”, but only with respect to the conduct of your business. Your managers are “insureds”, but only with respect to their duties as your managers;
 - iv. an organization other than a partnership, joint venture or limited liability company, you are an “insured”. Your “executive officers” and directors are “insureds”, but only with respect to their duties as your officers or directors. Your shareholders are also “insureds”, but only with respect to their liability as shareholders; or
 - v. a trust, you are an “insured”. Your trustees are also “insureds”, but only with respect to their duties as trustees.
2. Each of the following is also an “insured”:
 - a. your volunteer workers but only while performing duties related to the conduct of your business or your “employees”, other than either your “executive officers” (if you are an organization other

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than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are “insureds” for:

- i. “bodily injury” or “personal and advertising injury”:
 - (a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or while performing duties related to the conduct of your business;
 - (b) to the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of any injury described in paragraph (a), above;
 - (c) for which there is an obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs (a) or (b), above;
 - (d) arising out of his or her providing or failing to provide professional healthcare services;
- ii. “property damage” to property:
 - (a) owned, occupied or used by you;
 - (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company);
- b. any person (other than your “employee” or “volunteer worker”) 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 with respect to liability arising out of the maintenance or use of that property and 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;
- e. any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest will qualify as an “insured” if there is no “other insurance” available to that organization. However:
 - i. coverage under this provision is only afforded until the ninetieth (90th) day after you acquire or form the organization or until the end of the “policy period”, whichever is earlier;
 - ii. coverage under this policy does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization;
 - iii. coverage under this provision does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization;
 - iv. we reserve the right to charge an additional premium if such organization qualifies as an “insured”; and
 - v. this paragraph e. does not apply to any organization for which coverage has been specifically added under this policy by an Endorsement issued and signed by us.

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

Section VI: Definitions

1. Advertisement

“Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

- a. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an “advertisement”.

2. Authorized Employee

“Authorized employee” means an “employee” authorized by you to give or receive notice of an “occurrence”, claim or “suit”.

3. Auto

“Auto” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. “Auto” does not include “mobile equipment”.

4. Bodily Injury

“Bodily injury” means physical injury, sickness or disease sustained by a person, including death at any time resulting therefrom. “Bodily injury” includes mental anguish or mental injury resulting from “bodily injury”.

5. Coverage Territory

“Coverage territory” means:

- a. Canada and the United States of America (including its territories and possessions);
- b. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a., above; or
- c. all other parts of the world if the injury or damage arises out of:
 - i. goods or products made or sold by you in the territory described in paragraph a., above;
 - ii. the activities of a person whose home is in the territory described in paragraph a., above, but is away for a short time on your business; or
 - iii. “personal and advertising injury” offenses that take place through the Internet or similar electronic means of communication

provided the “insured’s” responsibility to pay damages is determined in a “suit” on the merits in the territory described in paragraph a., above, or in a settlement to which we agree.

6. Executive Officer

“Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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7. Employee

"Employee" includes a "leased worker" and a "temporary worker".

8. Impaired Property

"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 fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. Insured

"Insured" means a person or organization qualifying as such in **Section V: Who Is An Insured**.

10. Insured Contract

"Insured contract" means that part of any contract or agreement pertaining to your business under which any "insured" assumes the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

"Insured contract" does not include that part of any contract or agreement:

- a. that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, road-beds, tunnel underpass or crossing;
- b. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - i. preparing, approving or failing to approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - ii. giving directions or instructions, or failing to give them, if that is the primary cause of injury or damage; or
- c. under which the "insured", if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "insured's" rendering or failure to render professional services, including those shown in subparagraph 9.b., above, and supervisory, inspection, architectural or engineering activities.

11. Leased Worker

"Leased worker" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. Loading or unloading

“Loading or unloading” means the handling of property after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or “auto”; while it is in or on an aircraft, watercraft or “auto”; or while it is being moved from an aircraft, “auto” or watercraft to the place where it is finally delivered.

“Loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or “auto”.

13. Loss

“Loss” means the total sum which the “insured” becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal and advertising injury” covered by this policy, less any recoveries and salvage.

14. Mobile Equipment

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

- a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. vehicles maintained for use solely on or next to the premises you own or rent;
- c. vehicles that travel on crawler treads;
- d. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted power cranes, shovels, loaders, diggers or drills or road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. vehicles not described in a., b., c. or d., above, maintained primarily to provide mobility to permanently attached equipment of the following types: air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment or cherry pickers and similar devices used to raise or lower workers;
- f. vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment” but will be considered “autos”:

- i. equipment designed primarily for snow removal, road maintenance, but not construction or resurfacing, or street cleaning;
- ii. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise and lower workers; and
- iii. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

15. Occurrence

“Occurrence” means:

- a. with respect to “bodily injury” or “property damage”, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to

substantially the same general harmful conditions are considered as arising out of the same “occurrence”, regardless of the frequency or repetition thereof or the number of claimants;

- b. with respect to “personal and advertising injury”, a covered offense. All damages that arise from the same act, publication or general conditions are considered as arising out of the same “occurrence”, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.

16. Other Insurance

“Other insurance” means a policy of insurance providing coverage for damages covered in whole or in part by this policy. “Other insurance” includes any type of self-insurance or other mechanism by which an “insured” arranges funding for “loss”. “Other insurance” does not include a policy of insurance specifically purchased to be excess of this policy and providing coverage that this policy also provides.

17. Personal and Advertising Injury

“Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- d. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- e. oral or written publication, in any manner, of material that violates a person’s right of privacy;
- f. the use of another’s advertising idea in your “advertisement”; or
- g. infringement upon another’s copyright, trade dress or slogan in your “advertisement”.

18. Products and Completed Operations Hazard

- 1. “Products and completed operations hazard” means all “bodily injury” and “property damage” occurring away from premises you own or rent and arising out of “your product” or “your work” except:
 - a. products that are still in your physical possession; or
 - b. work that has not yet been completed or abandoned. However, “your work” will be deemed completed at the earliest of the following times:
 - i. when all of the work called for in your contract has been completed;
 - ii. when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;
 - iii. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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2. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete will be treated as completed.
3. "Products and completed operations hazard" does not include "bodily injury" or "property damage" arising out of:
 - a. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the "loading or unloading" of that vehicle by any "insured"; or
 - b. the existence of tools, uninstalled equipment or abandoned or unused materials.

19. Property Damage

"Property damage" means:

- a. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of this insurance, "electronic data" is not tangible property.

20. Suit

"Suit" means a civil proceeding in which damages to which this insurance applies are sought. "Suit" includes arbitration or other dispute resolution proceeding in which such damages are sought and to which the "insured" must submit or does submit with our consent.

21. Temporary Worker

"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. Your Product

"Your product" means any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by you, others trading under your name or a person or organization whose business or assets you have acquired and 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, performance or use of "your product" and the providing of or failure to provide warnings or instructions.

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

23. Your Work

"Your work" means work or operations performed by you or on your behalf and materials, parts or equipment furnished in connection with such work or operations.



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“Your work” includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work” and the providing of or failure to provide warnings or instructions.

Section VII: Conditions

1. Appeals

If the “insured” or the “insured’s” underlying insurers do not appeal a judgment in excess of “underlying insurance”, we may elect to make such an appeal at our own cost and expense.

2. Bankruptcy or Insolvency

Bankruptcy, insolvency or inability to pay of the “insured” or the “insured’s” estate or of any underlying insurer will not relieve us of our obligations under this policy.

3. Cancellation

You may cancel this policy at any time by mailing by registered mail or delivering to us advance written notice stating the effective date of cancellation. Such advance written notice of cancellation should be mailed by registered mail or delivered to us at the following address:

AXIS Reinsurance Company
HSBC Building, 70 York Street, Suite 1010, Toronto, Ontario, Canada M5J 1S9

We may cancel this policy at any time by mailing by registered mail or delivering to you advance written notice of 30 days (15 days in the event of non-payment of premium) stating the effective date of cancellation. The notice of cancellation will be mailed by registered mail or delivered to your mailing address last known to us and will state the effective date of cancellation. If notice of cancellation is mailed, proof of registered mailing will be sufficient to prove notice.

If you cancel this policy, return premium will be computed at 90% of pro rata. If we cancel this policy, return premium will be computed pro rata. In no event will we retain less than the Minimum Retained Premium stated in Item 5 of the Declarations.

The first Named Insured stated in Item 1 of the Declarations acts on behalf of all “insured’s” with respect to the giving and receiving of notice of cancellation and payment of any additional premium that may become due or receipt of any return premium that may become payable under this policy.

4. Changes

Notice to or knowledge possessed by any person will not effect a waiver or a change in this policy or estop us from asserting any right under this policy. The terms of this policy cannot be waived or changed, except by an Endorsement issued and signed by us.

5. Duties in the Event of Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an “occurrence” which may result in a claim for damages under this policy. Notice should be sent to us at the following email address: ClaimNoticeCAN@axiscapital.com or to the following facsimile number: 1-866-348-8103. Notice may also be provided by telephone, at the following number: 1-866-518-4153.

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- To the extent possible, notice should include:
- a. how, when and where the “occurrence” took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the “occurrence”.
2. If a claim is made or “suit” is brought against any “insured” that is reasonably likely to involve this policy, you must:
- a. immediately record the specifics of the claim or “suit” and the date received; and
 - b. notify us in writing as soon as practicable.
3. You and any other involved “insured” must:
- a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
 - d. 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.
4. No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

6. Inspection and Audit

We have the right, but are not obligated to inspect the “insured’s” premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, 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. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

7. Legal Action Against Us

There is no right of action against us under this policy unless you have fully complied with all the terms of this policy and the amount owed by you has been determined by settlement to which we agree in writing or by actual trial and final judgment.

This insurance does not give any person or organization the right to add us as a party in an action against you to determine your liability.



8. Premium Computation

The Deposit Premium stated in Item 5 of the Declarations is based on estimated exposure. When this policy expires or if it is cancelled, we will compute the earned premium based on actual exposure and based on the Adjustment Rate(s) shown in Item 6. of the Declarations. If the earned premium exceeds the Deposit Premium, you must immediately pay the additional premium to us. If the earned premium is less than the Deposit Premium, we may return the unearned portion of the Deposit Premium to you, subject to the Minimum Retained Premium and Minimum Premium (Policy Period) stated in Item 5 of the Declarations.

9. Separation of Insureds

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

- a. as if each "insured" were the only "insured"; and
- b. separately to each "insured" against whom claim is made or "suit" is brought.

10. Titles

The titles of the various sections, subsections and Endorsements, if any, of this policy are intended solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions to which they relate.

11. Transfer of Rights and Duties

Your rights and duties under this policy may not be transferred, except by an endorsement to this policy issued by us. If you die or are legally declared bankrupt, then your rights and duties will be transferred to your legal representative, but only while he or she acts within the scope of duties as your legal representative. Until your legal representative is appointed, anyone with temporary custody of your property will have your rights and duties, but only with respect to that property.

12. 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 policy, those rights are transferred to us. The "insured" must do nothing after "loss" to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

Any amount recovered will be apportioned in the inverse order of payment of "loss" to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

If you waive any right of recovery against a specific person or organization for damages as required under an "insured contract", we will also waive any such rights we may have against such person or organization provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

13. When Loss is Payable

When the amount of damages is determined by an agreed settlement or on a final judgment against an "insured" obtained after an actual trial, we will promptly pay on behalf of the "insured" the amount of damages covered under the terms of this policy.



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14. Other Insurance

If other valid and collectible insurance is available to the “insured” for a loss we would otherwise cover under this insurance, our obligations are limited as follows:

Primary Insurance

This insurance is primary except when the Excess Insurance provision shown 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 shown in the Method of Sharing provision shown below.

Excess Insurance

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

- a. that is fire, extended coverage, builder’s risk, installation risk or similar coverage for “your work”;
- b. that is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- c. that is insurance purchased by you to cover your liability as a tenant for “property damage” to premises rented to you or temporarily occupied by you with permission of the owner;
- d. if the “loss” arises out of the maintenance or use of aircraft, “autos” or watercraft (to the extent not subject to exclusions 1. or 3. of Section IV: Exclusions);
- e. that is insurance provided to you by any person or organization working under contract or agreement for you or under which you are included as an insured.

When this insurance is excess, we will have no duty to defend any “insured” against a “suit” 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 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 the total amount that all “other insurance” would pay for the “loss” in the absence of this insurance and of all deductible and self-insured amounts under all “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 to specifically to apply in excess of the Limits of Liability shown in the Declarations of this policy.

Method of Sharing

If all of the “other insurance” permits contribution by equal shares, then we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of liability 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 liability to the total applicable limits of liability of all insurers.

Commercial General Liability Policy



Policy Number: Per Certificate

For the purposes of the Insurance Companies Act (Canada), this document was issued in the course of AXIS Reinsurance Company (Canadian Branch)'s insurance business in Canada.

In witness whereof, this policy has been executed and attested by the undersigned in Toronto, Canada; however, this policy will not be valid unless countersigned on the Declarations Page by one of our duly authorized representatives.

A handwritten signature in black ink, appearing to read "Andrew M. Weissert".

Andrew M. Weissert
Secretary

A handwritten signature in black ink, appearing to read "Robert Looney".

Robert Looney
President & CEO

A handwritten signature in black ink, appearing to read "Brad Randell".

Brad Randell
Chief Agent