

# Commercial Package Policy

## COMMON POLICY COVERAGE FORM

All Coverage Forms included in this Policy are subject to the following Common Policy Conditions, unless these conditions are either modified or supplemented by any applicable Statutory Conditions, or by specific language in any sections or endorsement(s) attached to and forming part of this Policy.

### 1. Concealment, Misrepresentation or Fraud

This policy will be void if the Named Insured or any other Insured fraudulently or intentionally conceals, omits to disclose or misrepresents any material fact or circumstance relating to this Policy including but not limited to:

- (a) the risks to be insured;
- (b) the property to be covered;
- (c) the interest of the Insured in the Covered Property; and/or
- (d) any claim made under this Policy.

### 2. Conformity to Statutes

Any provisions required by law to be included in policies issued by the Insurer shall be deemed to have been included in this Policy. If the provisions of this Policy conflict with the laws of any jurisdictions in which this Policy applies, and if certain provisions are required by law to be stated in this Policy, this Policy shall be read so as to eliminate such conflict or deemed to include such provisions for covered locations within such jurisdictions.

### 3. Transfer of Rights and Duties

Your rights and duties under this Policy 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.

### 4. Waiver or Amendment

Notice to any broker or knowledge possessed by any broker or by any other person will not affect a waiver or amendment to any part of this Policy. The terms of this Policy can only be waived or amended by a written endorsement issued to form part of this Policy.

### 5. Assignment

The assignment of this Policy by the Insured or any of the representatives of the Insured will not be valid except with written consent of the Insurer.

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## 6. Appeals

At its option, the Insurer can initiate or participate in an appeal of a judgment against any Insured. If the Insurer initiates or participates in an appeal, the Insurer will pay the costs of the appeal. These payments will be in addition to the Limit of Insurance of this Policy.

## 7. Arbitration

If the Insured and the Insurer fail to agree as to the value or amount of loss then on written demand of either, each then selects a competent and disinterested arbitrator and notifies the other of the arbitrator selected within twenty (20) days of such demand. The arbitrators shall first select a competent disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then, on request of the Insured or the Insurer such umpire shall be selected by a judge of a court of competent jurisdiction in the province or territory in which the property covered is located. The arbitrators shall then appraise the loss, stating separately cash value and loss to each item and failing to agree, shall submit their differences, only to the umpire. An award in writing, so itemized, of any two when filed with the Insurer, shall determine the amount of cash value and loss. Each arbitrator shall be paid by the party selecting him and expense of arbitration and umpire shall be paid by the parties equally.

## 8. Audit of Books and Records

The Insurer may audit the Insured's book and records at any time during the policy period and any extension thereof, and during a three (3) year period following termination or expiry.

## 9. Inspections, Surveys and Audits

9.1 The Insurer has the right to:

- (a) Make inspections and surveys at any time;
- (b) Give the Insured reports on the conditions; and
- (c) Recommend changes.

9.2 The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions undertaken relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:

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

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**9.3** Paragraphs 9.1 and 9.2 of the Common Policy Conditions apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**9.4** Paragraph 9.2 of the Common Policy Conditions does not apply to any inspections, surveys, reports or recommendations the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

### **10. Changes**

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

### **11. Termination / Cancellation**

This Policy may be terminated in accordance with the Statutory Conditions or, if applicable, the General Conditions applicable to the Province of Quebec, subject to the following modifications:

**11.1** We agree that where notice of termination is for any reason other than non-payment of premium, we will not terminate this Policy without first giving each Named Insured thirty days' written notice of termination by registered mail or five days' notice if personally delivered. Except in the Province of Quebec, the thirty days mentioned in sub condition 11.1. of this provision commences to run on the day following receipt of the registered letter at the post office to which it is addressed. In the Province of Quebec, the thirty days mentioned in sub condition 11.1. of this provision commences to run from the date of receipt of the notice of termination at your latest known address.

**11.2** We agree that where notice of termination is due to non-payment of premium, we will not terminate this Policy without first giving each Named Insured fifteen days' written notice of termination by registered mail. Except in the Province of Quebec, the fifteen days mentioned in sub condition 11.2. of this provision commences to run on the day following receipt of the registered letter at the post office to which it is addressed. In the Province of Quebec, the fifteen days mentioned in sub condition 11.2. of this provision commences to run from the date of receipt of the notice of termination at your latest known address.

### **12. Premium**

The first Named Insured specified in the Declarations:

**12.1** Is responsible for the payment of all premiums; and

**12.2** Will be the payee for any return premiums the Insurer pays.

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## 13. No Benefit to Bailee

No person or organization, other than the Insured, having custody of Covered Property will benefit from this insurance.

## 14. Liberalization

If, during the policy period, we adopt a coverage change to the Commercial Package Policy, or rules or regulations affecting the Policy are revised by statute or otherwise, so as to broaden the insurance coverage without an additional premium charge, such extended or broadened insurance will become a standard term of this Policy and will be used to your benefit.

## 15. Currency Clause

All limits, premiums and other amounts expressed in this Policy are in Canadian currency unless otherwise specified in the Declarations or any endorsement attached to the Policy.

## 16. Other Insurance

**16.1** If there is other insurance covering the same loss or damage, the Insurer will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether the Insured can collect on such other insurance or not. But the Insurer will not pay more than the applicable Limit of Insurance that applies under this agreement.

**16.2** If this Policy is deemed by law to contribute to a loss with other insurance, the Insurer will pay only their proportionate share of the loss, up to the applicable Limit of Insurance. The share of the loss of the Insurer will be the proportion that the applicable Limit of Insurance of this Policy bears to the total applicable amount of insurance available from all insurance.

**16.3** To the extent this Policy replaces another policy, coverage under this Policy shall not become effective until such other policy has terminated.

## 17. Titles of Paragraph

The titles of the various paragraphs of this Policy (and of endorsements if any, now or hereafter attached to this Policy) are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

## 18. Change of Interest

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

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## 19. Bankruptcy or Insolvency

Bankruptcy, insolvency or inability to pay of the Insured or the Insured's estate will not relieve the Insurer of its obligations under this Policy. Under no circumstances will such bankruptcy, insolvency or inability to pay require the Insurer to drop down and replace the deductible or assume any obligation associated with said Deductible.

## 20. Language Clause

### English Text Clause

The Insured declare(s) and agree(s) that this Policy has been drawn in the English language in order to enable the coverages herein specified to be underwritten by Insurer offering the required coverages, thus permitting the use of the necessary applicable clauses in the language of their customary issuance and interpretation, thereby avoiding confusion, misinterpretation, and/or disparity of coverage which could otherwise be detrimental to their interest.

### Clause de Texte

L'assuré déclare et convient que le présent document d'assurance a été rédigé dans la langue anglaise afin que la souscription des garanties exigées soit effectuée par des assureurs offrant les disponibilités requises, permettant ainsi l'usage des clauses nécessaires dans la langue de leur publication et de leur interprétation coutumière évitant toute confusion, erreur d'interprétation ou disparité de garantie qui pourraient autrement être préjudiciables à ses intérêts.

## 21. Coverage Territory

Unless otherwise specified elsewhere in the Policy, the coverage provided under this Policy applies to your operations worldwide, except coverage does not apply to:

- (a) any liability arising out of the sale or receipt of any product(s) or service(s);
- (b) any liability arising out of business or employee travel;
- (c) any fixed assets; or
- (d) any worldwide shipments of goods

to, from or in the following:

- (i) any nation in which Canadian companies are not permitted to do business, or which are or become subject to trade sanctions by the government of Canada;
- (ii) any country or political subdivision, outside of Canada, its territories and possessions, in which by that country's or political subdivision's insurance laws and regulations, the Insurer is not allowed to insure risks.

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Subject to the coverage territory described above, the settlement, investigation and defence provisions of this policy will apply to claims made or suits brought anywhere in the world provided such suit emanates from loss caused by an occurrence arising from your operations in the coverage territory to which this insurance applies.

In jurisdictions where we may be prevented by law or otherwise from paying on your behalf or defending you, we will:

- (1) pay you those sums you become legally obligated to pay as loss to which this insurance applies; and
- (2) pay the cost of defence and aid and/or manage your defence.

### 22. Non-Admitted Insurance

**22.1** This Policy provides primary insurance coverage only for those foreign locations covered under this Policy that do not have another primary or local policy issued in a country outside of Canada.

**22.2** The coverage provided under this Policy may be considered to be non-admitted insurance in many countries of the world. In such countries, the Insured may be required by local jurisdiction(s) to purchase compulsory insurance from locally admitted insurance carriers and the Insurer and the subsidiaries, partners or associated insurance companies of the Insurer will not be responsible for any fines, penalties, taxes or other costs imposed by any jurisdiction on any party for the failure of the Insured to do so.

**22.3** When this Policy is non-admitted insurance, the Insurer and the subsidiaries, partners or associated insurance companies of the Insurer are not responsible for providing any locally required bonds, certificate of insurance, loss payable endorsements, mortgagee endorsements or any other documents as evidence of insurance.

**22.4** This policy is not a substitute for compulsory admitted insurance in any jurisdiction, regardless of whether it would qualify as compulsory admitted insurance in a given jurisdiction or is accepted by the appropriate authorities as proof of compulsory admitted insurance.

### 23. Economic and Trade Sanctions

Whenever coverage provided by this policy would be in violation of any applicable economic or trade sanctions law such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of such economic or trade sanctions law shall also be null and void.

### 24. Legal Action Against Us

No person or organization has a right under this Coverage Form:

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- 24.1 To join us as a party or otherwise bring us into an “action” asking for damages from an insured; or
- 24.2 To sue us on this Policy 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; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limits 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 an insurer for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

### 25. Notice of Membership in Liberty Mutual Holding Company Inc.

- 25.1 While this Policy is in effect, the Named Insured is a member of Liberty Mutual Holding Company Inc. and is entitled to vote either in person or by proxy at any and all meetings of the members of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is held in Boston, Massachusetts on the second Wednesday in April each year at ten o’clock in the morning.
- 25.2 The Named Insured shall participate in the distribution of any dividends declared by us for this Policy. The amount of the Named Insured’s participation is determined by the decision of our Board of Directors in compliance with any laws that apply.

### 1. GENERAL CONDITIONS (Applicable to the Province of Quebec)

This Policy is subject to the Civil Code of the Province of Quebec. Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations. References to the Code are for information only and are not necessarily intended to reflect its official wording. These Provisions apply to all perils insured by this Policy, except where such terms may be modified or supplemented by forms or endorsements attached.

#### 1.1 Statements

##### (a) Representation of risk (Article 2408)

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

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The client means the person submitting an insurance application.

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

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it. On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.

(c) **Misrepresentations or concealment (Articles 2410, 2411 and 2466)**

Any misrepresentation or concealment of relevant facts mentioned in paragraph 1.1 (a) of this General Conditions, and in paragraph 1.1 (b) of this General Conditions, by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

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

(d) **Warranties (Article 2412)**

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

## 1.2 General Provisions

(a) **Insurable interest (Articles 2481 and 2484)**

(applicable only to property insurance)

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

(b) **Changes (Article 2405)**

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



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(c) **Assignment (Articles 2475 and 2476)**

This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property. Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a co-Insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations that were incumbent upon the Insured.

(d) **Books and records**

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

(e) **Inspection**

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

(f) **Currency**

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

### 1.3 Losses

(a) **Notice of loss (Article 2470)**

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice. In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

(b) **Information to be provided (Article 2471)**

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

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Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf. In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

(c) **False representation (Article 2472)**

Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates. However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

(d) **Intentional Fault (Article 2464)**

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault. Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault. Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

(e) **Notice to police**

(applicable to property insurance only)

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

(f) **Safeguarding and examination of property (Article 2495)**

(applicable to property insurance only)

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable. The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer.

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

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(g) **Admission of liability and cooperation**

The Insured shall cooperate with the Insurer in the processing of all claims.  
(The following two paragraphs are applicable to liability insurance only: article 2504).  
No transaction made without the consent of the Insurer may be set up against him.

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

(h) **Right of action (Article 2502)**

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

## 1.4 Compensation and Settlement

(a) **Basis of settlement (Articles 2490, 2491, 2493)**

(applicable to property insurance only)  
Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of loss as normally determined. In unvalued policies, the Limit of Insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of the insured property. If the Limit of Insurance is less than the value of the property the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity in the event of partial loss.

(b) **Pair and set**

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

(c) **Parts**

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

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(d) **Replacement (Article 2494)**

(applicable to property insurance only)

Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the insured property. He is then entitled to salvage and may take over the property.

(e) **Time of payment (Articles 1591, 2469 and 2473)**

The Insurer shall pay the indemnity within sixty days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract. Any outstanding premium may be deducted from the indemnity payable.

(f) **Property of others**

(applicable to property insurance only)

Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

(g) **Waiver**

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

(h) **Limitation of actions (Article 2925)**

Every action or proceeding against the Insurer under this policy shall be commenced within three years from the date the right of action has arisen.

(i) **Subrogation (Article 2474)**

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

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## 1.5 Other Insurance

### (a) Property insurance (Article 2496)

The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of his choice, each being liable only for the amount he has contracted for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured.

Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

### (b) Liability insurance

The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

#### (i) Contribution by equal share:

If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributed an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

#### (ii) Contribution by limits:

If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

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## 1.6 Cancellation (Articles 2477 and 2479)

This policy may be cancelled at any time:

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

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

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

## 1.7 Notice

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

## 1. STATUTORY CONDITIONS (Applicable to the Provinces of British Columbia and Alberta)

**Statutory Conditions** 2.1 and 2.6 to 2.13 apply to contracts of insurance against loss or damage to property. The remaining **Statutory Conditions** apply to property policies and to all non-exempt contracts of insurance to which the Insurance Acts of Alberta or British Columbia apply.

If any condition below contains a variation, omission or addition to the statutory condition established by the applicable Provincial or Territorial statute, then the statutory condition established by Provincial or Territorial statute prevails. If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder will remain in full force and effect.

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## 1.1 Misrepresentation

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

## 1.2 Property of Others

The insurer is not liable for loss or damage to property owned by a person other than the insured unless:

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

## 1.3 Change of Interest

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

## 1.4 Material Change in Risk

- (a) The insured must promptly give notice in writing to the insurer or its agent of a change that is
  - (i) material to the risk, and
  - (ii) within the control and knowledge of the insured.
- (b) If an insurer or its agent is not promptly notified of a change under subparagraph (a) of this condition, the contract is void as to the part affected by the change.
- (c) If an insurer or its agent is notified of a change under paragraph 2.4 (a) of this General Conditions, Statutory Condition, of this condition, the insurer may:
  - (i) terminate the contract in accordance with paragraph 2.5 of this General Conditions, Statutory Conditions, or
  - (ii) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (d) If the insured fails to pay an additional premium when required to do so under paragraph 2.4(c)(ii) of this General Conditions, Statutory Condition, the contract is terminated at that time and paragraph 2.5(b)(i) of this General Conditions, Statutory Condition applies in respect of the unearned portion of the premium.

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## 1.5 Termination of Insurance

- (a) The contract may be terminated
  - (i) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (ii) by the insured at any time on request.
- (b) If the contract is terminated by the insurer,
  - (i) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (ii) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (c) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (d) The 15-day period referred to in paragraph 2.5(a)(i) of this General Conditions, Statutory Condition of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

## 1.6 Requirements After Loss

- (a) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of paragraph 2.9 of this General Conditions, Statutory Condition,
  - (i) immediately give notice in writing to the insurer,
  - (ii) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
    - (1) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
    - (2) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,



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- (3) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
- (4) stating the amount of other insurances and the names of other insurers,
- (5) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
- (6) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
- (7) stating the place where the insured property was at the time of loss,
- (iii) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (iv) if required by the insurer and if practicable,
  - (1) produce books of account and inventory lists,
  - (2) furnish invoices and other vouchers verified by statutory declaration, and
  - (3) furnish a copy of the written portion of any other relevant contract.

(b) The evidence given, produced or furnished under paragraph 2.6(a) (iii) and (iv) of this General Conditions, Statutory Condition must not be considered proofs of loss within the meaning of paragraph 2.12 and 2.13 of this General Conditions, Statutory Condition.

## 1.7 Fraud

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

## 1.8 Who May Give Notice and Proof

Notice of loss under paragraph 2.6(a)(i) of this General Conditions, Statutory Condition may be given and the proof of loss under paragraph 2.6(a)(ii) of this General Conditions, Statutory Condition may be made

- (a) by the agent of the insured if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for,or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in paragraph 2.8(a) of this General Conditions, Statutory Condition.

# Commercial Package Policy

## 1.9 Salvage

- (a) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (b) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under paragraph 2.9 (a) of this General Conditions, Statutory Condition.

## 1.10 Entry, Control, Abandonment

After loss or damage to insured property, the insurer has

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

## 1.11 In Case of Disagreement

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

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## 1.12 When Loss Payable

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

## 1.13 Repair or Replacement

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

## 1.14 Notice

- (a) 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.
- (b) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

## 2. STATUTORY CONDITIONS

**(Applicable to all provinces and territories except Alberta, British Columbia and Quebec)**

The **Statutory Conditions** apply to all perils insured by this policy including but not limited to fire and, as modified by forms or endorsements, to all sections of this Policy.

If any condition below contains a variation, omission or addition to the statutory condition established by the applicable Provincial or Territorial statute, then the statutory condition established by Provincial or Territorial statute prevails. If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder will remain in full force and effect.

### 2.1 Misrepresentation

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

# Commercial Package Policy

## 2.2 Property of Others

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

## 2.3 Change of Interest

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

## 2.4 Material Change

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected by the change, unless the change is promptly notified in writing to the Insurer or its local agent. The Insurer, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium. In default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

## 2.5 Termination

(a) This contract may be terminated:

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

- (1) five days before the effective date of termination if personally delivered;
- (2) fifteen days before the effective date of termination if the contract is terminated by registered mail for non-payment of premium; or
- (3) thirty days before the effective date of termination if the contract is terminated by registered mail for any other reason.

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

(b) When this contract is terminated by the Insurer:

- (i) the Insurer shall refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, subject to any minimum retained premium specified; and
- (ii) the refund shall accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

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- (c) When this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (d) The refund may be made by money, postal or express company money order or cheque payable at par.
- (e) The fifteen and thirty days mentioned in paragraphs 3.5(a)(i)(1), (2) and (3) of this General Conditions, Statutory Condition commence to run on the day following the receipt of the registered letter at the post office to which it is addressed.

### 2.6 Requirements After Loss

- (a) Upon the occurrence of any loss or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements within paragraphs 3.9, 3.10 and 3.11 of this General Conditions, Statutory Condition of conditions:
  - (i) immediately give notice of the loss or damage in writing to the Insurer;
  - (ii) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:
    - (1) giving a complete inventory of the lost or damaged property and showing in detail quantities, costs, "actual cash value" and particulars of amount of loss claimed,
    - (2) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
    - (2) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
    - (4) showing the amount of other insurances and the names of other insurers,
    - (5) showing the interest of the Insured and of all others in the property with particulars of all mortgages, liens, encumbrances and other charges upon the property,

## Commercial Package Policy

- (6) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
  - (7) showing the place where the insured property was at the time of loss or damage;
  - (iii) if required, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cost value;
  - (iv) if required and if practicable, produce accounts, warehouse receipts, stock lists, invoices and other pertinent records, verified by statutory declaration, as well as any relevant contracts or agreements with others;
- (b) The evidence furnished under paragraphs 3.6(a) (iii) and (iv) of this General Conditions, Statutory Condition shall not be considered proofs of loss within the meaning of paragraphs 3.12 and 3.13 of this General Conditions, Statutory Condition.

### 2.7 Fraud

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

### 2.8 Who May Give Notice and Proof

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

### 2.9 Salvage

- (a) The Insured, in the event of any loss or damage to any insured property, shall take all reasonable steps to prevent further damage to such property and to prevent damage to other insured property including, if necessary, removal to a secure location.
- (b) The Insurer shall contribute proportionately, according to the respective interests of the parties, towards any reasonable and proper expenses in connection with steps taken by the Insured and required under paragraph 3.9(a) of this General Conditions, Statutory Condition.

### 2.10 Entry, Control, Abandonment

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

### 2.11 Appraisal

In the event of disagreement as to the value of the insured property or the value of the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all

## Commercial Package Policy

other questions. There shall be no right to an appraisal until a specific demand for one is made in writing and until proof of loss has been delivered.

### 2.12 **When Loss Payable**

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

### 2.13 **Replacement**

- (a) The Insurer, instead of making payment, may repair, rebuild, or replace the property lost or damaged, giving written notice of its intention to do within thirty days after receipt of the proof of loss.
- (b) In that event, the Insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.

### 2.14 **Action**

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

\*two years in the Province of Manitoba and Yukon Territory.

\*\*does not apply in the Province of Saskatchewan.

### 2.15 **Notice**

Any written notice to the Insurer may be sent by registered mail or delivered to the chief agency or any office of the Insurer in Canada. Written notice may be given to the Insured by letter personally delivered to the Insured or by registered mail addressed to the Insured at the Insured's latest post office address as notified to the Insurer. In this condition. The expression "registered" means registered in or outside Canada.

## NAMED INSURED ENDORSEMENT

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Effective Date:

Policy Number:

Issued to:

**This endorsement is attached to, forms part of and modifies insurance provided under the following Coverage Form(s) of the Commercial Package Policy:**

- **Common Policy Coverage Form**

**Except as expressly provided here-in, coverage provided under this endorsement is subject to all the terms of Commercial Package Policy and in particular the terms set out in the Coverage Form(s) noted above, if applicable.**

The Named Insured shall include:

- 

Notice to the first Named Insured shall be deemed to mean notice to all Insureds.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**



## **TERRITORY RESTRICTION (CANADA ONLY)**

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Effective Date:

Policy Number:

Issued to:

**THIS ENDORSEMENT IS ATTACHED TO, FORMS PART OF AND MODIFIES  
INSURANCE PROVIDED UNDER THE FOLLOWING COVERAGE FORM(S) OF THE  
COMMERCIAL PACKAGE POLICY:**

- **COMMERCIAL POLICY COVERAGE FORM**

It is agreed that Item 21. Coverage Territory is deleted and replaced with the following:

**21. "Coverage territory"** means anywhere in Canada.

Subject to the coverage territory described above, the settlement, investigation and defense provisions of this policy will apply to claims made or suits brought anywhere in the world provided such suit emanates from loss caused by an occurrence arising from your operations in the coverage territory to which this insurance applies

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

# Commercial Package Policy

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Through this Coverage Form the words “you” and “your” refer to the Named Insured specified in the Declarations, and any other person or organization qualifying as a Named Insured under paragraph 9.3 of this Coverage Form, Who is an Insured. The words “we”, “us” and “our” refer to the Insurer.

The word “insured” means you or any person or organization qualifying as such under paragraph 9 of this Coverage Form, Who Is an Insured.

Words and phrases that appear in quotation marks have a special meaning. Refer to paragraph 13 of this Coverage Form, Commercial General Liability Specific Definitions.

### 1. Coverage A. Bodily Injury and Property Damage Liability

#### 1.1 Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of the “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “action” seeking those damages. However, we will have no duty to defend the insured against any “action” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion investigate any “occurrence” and settle any claim or “action” that may result. But:
- (i) The amount we will pay for damages is limited as described in paragraph 10 of this Coverage Form, Limit of Insurance; and
  - (ii) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or by our tendering of the remaining applicable limit of insurance under Coverage A, B or D of this Coverage Form or medical expenses under Coverage C of this Coverage Form.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph 8 of this Coverage Form, Supplementary Payments – Coverages A, B, D and E.
- (b) This insurance applies to “bodily injury” or “property damage” only if:
- (i) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and
  - (ii) The “bodily injury” or “property damage” occurs during the policy period; and
  - (iii) Prior to the policy period, no insured listed under Paragraph 9.1 of this Coverage Form, Who is an Insured, and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
- (c) “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 9.1 of this Coverage Form, Who Is an Insured, or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, includes any

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continuation of that “bodily injury” or “property damage” after the end of the policy period.

- (d) “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 9.1 of this Coverage Form, Who Is an Insured, or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:
  - (i) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
  - (ii) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or
  - (iii) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.
- (e) 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”.

## 1.2 Exclusions

This insurance does not apply to:

- (a) **Expected or Intended Injury**

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

- (b) **Contractual Liability**

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

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

- (c) **Workers’ Compensation and Similar Laws**

Any obligation of the insured under a workers’ compensation, disability benefits or unemployment or employment compensation law or any similar law.

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### (d) **Employer's Liability**

- (i) "Bodily injury" to an "employee" of the insured arising out of and in the course of:
- (1) Employment by the insured; or
  - (2) Performing duties related to the conduct of the insured's business; or
- (ii) Any claim or suit brought by the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph 1.2 (d) (i) above.
- 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 damages with or repay someone else who must pay damages because of the injury.
- This exclusion does not apply to:
- a. Liability assumed by the insured under an "insured contract"; or
  - b. A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

### (e) **Aircraft or Watercraft**

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

- (i) Any aircraft, air cushion vehicles or watercraft that is owned or operated by or rented or loaned to any insured; or
- (ii) Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- (1) A watercraft while on the shore on premises you own or rent;
- (2) A watercraft that is:
  - a. Less than 16 metres long; and
  - b. Not being used to carry persons or property for a charge;
- (3) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

### (f) **Automobile**

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“Bodily injury” or “property damage” arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any “automobile” that is owned or operated by or on behalf of or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion also applies to any motorized snow vehicle or its trailers and, in addition, applies to any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

This exclusion also 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 “automobile” that is owned or operated by, or on behalf of, or rented or loaned to any insured.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “bodily injury” or “property damage”.

This exclusion does not apply to:

- (i) “Bodily injury” to an “employee” of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers’ compensation law.
- (ii) “Bodily injury” or “property damage” arising out of a defective condition in, or improper maintenance of, any “automobile” that is owned by the insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the “automobile” is insured.

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- (iii) “Bodily injury” or “property damage” arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment, but this exception does not apply when such equipment is used for the purpose of “loading or unloading”.
- (iv) “Bodily injury” or “property damage” arising out of “loading or unloading” if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation.

(g) **Damage to Property**

“Property damage” to:

- (i) Property at any time owned, rented, or occupied by you 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;
- (ii) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (iii) Property loaned to you;
- (iv) Personal property in your care, custody or control;
- (v) 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
- (vi) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

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

Paragraph (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

(h) **Damage to Your Product**

“Property damage” to “your product” arising out of it or any part of it.

(i) **Damage to Your Work**

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

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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.

(j) **Damage to Impaired Property or Property Not Physically Injured**

“Property damage” to “impaired property” or property that has not been physically injured, arising out of:

- (i) A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
- (ii) 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.

(k) **Recall of Products, Work or Impaired Property**

Damage claimed for 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:

- (i) “Your product”;
- (ii) “Your work”; or
- (iii) “Impaired property”;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

(l) **Electronic Data and Access or Disclosure of Confidential or Personal Information**

Damage arising out of:

- (i) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”; or
- (ii) Any unauthorized access to or disclosure of any person’s or organization’s confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, health information or any other type of non-public information.

(m) **Personal and Advertising Injury**

“Bodily injury” arising out of “personal and advertising injury”.

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(n) **Professional Services**

Any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the rendering of or the failure to render "professional services" by the insured, except such services as are an integral part of other work performed by or on behalf of the insured or are incidental to the manufacture, installation, sale, handling or distribution of "your product".

## 2. Coverage B. Personal and Advertising Injury Liability

### 2.1 Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages because of the "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "action" seeking those damages. However, we will have no duty to defend the insured against any "action" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or "action" that may result. But:

- (i) The amount we will pay for damages is limited as described in paragraph 10 of this Coverage Form, Limit of Insurance; and
- (ii) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or by our tendering of the remaining applicable limit of insurance under Coverage A, B or D of this Coverage Form or medical expenses under Coverage C of this Coverage Form.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph 8 of this Coverage Form, Supplementary Payments, Coverages A, B, D and E.

(b) This insurance applies to "personal and advertising injury" caused by an offence arising out your business but only if the offence was committed in the "coverage territory" during the policy period.

### 2.1 Exclusions

This insurance does not apply to:

(a) **Knowing Violation of Rights of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".



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(b) **Material Published With Knowledge of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(c) **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

(d) **Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

(e) **Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

(f) **Breach of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement"

(g) **Quality or Performance of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(h) **Wrong Description of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(i) **Infringements of Copyright, Patent, Trademark or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

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(j) **Insureds in Media and Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (i) Advertising, broadcasting, publishing or telecasting;
- (ii) Designing or determining content of web-sites for others; or
- (iii) An Internet search, access, content or service provider.

However, this exclusion does not apply to paragraph 13.24 (a), (b) and (c) of this Coverage Form, Commercial General Liability Specific Definitions, "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.

(k) **Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic interactive website, chatroom, interactive forum or bulletin board the insured hosts, owns, or over which the insured exercises control.

(l) **Unauthorized Use of Another's Name or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(m) **Data-Related Liability and Access or Disclosure of Confidential or Personal Information**

"Personal and advertising injury" arising out of any unauthorized access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

### 3. Coverage C. Medical Payments

#### 3.1 Insuring Agreement

- (a) We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (i) On premises you own or rent at the time of the accident;
  - (ii) On ways next to premises you owned or rented at the time of the accident;  
or

## Commercial Package Policy

- (iii) 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 as described in paragraph 8 of this Coverage Form, Limit of Insurance. We will pay reasonable expenses for:
  - (i) First aid administered at the time of an accident;
  - (ii) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (iii) Necessary ambulance, hospital, professional nursing and funeral services.

### 3.2 Exclusions

We will not pay expenses for "bodily injury":

(a) **Any Insured**

To any insured, except "volunteer workers".

(b) **Hired Person**

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

(c) **Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

(d) **Workers Compensation and Similar Laws**

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

(e) **Athletics Activities**

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

# Commercial Package Policy

(f) **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

(g) **Coverage A Exclusions**

Excluded under Coverage A of this Coverage Form.

## 4. Coverage D. Tenants' Legal Liability

### 4.1 Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies. This insurance applies only to "property damage" to premises of others while rented to you or occupied by you. We will have the right and duty to defend the insured against any "action" seeking those damages. However, we will have no duty to defend the insured against any "action" seeking damages for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

- (i) The amount we will pay for damages is limited as described in paragraph 9 of this Coverage Form, Limit of Insurance; and
- (ii) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or by our tendering of the remaining applicable limit of insurance under Coverages A, B or D of this Coverage Form or medical expenses under Coverage C of this Coverage Form.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph 8 of this Coverage Form, Supplementary Payments – Coverages A, B, D and E.

(b) This insurance applies to "property damage" only if:

- (i) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (ii) The "property damage" occurs during the policy period; and
- (iii) Prior to the policy period, no insured listed under paragraph 9.1. of this Coverage Form, Who Is an Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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- (c) "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 9.1. of this Coverage Form, Who Is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
- (d) "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 9.1. of this Coverage Form, Who Is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "property damage"; or
  - (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.

## 4.2 Exclusions

This insurance does not apply to:

(a) **Expected or Intended Injury**

"Property damage" expected or intended from the standpoint of the insured.

(b) **Contractual Liability**

"Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

## 5. Coverage E. Employee Benefits Liability

### 5.1 Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages to any "employee", former "employee" or the beneficiaries or legal representatives of either because of any act, error or omission negligently committed by the insured, or by others for whom the insured is legally liable, in the "administration" of "employee benefit program" of the insured. We will have the right and duty to defend the insured against any "action" seeking these damages. However, we will have no duty to defend the insured against any "action" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "action" that may result. But:

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- (i) The amount we will pay for damages is limited to the amount specified in Limit of Insurance;
- (ii) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or by our tendering of the remaining applicable limit of insurance.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph 8 of this Coverage Form, Defence and Supplemental Payments – Coverages A, B, D, E, and F.

- (b) This Employee Benefits Liability coverage applies only to “action” seeking payment of damages if:
  - (i) the act error or omission is negligently committed in the “administration” of your “employee benefit program”;
  - (ii) the act, error or omission took place after the inception of this policy and before the end of this policy period;
  - (iii) the act, error or omission is negligently committed in Canada or the United States, its territories or possessions and
  - (iv) at the effective date of the policy the Named Insured had no knowledge of or could not have foreseen any circumstances which might lead to a claim or suit.

## 5.2 Limit of Insurance

- (a) The Limit of Insurance specified in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - (i) insureds;
  - (ii) claims made or "actions" brought;
  - (iii) persons or organizations making claims or bringing "actions";
  - (iv) negligent acts, errors or omissions which result in loss; or
  - (v) benefits included in your "employee benefit program".
- (b) The Aggregate Limit is the most we will pay for all damages because of any negligent act, error or omission committed in the "administration" of employee benefit program".
- (c) Subject to paragraph (b) above, the Each Claim Limit is the most we will pay for all damages sustained by any one "employee", including the "employee's" dependents and beneficiaries, because of any negligent act, error or omission committed in the "administration" of "employee benefit program".
- (d) The Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period specified in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding annual or remaining period for the purposes of determining the Limit of Insurance.

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## 5.3 Deductible

Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount, if any, stated in the Declarations as applicable to Employee Benefits Liability.

## 5.4 Exclusions

This insurance does not apply to:

- (a) Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.
- (b) "Bodily injury", "property damage" or "personal and advertising injury".
- (c) Damages arising out of failure of performance of contract by any insured.
- (d) Damages arising out of any insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".
- (e) Any claim based upon:
  - (i) failure of any investment to perform;
  - (ii) errors in providing information on past performance of investment vehicles; or
  - (iii) advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".
- (f) Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.
- (g) Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.
- (h) Taxes, fines or penalties imposed by law.
- (i) Damages arising out of wrongful termination of employment, discrimination or other employment-related practices.
- (j) Any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee in the discharge of fiduciary duties, obligations or responsibilities imposed by the pension Reform Act of 1974 or the Federal Employee Retirement Income Security Act of 1974.

## 6. Coverage F. Employers' Liability

### 6.1 Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" caused by accident sustained by a Canadian resident "employee" of the insured arising out of and in the course of employment by the insured while hired or assigned by you to work at locations anywhere in Canada, but only if the injured "employee" has no right to payment under a workers compensation, disability benefits or unemployment compensation law or any similar law.

### 6.2 Exclusions

This insurance does not apply to:

# Commercial Package Policy

- (a) Liability assumed by the insured under any contract or agreement;
- (b) "Bodily injury" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any insured of any aircraft and watercraft, unless coverage is otherwise provided under Part III – Commercial General Liability;
- (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" while employed in violation of the law with your actual knowledge or the actual knowledge of any of your "executive officers";
- (e) "Bodily injury" arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations;
- (f) "Bodily injury" to an "employee" arising out of the insured's rendering or failure to render "professional services";
- (g) "Bodily injury", other than "incidental medical malpractice injury" to an "employee" due to the rendering of or failure to render by you or on your behalf of any "professional services", or any error or omission, malpractice or mistake in providing those services.

**6.3** The Limit of Insurance for this coverage as specified in the Declarations shall be part of and not in addition to the Commercial General Liability Limits of Insurance specified in the Declarations or in any amending forms, and shall not be cumulative with any Limits of Insurance stated elsewhere in this Policy.

## 7. Common Commercial General Liability Exclusions

The following exclusions apply to Coverages A, B, C, D and F of the Commercial General Liability Coverage Form.

This insurance does not apply to:

### 7.1 Asbestos

"Bodily injury", "property damage" or "personal and advertising injury" related to or in any way arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

### 7.2 Fungi or Spores

- (a) "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean-up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";



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- (b) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or
- (c) Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

For the purpose of the following exception:

- (i) "property damage" means physical injury to animals.
- (ii) "products-completed operations hazard" means all "bodily injury" and "property damage" that arises out of "your product" provided the "bodily injury" or "property damage" occurs after you have relinquished physical possession of "your product".

This exclusion does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" arising directly or indirectly from "fungi" or "spores" that are intentionally incorporated as part of, or are "your product", and you intend "your product" to be:

- (1) applied topically to; or
- (2) ingested by:  
humans or animals.

### 7.3 Nuclear Energy

- (a) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- (b) "Bodily injury", "property damage" or "personal and advertising injury" with respect to which an insured under this Coverage Form 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;

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- (c) “Bodily injury”, “property damage” or “personal and advertising injury” resulting directly or indirectly from the “nuclear energy hazard” arising from:
  - (i) The ownership, maintenance, operation or use of a “nuclear facility” by or on behalf of an 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”; and/or
  - (iii) The possession, consumption, use, handling, disposal or transportation of “fissionable substances”, or of other “radioactive material” (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

This exclusion applies regardless of any other contributing or aggravating cause or event that contribute concurrently or in any sequence to the “bodily injury”, “property damage” or “personal and advertising injury”.

### 7.4 Pollution

- (a) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”:
  - (i) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (1) “Bodily injury” if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or from equipment that is used to heat water for personal use, by the building’s occupants or their guests;
    - (2) “Bodily injury” or “property damage” for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (3) “Bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire”;
  - (ii) 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;
  - (iii) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

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- (1) Any insured; or
- (2) Any person or organization for whom you may be legally responsible; or
- (iv) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (1) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (2) "Bodily injury" or "property damage" sustained at any time within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (v) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (b) Any loss, cost or expense arising out of any:
  - (i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (ii) Claim or "action" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, paragraph 7.4 (b) (2) 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 "action" by or on behalf of a governmental authority.

## 7.5 Terrorism

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

## 7.6 War Risks

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

## 7.7 Silica

Any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form; or
- (b) to any obligation of the insured to indemnify any party for damages, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

This exclusion applies regardless of any other contributing or aggravating cause or event that contribute concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

## 7.8 Lead

Any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the presence, ingestion, inhalation, absorption, exposure to, handling, manufacture, use, sale, installation, removal, release or distribution of lead in any form including any product containing lead. This exclusion applies regardless of any other contributing or aggravating cause or event that contribute concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

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## 7.9 Abuse

- (a) Claims or “actions” arising directly or indirectly from “abuse” committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of “abuse”.
- (b) Claims or “actions” based on your practices of “employee” hiring, acceptance of “volunteer workers” or supervision or retention of any person alleged to have committed “abuse”.
- (c) Claims or “actions” alleging knowledge by an insured of, or failure to report, the alleged “abuse” to the appropriate authority(ies).

## 8. Defence and Supplemental Payments – Coverages A, B, D, E and F

8.1 We will pay, with respect to any claim we investigate or settle, or any “action” against an insured we defend:

- (a) All expenses we incur.
- (b) 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.
- (c) All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or “action”, including actual loss of earnings up to \$1,000 a day because of time off from work.
- (d) All costs assessed or awarded against you in the “action”.
- (e) Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limit of Insurance.

8.2 We will defend you against any claim or “action” for damages covered by this Coverage Form, provided such “action” arise from loss caused by an “occurrence” or offence arising from your operations anywhere in the world to which this insurance applies and which is not otherwise excluded if we are not prevented by law or otherwise from making payments on your behalf.

8.3 In jurisdictions where we are not authorized to investigate, settle or defend any case, you will, under our supervision, make or cause to be made such investigation and defence as is reasonably necessary and, subject to prior written authorization from us, will effect to the extent possible such settlement(s) we and you deem prudent. We will promptly indemnify you for the reasonable cost of such investigation, settlement and defence.

8.4 If we defend an insured against an “action” and an indemnitee of the insured is also named as a party to the “action”, we will defend that indemnitee if all of the following conditions are met:

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- (a) The “action” against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an “insured contract”;
- (b) This insurance applies to such liability assumed by the insured;
- (c) The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the insured in the same “insured contract”;
- (d) The allegations in the “action” and the information we know about the “occurrence” are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- (e) The indemnitee and the insured ask us to conduct and control the defence of that indemnitee against such “action” and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (f) The indemnitee:
  - (i) Agrees in writing to:
    - (1) Cooperate with us in the investigation, settlement or defence of the “action”;
    - (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “action”;
    - (3) Notify any other insurer whose coverage is available to the indemnitee; and
    - (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (ii) Provide us with written authorization to:
    - (1) Obtain records and other information related to the “action”; and
    - (2) Conduct and control the defence of the indemnitee in such “action”.

So long as the above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 1.2 (b) of this Coverage Form, Coverage A – Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for “bodily injury” and “property damage” and will not reduce the Limit of Insurance.

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

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements or we tender the remaining limits to the Named Insured or the indemnitee or pay same into court; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

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## 9. Who is an Insured

### 9.1 If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership, limited liability partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- (c) 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;
- (d) An organization other than a partnership, limited liability 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;  
If you are an organization other than a partnership, limited liability company or joint venture, any of your "subsidiary" companies, or any company over which you exercise control and actively manage will qualify as an insured but only if other valid and collectible insurance does not apply.
- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 9.2 Each of the following is also an insured:

- (a) Your "volunteer workers" 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 than a partnership, limited liability 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":
    - (1) To you, to your partners or members (if you are a partnership, limited liability 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 performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
    - (2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (i) (1) above;

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- (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (i)(1) or (2) above:
  - (4) Arising out of his or her providing or failing to provide professional health care services; or
  - (5) 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.
- (ii) "Property damage" to property:
- (1) At any time owned, occupied or used by,
  - (2) 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, limited liability 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:
- (i) With respect to liability arising out of the maintenance or use of that property; and
  - (ii) 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 Coverage Form.
- (e) Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of an owner's or tenant's possession, occupation or use of property designated for exclusive use.
- 9.3** Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- (a) Coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (b) Coverage A and D of this Coverage Form do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (c) Coverage B of this Coverage Form does not apply to "personal and advertising injury" arising out of an offence committed before you acquired or formed the organization.



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

- 9.4 Any vendor, but only with respect to “bodily injury” or “property damage” arising out of the distribution or sale of “your product” in the regular course of that vendor’s business of “your product” and only if “products-completed operations hazard” coverage is provided under this Coverage Form.

No vendor is an insured with respect to:

- (a) "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however, this exclusion does not apply to liability for damages the vendor would have in the absence of such contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in “your product” made intentionally by the vendor;
- (d) Repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original containers;
- (e) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of “your product”;
- (f) “Your product” which after distribution or sale by you have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance, by or for the vendor;
- (g) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally makes in the usual course of business, in connection with the distribution or sale of “your product”; and/or
- (h) Any of “your product” or completed operations contained within the “products-completed operations hazard” which are excluded under this Coverage Form.

The coverage provided by this Coverage Form does not apply to any person or organization, from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing “your product”.

- 9.5
- (a) Any person or organization (hereinafter called Additional Insured) to whom you are contractually obligated by a written equipment lease or equipment rental agreement to provide them with such insurance as is afforded by this contract;
  - (b) Any person or organization (hereinafter called Additional Insured) from whom you lease premises and to whom you are contractually obligated to provide them with such insurance as is afforded by this contract, but only with respect to their liability arising out of the ownership, maintenance or use of that part of such premises leased to you;

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- (c) any person or organization (hereinafter called Additional Insured) for whom or for which you have contracted to effect insurance. However, the insurance provided for such Additional Insured is restricted to apply solely to liability arising out of operations performed under this contract and only to the extent required by this contract.

The insurance provided under 9.5 (a), 9.5 (b) and 9.5 (c) above does not apply to:

- (i) The “bodily injury” or “property damage” or “personal and advertising injury” which takes place after you cease to lease the equipment or be a tenant in that premises;
- (ii) The “bodily injury” or “property damage” or “personal or advertising injury” arising out of the sole negligence of such person or organization;
- (iii) Structural alterations, new construction, or demolition operations performed by or on behalf of such person or organization;
- (iv) “Property damage” to property owned, used or occupied by or rented to the Additional Insured;
- (v) Property in the care, custody or control of the Additional Insured or over which the Additional Insured is for any purpose exercising physical control.

- 9.6** All operators of “mobile equipment” registered in your name under any motor vehicle registration law is an insured while driving such equipment along a public street or road with your permission. Any person or organization legally responsible for the driving conduct of such operator is also an insured, but only with respect to liability arising out of the operation of the equipment and only if no other valid and collectible insurance is available to cover their liability for such operator.

However, no operator or any other person or organization is an insured with respect to:

- (a) “bodily injury” to a co-employee of the operator; or
- (b) “property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of the operator.

- 9.7** For any person, organization or operator insured by this Coverage Form through paragraphs 9.5. or 9.6. above, we waive any right of recovery we may have against such person, organization or operator because of a payment we make for “bodily injury” or “property damage” or “personal and advertising injury” to which this insurance applies. With respect to any Additional Insured, we will only waive our rights of recovery as required by written contract.

### **10. Limit of Insurance**

- 10.1** The Limit of Insurance specified in the Declarations and the rules below fix the most we will pay regardless of the number of:

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- (a) insureds;
- (b) Claims made or “actions” brought; or
- (c) Persons or organizations making claims or bringing “actions”.

**10.2** The General Aggregate Limit is the most we will pay in a policy period for the sum of:

- (a) Damages under Coverage A of this Coverage Form, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (b) Damages under Coverage B of this Coverage Form;
- (c) Medical expenses under Coverage C of this Coverage Form; and
- (d) Damages under Coverage F of this Coverage Form.

Regardless of the number of “occurrences” that take place within a single policy period.

**10.3** The Products-Completed Operations Aggregate Limit is the most we will pay in a policy period under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" regardless of the number of “occurrences” that take place within a single policy period.

**10.4** Subject to paragraph 10.2. or 10.3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- (a) Damages under Coverage A; and
- (b) Medical expenses under Coverage C of this Coverage Form

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**10.5** Subject to paragraph 10.2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B of this Coverage Form for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**10.6** The Tenants' Legal Liability Limit is the most we will pay under Coverage D of this Coverage Form for damages because of "property damage" to any one premises.

**10.7** Subject to paragraph 10.4 above, the Medical Expense Limit is the most we will pay under Coverage C of this Coverage Form for all medical expenses because of "bodily injury" sustained by any one person.

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

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## 11. Deductible

11.1 Our obligation under Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury, Tenants' Legal Liability and Employee Benefits Liability to pay damages on your behalf applies only to the amount of damages in excess of any Deductible amount stated in the Declarations as applicable to such coverages, and the Limit of Insurance applicable to each "occurrence" for Bodily Injury Liability and Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such Deductible.

11.2 The deductible amounts stated in the Declarations apply as follows:

(a) Per Claim Basis – If the deductible is on a per claim basis, the deductible amount applies:

(i) Under Coverage A of this Coverage Form:

(1) Bodily Injury Liability or Property Damage Liability respectively:

- a. To all damages because of "bodily injury" sustained by one person, or
- b. To all damages because of "property damage" sustained by any one person or organization, as the result of any one "occurrence".

(2) Bodily Injury Liability and Property Damage Liability combined, to all damages sustained by any one person or organization because of "bodily injury" and "property damages" as the result of any one "occurrence".

(ii) Under Coverage B of this Coverage Form, to all damages sustained by one person or organization because of "personal and advertising injury" as the result of any one "occurrence".

(iii) Under Coverage D of this Coverage Form, to all damages sustained by any one person or organization because of "property damage" as the result of any one "occurrence".

(iv) Under Coverage E of this Coverage Form, to all damages sustained by any one person because of negligent acts, errors or omissions in the "administration" of "employee benefit program".

(v) Under Coverage F of this Coverage Form, to all damages sustained by any one "employee".

(b) Per Occurrence Basis – if the deductible is on a per occurrence basis, the deductible applies:

(i) Under Coverage A of this Coverage Form:

(1) Bodily Injury Liability or Property Damage Liability respectively:

- a. To all damages because of "bodily injury" as the result of any one "occurrence", or

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- b. To all damages because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
  - (2) Bodily Liability and Property Damage Liability combined, to all damages sustained by any one person or organization because of "bodily injury" and "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
  - (ii) Under Coverage B of this Coverage Form, to all damages because of "personal and advertising injury" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
  - (iii) Under Coverage D of this Coverage Form, to all damages because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
  - (iv) Under Coverage E of this Coverage Form, to all damages because of negligent acts, errors or omissions in the "administration" of "employee benefit program" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
  - (v) Under Coverage F of this Coverage Form, to all damages because of "bodily injury" as the result of any one "occurrence".
- 11.3** The terms of this insurance, including those with respect to:
- (a) our right and duty to defend any "action" seeking those damages; and
  - (b) your duties in the event of an "occurrence", claim or action,
- apply irrespective of the application of the deductible amount.
- 11.4** We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## 12. Commercial General Liability Conditions

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

### 12.1 Duties In The Event Of Occurrence, Offence, Claim or Action

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:

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- (i) How, when and where the “occurrence” or offence took place;
  - (ii) The names and addresses of any injured persons and witnesses; and
  - (iii) The nature and location of any injury or damage arising out of the "occurrence" or offence.
- (b) If a claim is made or “action” is brought against any insured, you must:
- (i) Immediately record the specifics of the claim or “action” and the date received; and
  - (ii) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or “action” as soon as practicable.
- (c) You and any other involved insured must:
- (i) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “action”;
  - (ii) Authorize us to obtain records and other information;
  - (iii) Cooperate with us in the investigation or settlement of the claim or defence against the “action”; and
  - (iv) 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 insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, admit liability or incur any expense, other than for first aid, without our consent.

### 12.2 Other Insurance

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

(a) **Primary Insurance**

This insurance is primary except when paragraph (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:

- (i) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

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- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (3) If the loss arises out of the maintenance or use of watercraft or “automobile” to the extent not subject to either Exclusion e. or f. of paragraph 1. of this Coverage Form, Coverage A – Bodily Injury and Property Damage Liability.
- (ii) Any other primary insurance available to you covering liability for damages arising out of the premises or operations or products-completed operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A, B or D of this Coverage Form to defend the insured against any “action” if any other insurer has a duty to defend the insured against that “action”. If no other insurer defends, 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:

- (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 Limit of Insurance specified in the Declarations of this Coverage Form.

(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 Limit of Insurance of all insurers.

### 12.3 Premium Audit and Adjustment

- (a) We will compute all premiums for this Coverage Form in accordance with our rules and rates.

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- (b) If premium is specified in the Declarations as Adjustable, the premium shown in this Coverage Form is a deposit premium only. At the close of each policy 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 advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of any minimum annual or minimum retained premium specified in the Declarations of this Coverage Form.
- (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.

## 12.4 Representations

By accepting this Policy, you agree:

- (a) The statements in the Declarations are accurate and complete;
- (b) Those statements are based upon representations you made to us; and
- (c) We have issued this Policy in reliance upon your representations.

## 12.5 Separation of Insureds, Cross Liability

Except with respect to the Limit of Insurance, and any rights or duties specifically assigned in this Coverage Form 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.

## 12.6 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 Coverage 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.

## 12.7 Non-Accumulation of Liability

This Policy will not contribute to or be excess of any other policy issued to any insured if a claim or suit covered by this Policy is also covered by any other Commercial General Liability policy issued by any insurer that is a member of the Liberty Mutual Group of Companies in any policy period.

## 13. Commercial General Liability Specific Definitions

- 13.1 “Abuse” means but not limited to any act, threat or allegation involving molestation, harassment, assault, battery, corporal punishment or any other form of physical, sexual, psychological, emotional or mental abuse.



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**13.2** "Action" means a civil proceeding in which damages because of:

- (a) "bodily injury" or "property damage",
- (b) "personal and advertising injury", or
- (c) a negligent act, negligent error, negligent mistake or an act, error or omission negligently performed in the "administration" of "employee benefit program",

to which this insurance applies are alleged. "Action" includes:

- (i) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- (ii) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our written consent.

**13.3** "Administration" – means:

- (a) giving counsel to employees with respect to the "employee benefit program";
- (b) interpreting the "employee benefit program";
- (c) handling of records in connection with the "employee benefit program"; and/or
- (d) effecting enrolment, termination or cancellation of employees under the "employee benefit program".

**13.4** "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 purposes of this definition:

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

**13.5** "Automobile" means a land motor vehicle, trailer, semitrailer or any other motorized vehicles that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.

**13.6** "Bodily injury" means physical injury, sickness, disease, disability or shock, including death at any time resulting therefrom, mental anguish, mental injury and mental suffering.

**13.7** "Coverage territory" means anywhere in the world, excluding territories prohibited by law or regulation of the country in which this coverage is issued.

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- 13.8** “Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 13.9** “Employee” includes a “leased worker” and a “temporary worker”.
- 13.10** “Employee Benefit Program” – means group life insurance, group health insurance, profit sharing plans, pensions plans, employee stock subscription plans, employee travel, vacation or savings plans, Worker’s Compensation, unemployment insurance, social security and disability benefits insurance.
- 13.11** “Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 13.12** “Fissionable substances” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
- 13.13** “Fungi” includes, but is not limited to, any form or type of mould, yeast, mushroom, bacteria or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any “fungi” or “spores” or resultant mycotoxins, allergens or pathogens.
- 13.14** “Hostile fire” means one which becomes uncontrollable or breaks out from where it was intended to be.
- 13.15** “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:
    - (i) The repair, replacement, adjustment or removal of “your product” or “your work”; or
    - (ii) Your fulfilling the terms of the contract or agreement.
- 13.16** “Incidental medical malpractice injury” means “bodily injury” arising out of the rendering of or failure to render, during the policy period, the following services:
- (a) medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
  - (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

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by any insured or any indemnitee causing the “incidental medical malpractice injury” who is not engaged in the business or occupation of providing any of the services described in i) and ii) above.

**13.17** “Insured contract” means:

- (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- (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 obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
- (f) An elevator maintenance agreement; and/or
- (g) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for damages because of “bodily injury” or “property damage” to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, “Insured Contract” under paragraph (g) does not include that part of any contract or agreement:

- (i) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (ii) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render “professional services”, including those listed in paragraph (i) above and supervisory, inspection, architectural or engineering activities.

**13.18** “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”.

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**13.19** "Loading and unloading" means the handling of property:

- (a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
- (b) While it is in or on an aircraft, watercraft or "automobile"; or
- (c) While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;

but "loading and unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to an aircraft, watercraft or "automobile".

**13.20** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment that is not required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment:

- (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 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:
  - (i) Power cranes, shovels, loaders, diggers or drills; or
  - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- (e) Vehicles not described in paragraph (a), (b), (c) or (d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (ii) Cherry pickers and similar devices used to raise or lower workers;
- (f) Vehicles not described in paragraph (a), (b), (c), or (d) above maintained primarily for purposes other than the transportation of persons or cargo.

**13.21** "Nuclear hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;

**13.22** "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 and uranium or any one or more of them;

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- (b) any equipment or device designed or used for:
  - (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them,
  - (ii) processing or packaging waste;
- (c) 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;
- (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.

**13.23** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**13.24** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offences:

- (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) Infringing upon another's copyrights, trade dress or slogan in your "advertisement".

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

**13.26** "Products-completed operations hazard":

- (a) 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:

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- (i) Products that are still in your physical possession; or
- (ii) Work that has not yet been completed or abandoned. However, "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 job site has been completed if your contract calls for work at more than one job site.
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- (b) Does not include "include "bodily injury" or "property damage" arising out of:
  - (i) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
  - (ii) The existence of tools, uninstalled equipment or abandoned or unused materials.

**13.27** "Professional services" shall include but not be limited to:

- (a) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith, however the furnishing of food or beverages as the sole function of the insured is not "professional services";
- (b) Any professional service or treatment conducive to health;
- (c) Professional services of a pharmacist;
- (d) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- (e) The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
- (f) Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometric services or treatments;
- (g) The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- (h) Supervisory, inspection, architectural, design or engineering services;
- (i) Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
- (j) Any computer programming or re-programming, consulting, advisory or related services; or

## Commercial Package Policy

(k) Claim, investigation, adjustment, appraisal, survey or audit services.

**13.28** “Property damage” means:

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

For the purposes of this insurance, “electronic data” is not tangible property.

**13.29** “Radioactive material” means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

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

**13.31** “Subsidiary” means any entity of which the Named Insured either directly or through one or more “subsidiaries” controls more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization. However, “subsidiary” shall not include any general partnership, unless specifically added to this Policy by endorsement.

**13.32** “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.

**13.33** “Terrorism” means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

**13.34** “Volunteer worker” means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**13.35** “Your product”:

- (a) Means:
  - (i) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

## Commercial Package Policy

- (1) You;
- (2) Others trading under your name; or
- (3) A person or organization whose business or assets you have acquired; and
- (ii) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- (b) Includes
  - (i) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and
  - (ii) The providing of or failure to provide warnings or instructions.
- (c) Does not include vending machines or other property rented to or located for the use of others but not sold.

### 13.36 “Your work”:

- (a) Means:
  - (i) Work or operations performed by you or on your behalf; and
  - (ii) Materials, parts or equipment furnished in connection with such work or operations.
- (b) Includes
  - (i) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”, and
  - (ii) The providing of or failure to provide warnings or instructions.



## **NON OWNED AUTOMOBILE LIABILITY**

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### **S.P.F. No.6 STANDARD NON-OWNED AUTOMOBILE POLICY**

This part of your policy expands your Policy's liability coverage to include non-ownership Automobile Liability Insurance described in this Part. All other provisions of your Policy continue to apply.

#### **INSURING AGREEMENT**

Now, therefore, in Consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated

#### **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 by 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) or any liability imposed upon any person insured by this policy:
  - (1) by any workmen's 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; 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 Item 7 of the application and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

\* Not applicable in the Province of Ontario

## 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 person 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 section A of item 7 of the application; 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 their 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 INSURED

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 Item 3 of the application, 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 an 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 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 used under the control of the Insured in the business stated in Item 3 of the application 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 Item 3 of the application 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 liability under Section A.

### 6. PREMIUM ADJUSTMENT

The Advance Premium stated in item 5 of the application is computed on the estimated total "Cost of Hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein, if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

The Advance premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "Contract Cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this policy.

Applicable to the Province of Alberta:

#### **7. LIMITATIONS OF ACTIONS**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

#### **STATUTORY CONDITIONS**

The insurance provided under this Coverage is Subject to the Automobile Statutory Conditions approved by the Superintendent of Insurance for the Province in which the Policy is issued and upon request the Company will make available a complete copy of same.

**S.P.F. No. 6 (Non Owned Automobile)**

BROKER: **As specified in the Declarations**

Policy No. **As specified in the Declarations**

WHEREAS AN APPLICATION HAS BEEN MADE BY THE APPLICANT (HEREINAFTER CALLED THE INSURED) TO THE INSURER FOR A CONTRACT OF AUTOMOBILE INSURANCE AND THE SAID APPLICATION FORMS PART OF THIS CONTRACT OF INSURANCE AND IS AS FOLLOWS:

**ITEMS**

**APPLICATION**

1. FULL NAME OF THE APPLICANT: **As specified in the Declarations**  
 POSTAL ADDRESS  
 (INCLUDING COUNTY OR DISTRICT)  
 APPLICANT IS (STATE WHETHER INDIVIDUAL, PARTNERSHIP, CORPORATION, MUNICIPALITY OR ESTATE)

2. POLICY PERIOD FROM: **As specified in the Declarations**  
ALL TIMES ARE LOCAL TIMES AT THE APPLICANT'S ADDRESS STATED HEREIN

3. THE AUTOMOBILES IN RESPECT OF WHICH INSURANCE IS TO BE PROVIDED ARE THOSE NOT OWNED IN WHOLE OR IN PART BY, NOR LICENSED IN THE NAME OF THE APPLICANT USED IN THE APPLICANT'S BUSINESS OF:  
**As specified in the Declarations**

4. THE APPLICANT'S PARTNERS, OFFICERS, EMPLOYEES AND AGENTS AS OF THE DATE OF THIS APPLICATION ARE AS FOLLOWS:

LOCATION	PARTNERS, OFFICERS AND EMPLOYEES WHO REGULARLY USE AUTOMOBILES NOT OWNED BY THE APPLICANT IN HIS BUSINESS						ALL OTHER PARTNERS OFFICERS AND EMPLOYEES			ALL APPLICANT'S AGENTS		
	CLASS "A1" PRIVATE PASSENGER			CLASS "A2" COMMERCIAL			CLASS "B"			CLASS "C"		
	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM
		\$			\$			\$			\$	
<b>As known to insurer</b>												

5. "HIRED AUTOMOBILES" - THE AUTOMOBILES HIRED BY THE APPLICANT ARE AS FOLLOWS:

TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATES PER \$100 OF COST OF HIRE	ADVANCE PREMIUM
			\$
<b>As known to insurer</b>			

THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE POLICY PERIOD AS PROVIDED IN THE POLICY.

6. AUTOMOBILES OPERATED UNDER CONTRACT ON BEHALF OF THE APPLICANT ARE AS FOLLOWS:

TYPE OF AUTOMOBILE AND DESCRIPTION OF USE	ESTIMATED CONTRACT COST	RATES PER \$100 OF CONTRACT COST	ADVANCE PREMIUM
<b>As known to insurer</b>			\$

THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE POLICY PERIOD AS PROVIDED IN THE POLICY.

7. THIS APPLICATION IS MADE FOR INSURANCE AGAINST THE PERILS MENTIONED IN THIS ITEM AND UPON THE TERMS AND CONDITIONS OF THE INSURER'S CORRESPONDING STANDARD POLICY FORM AND FOR THE FOLLOWING SPECIFIED LIMIT

INSURING AGREEMENT	PERILS		LIMIT	COMBINED PREMIUMS
<b>SECTION A THIRD PARTY LIABILITY</b>	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE APPLICANT	As specified in the Declarations	(EXCLUSIVE OF INTEREST AND COSTS, FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.	<b>\$Included</b>
ENDORSEMENTS	<b>As specified in the Declarations</b>			<b>\$Included</b>
MINIMUM RETAINED PREMIUM			<b>TOTAL PREMIUM</b>	<b>\$Included</b>

8. HAS ANY INSURER CANCELLED, DECLINED OR REFUSED TO RENEW OR ISSUE AUTOMOBILE INSURANCE TO THE APPLICANT WITHIN THREE YEARS PRECEDING THIS APPLICATION? IF SO, STATE NAME OF INSURER:

**As known to insurer**

9. STATE PARTICULARS OF ALL ACCIDENTS OR CLAIMS ARISING OUT OF THE USE OR OPERATION IN HIS BUSINESS OF NON-OWNED AUTOMOBILES BY THE APPLICANT WITHIN THE THREE YEARS PRECEDING THIS APPLICATION

INJURY TO PERSONS	DAMAGE TO PROPERTY OF OTHERS
<b>As known to insurer</b>	<b>As known to insurer</b>

10. ALL THE STATEMENTS IN THIS APPLICATION ARE TRUE AND THE APPLICANT HEREBY APPLIES FOR A CONTRACT OF AUTOMOBILE INSURANCE TO BE BASED ON THE TRUTH OF THE SAID STATEMENTS

11. **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.**

## **INCLUDED COVERAGES**

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### **S.E.F. NO.96**

#### **CONTRACTUAL LIABILITY ENDORSEMENT**

It is understood and agreed that exclusion (c) of the Insuring Agreement of the Standard Non-Owned Automobile Policy is amended to read as follows:

- c) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than that part of contract or agreement pertaining to your business under which you assume tort liability of another to pay 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 absence of any contract or agreement.

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

### **S.E.F. NO. 99**

#### **EXCLUDING LONG TERM LEASED VEHICLES ENDORSEMENT**

It is understood and agreed that Item 3 (Hired Automobile Defined) of General Provisions and Definitions of the Standard Non-Owned Automobile Policy is amended to read as follows:

The term "Hired Automobiles" as used in this policy means (a) automobiles hired or leased from others with drivers of (b) hired or leased by the Named Insured from others without drivers for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licenced in the name of the Insured of any partner, officer or employee of the Insured.

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

**ONTARIO ENDORSEMENT NO. 98B**  
**REDUCTION OF COVERAGE FOR LESSEES OR DRIVERS OF LEASED VEHICLES ENDORSEMENT**

**1. Purpose of this endorsement:**

This endorsement alters the coverage provided by the Standard Non-Owned Automobile Policy with respect to claims in Ontario for loss or damage arising directly or indirectly from the use or operation of a motor vehicle that is leased. This endorsement applies only to the business of the Insured based in Ontario and of the employees of the Insured situated in Ontario.

**2. How the policy coverage is changed:**

- (i) We also agree to pay on behalf of every partner, officer or employee of the Insured who, in the business if the Insured stated in the application, leases an automobile for a period of not more than 30 days in their own name, all sums which such partner, officer or employee is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s).
- (ii) The insurance provided under this part with respect to leased automobiles is excess of the underlying coverage available to the Insured or to the partner, officer or employee of the Insured.
- (iii) Underlying coverage available to the Insured or to the partner, officer or employee of the Insured includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The term leased, lease and lessee are used as equivalent to rented, rent and renter.

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



## DESIGNATED OPERATIONS EXCLUSION

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Effective Date:

Policy number:

Issued to:

**THIS ENDORSEMENT IS ATTACHED TO, FORMS PART OF AND MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING COVERAGE FORM(S) OF THE COMMERCIAL PACKAGE POLICY:**

- **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising from the following operations of the Insured:

**OPERATIONS:**

- Activist rallies/marches/literature distribution
- Cannabis, Use or Sale (i.e. Cannabis tent or garden)
- Cinematography & photography for commercial use
- Colour party, foam party or raves
- Events or Concerts involving rap, hip-hop, alternative or techno-D
- Events providing room accommodations and/or camping as part of the event
- Events held on airport premises
- Fireworks/pyrotechnics
- Food eating contests
- Fraternity or Sorority events
- Gymnastics
- Gun/knife shows
- Historical battle re-enactments
- In-or-on water activities (pools, lakes, rivers, etc)
- Motorized vehicle/motorcycle/watercraft practicing for, qualifying for, or testing for any racing speed, demolition or stunting activity
- Overnight retreat
- Petting zoos or animals owned, rented or hired by the insured
- Rides, mechanical amusement devices, inflatable recreational devices, dunk tanks, bungee operations/equipment
- Rodeos\*\* (activities including, but not limited to bull or bronco riding, roping activities, or barrel racing)
- Sports events, including, but not limited to try-outs, practices, games or tournaments.
- Trampoline Use or Operations
- Zip Lines
- Including all other operations excluded at the point of purchase and agreed upon by the purchaser

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

## COMMUNICABLE DISEASE EXCLUSION

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Effective Date:

Policy Number:

Issued to:

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**THIS ENDORSEMENT IS ATTACHED TO, FORMS PART OF AND MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING COVERAGE FORM(S) OF THE COMMERCIAL PACKAGE POLICY:**

- **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**EXCEPT AS EXPRESSLY PROVIDED HERE-IN, COVERAGE PROVIDED UNDER THIS ENDORSEMENT IS SUBJECT TO ALL THE TERMS OF COMMERCIAL PACKAGE POLICY AND IN PARTICULAR THE TERMS SET OUT IN THE COVERAGE FORM(S) NOTED ABOVE, IF APPLICABLE.**

This insurance does not apply to any liability based on, attributable to, arising out of or in any way related either, directly or indirectly, to any “communicable disease” arising out of your operations or products.

For the purpose of this Endorsement, “communicable disease” means an illness due to an infectious agent or its toxic products which is transmitted, directly or indirectly, to a person from an infected person or animal or through the agency of an intermediary host or carrier.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

## PERFORMERS BODILY INJURY EXCLUSION

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Effective Date:

Policy Number:

Issued to:

**THIS ENDORSEMENT IS ATTACHED TO, FORMS PART OF AND MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING COVERAGE FORM(S) OF THE COMMERCIAL PACKAGE POLICY:**

- **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This Policy does not apply to “bodily Injury” to any person while performing in any concert, show or theatrical event sponsored by you.

All other terms and conditions of the policy remain unchanged.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

## **FIREWORKS EXCLUSION**

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Effective Date:

Policy Number:

Issued to:

**THIS ENDORSEMENT IS ATTACHED TO, FORMS PART OF AND MODIFIES  
INSURANCE PROVIDED UNDER THE FOLLOWING COVERAGE FORM(S) OF  
THE COMMERCIAL PACKAGE POLICY:**

- **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This insurance does not apply to “personal and advertising injury” or “property damage” caused directly or indirectly, by fireworks, pyrotechnics or any similar explosive material but only with respect to fireworks used by or at the direction of the Insured.

For the purpose of this endorsement, flashboxes shall not be considered fireworks. Flashboxes are devices used to create a visual effect along with an explosive noise. They are induced electronically in a cylinder with no projectile, wadding or wrapping.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

## BLANKET ADDITIONAL INSURED – CONTRACT OR AGREEMENT

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Effective Date:

Policy Number:

Issued to:

**THIS ENDORSEMENT IS ATTACHED TO, FORMS PART OF AND MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING COVERAGE FORM(S) OF THE COMMERCIAL PACKAGE POLICY:**

• **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization with whom the Insured agreed in a written contract or written agreement to provide insurance such as is afforded under the coverage form to which this endorsement is attached, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of “your work” for the additional insured at the location designated in the contract or agreement; or
  - (b) In the maintenance, operation or use of equipment leased to you by such person or organization; or
  - (c) In connection with premises you own, rent, lease or occupy; or
  - (d) In connection with that part of land leased to you.
  
2. The insurance provided to the additional insured herein is limited. This insurance does not apply:
  - (a) Unless the written contract or written agreement:
    - (1) Is currently in effect or becomes effective during the term of this policy; and
    - (2) Was executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury”;
  - (b) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
  - (c) To any:
    - (1) Lessor of equipment after the equipment lease expires; or
    - (2) Managers or lessors of premises or land if:
      - (a) The “occurrence” takes place after you cease to be a tenant in the premises or cease to lease the land; or
      - (b) The “bodily injury”, “property damage” or “personal and advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor;
  - (d) To “bodily injury, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured; or
  - (e) To “bodily injury” or “property damage” arising out of the “products-completed operations hazard” unless required by the written contract or written agreement.
  
3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Coverage Pages, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Coverage Pages

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.