

GENERAL PROVISIONS

1. ASSIGNMENT

Assignment of this Policy shall not be valid except with the written consent of the Insurer.

2. PREMIUM

The provisional premium stated on the Declaration Page is an estimated premium only. Upon termination of this Policy the earned premium shall be computed in accordance with the Insurer's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the premium paid, the Insured named on the Declaration Page shall pay the excess to the Insurer; if less, the Insurer shall return to the Insured named on the Declaration Page the unearned portion paid by the Insured.

3. INSPECTION AND AUDIT

The Insurer or its duly appointed representative shall be permitted but not obligated to inspect the property and operations of the Insured named on the Declaration Page at any time. Neither the Insurer's rights to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured named on the Declaration Page or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. The Insurer may examine and audit the books and records of the Insured named on the Declaration Page at any time during the Policy period and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Policy.

4. WAIVER OF TERM OR CONDITION

No term or condition of this Policy shall be deemed to be waived by this Insurer in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or the investigation or adjustment of any claim under this Policy.

5. TERMINATION OF INSURANCE

This contract may be terminated in accordance with Statutory Condition 5 or, if applicable, General Condition 1. (2) of the Civil Code of the Province of Quebec, Title Fifth of Insurance (replaced 1974, Bill 7, s.2) subject to the following modifications:

- a. The Insurer agrees that where notice of termination is not personally delivered and termination is for any reason other than non-payment of premium, the Insurer will not terminate this contract without first giving to the Insured thirty days written notice of termination. The Insurer further agrees that, except in the Province of Quebec, such written notice of termination will be by registered mail addressed to the Insured at the latest post office address as notified to the Insurer.
- b. Except in the Province of Quebec, the thirty days mentioned in subcondition a. of this provision commences to run on the day following receipt of the registered letter at the post office to which it is addressed.
- c. In the Province of Quebec, the thirty days mentioned in subcondition a. of this provision commences to run from the date of receipt of the notice of termination at the Insureds latest known address.

6. NOTICE

Any written notice to the Insurer may be delivered at or sent by registered mail to the agent through whom this Policy was issued or to any branch of the Insurer in Canada. Written notice may be given to the Insured named on the Declaration Page by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the Insurer; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition, the expression "Registered" shall mean registered in or outside Canada. Notice to the first Insured named on the Declaration page shall constitute notice to all Insureds.

7. CONFORMITY WITH STATUTE

Where the terms of this Policy and forms attached hereto are in conflict with the statutes of the Province in which the property insured is located, such terms are hereby amended to conform to such statutes.

8. CANADIAN CURRENCY CLAUSE

All limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.

9. LAWS OR REGULATIONS PROHIBITING COVERAGE

This insurance does not apply to the extent that any law or regulation including, but not limited to, economic or trade sanction prevents the Insurer from paying the claim.

SPECIMEN ONLY

COMMERCIAL GENERAL LIABILITY POLICY

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

The word "Insured" means any person or organization qualifying as such under Part II – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning and are defined in Part V - Definitions.

In return for the payment of the premium, and subject to all the terms of this policy, the Insurer agrees with the Named Insured to provide insurance as stated in this policy.

Part I – COVERAGES

COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "damages" because of "bodily injury" or "property damage" to which this insurance applies. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "damages". However, the Insurer 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. The Insurer may, at its discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

- 1) The amount the Insurer will pay for "damages" is limited as described in Part III – LIMITS OF INSURANCE;
- 2) The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- 2) The "bodily injury" or "property damage" occurs during the policy period; and
- 3) Prior to the policy period, no insured listed under Paragraph 1) of Part II – 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 1) of Part II – 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 "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 1) of Part II – 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 "bodily injury" or "property damage" to us or any other insurer;
 - 2) Receives a written or verbal demand or claim for "damages" because of the "bodily injury" or "property damage"; or
 - 3) 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".
- f. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

a. 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" 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":

- 1) That the Insured would have in the absence of the contract or agreement; or
- 2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be "damages" because of "bodily injury" or "property damage", provided:
 - a) Liability to such party for, or at the cost of, that party's defence has also been assumed in the same "insured contract"; and
 - b) 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 compensation law or any similar law.

d. Employer's Liability

"Bodily injury" to

- 1) An "employee" of the Insured arising out of and in the course of:
 - a) Employment by the Insured; or
 - b) Performing duties related to the conduct of the Insured's business; or
- 2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph 2.d.1) 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:

- 1) To liability assumed by the Insured under an "Insured contract"; or
- 2) To employees on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers' compensation law.

e. Auto

"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" owned or operated by or on behalf of or rented or loaned to any Insured. Use includes operation and "loading or unloading". 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 applies to any motorized snow vehicle or its trailers and 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 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 rented or loaned to any Insured.

This exclusion does not apply to:

- 1) "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.
- 2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" 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.
- 3) 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".

f. Aircraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use, operation, “loading or unloading”, or entrustment to others, by or on behalf of any Insured of:

- 1) Any aircraft (other than “unmanned aircraft”), air cushion vehicle or watercraft owned or operated by or rented or loaned to any Insured; or
- 2) Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

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 ashore on premises the Named Insured owns or rents;
- 2) A watercraft that the Named Insured does not own that is:
 - a) Less than 8 meters long; and
 - b) Not being used to carry persons or property for a charge; or
- 3) “Bodily injury” to an employee of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers compensation law.

g. Damage To Property

“Property damage” to:

- 1) Property owned or occupied by, or rented or loaned to, any Insured;
- 2) Premises any Insured sells, gives away or abandons, if the “property damage” arises out of any part of those premises;
- 3) Property in the care, custody or control of any Insured;
- 4) That particular part of real property on which any Insured or any contractor or subcontractor working directly or indirectly on any Insured’s behalf is performing operations, if the “property damage” arises out of those operations; or
- 5) That particular part of any property that must be restored, repaired or replaced because “the Named Insured’s work” was incorrectly performed on it.

Paragraph 2) of this exclusion does not apply if the premises are “the Named Insured’s work” and were never occupied, rented or held for rental by the Insured.

Paragraph 3), 4), and 5) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 5) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

h. Damage To The Named Insured’s Product

“Property damage” to “the Named Insured’s product” arising out of such products or any part of such products.

i. Damage To The Named Insured's Work

"Property damage" to "the Named Insured's work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Insured's 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:

- 1) A defect, deficiency, inadequacy or dangerous condition in "the Named Insured's product" or "the Named Insured's work"; or
- 2) A delay or failure by any Insured or anyone acting on any Insured's 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 "the Named Insured's product" or "the Named Insured's work" after it has been put to its intended use.

k. Recall Of Products, Work Or Impaired Property

"Damages" claimed for any loss, cost or expense incurred by any Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 1) "The Named Insured's product";
- 2) "The Named Insured's work"; or
- 3) "Impaired property";

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

l. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

m. Access or Disclosure of Confidential or Personal Information and Data-Related Liability – See Common Exclusions

n. Asbestos – See Common Exclusions.

o. Employment-Related Practices – See Common Exclusions

p. Fungi and Fungal Derivatives – See Common Exclusions.

q. Lead – See Common Exclusions

r. Nuclear Liability – See Common Exclusions.

s. Pollution – See Common Exclusions.

t. Professional Liability – See Common Exclusions.

u. Radioactive Matter – See Common Exclusions

v. Silica or Silica-Related Dust – See Common Exclusions

w. Terrorism – See Common Exclusions.

- x. **Unmanned Aircraft** – See Common Exclusions
- y. **War Risks** – See Common Exclusions.

COVERAGE B. PERSONAL and ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as “damages” because of “personal and advertising injury” to which this insurance applies. The Insurer will have the right and duty to defend any “action” seeking those “damages”. However, the Insurer 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. The Insurer may, at its discretion, investigate any offense and settle any claim or "action" that may result. But:
 - 1) The amount the Insurer will pay for “damages” is limited as described in Part III - LIMITS OF INSURANCE; and
 - 2) The Insurer’s right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.No other obligation to pay sums or perform acts or service is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D.
- b. This insurance applies to “personal and advertising injury” caused by an offence arising out of the Named Insured’s business but only if the offence was committed in the “coverage territory” during the policy period.

2. 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”.

c. 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.

d. 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.

e. Criminal Acts

“Personal and advertising injury” arising out of a criminal act committed by or with the consent of the Insured.

f. 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..

g. Breach Of Contract

“Personal and advertising injury” arising out of breach of contract, except an implied contract to use another’s advertising idea in the Named Insured’s “advertisement”.

h. 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 the Named Insured’s “advertisement”.

i. Wrong Description Of Prices

“Personal and advertising injury” arising out of the wrong description of the price of goods, products or services stated in the Named Insured’s “advertisement”.

j. Media Type Business

“Personal and advertising injury” committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

“Personal and advertising injury” arising out of an electronic chatroom or bulletin board that any Insured hosts, owns, or over which any Insured exercises control.

l. Infringement 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 the Named Insured’s “advertisement” of copyright, trade dress or slogan.

m. Unauthorized Use Of Another’s Name Or Product

“Personal and advertising injury” arising out of the unauthorised use of another’s name or product in the Named Insured’s e-mail address, domain name or metatag, or any other similar tactics to mislead another’s potential customers.

n. Access or Disclosure of Confidential or Personal Information and Data-Related Liability – See Common Exclusions

o. Asbestos – See Common Exclusions.

p. Employment-Related Practices – See Common Exclusions

q. Fungi and Fungal Derivatives – See Common Exclusions.

r. Lead – See Common Exclusions

s. Nuclear Liability – See Common Exclusions.

t. Pollution – See Common Exclusions.

u. Professional Liability – See Common Exclusions.

v. Radioactive Matter – See Common Exclusions

w. Silica or Silica-Related Dust – See Common Exclusions

- x. **Terrorism** – See Common Exclusions.
- y. **Unmanned Aircraft** – See Common Exclusions
- z. **War Risks** – See Common Exclusions

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- a. The Insurer will pay medical expenses as described below for “bodily injury” caused by an accident:
 - 1) On premises the Named Insured owns or rents;
 - 2) On ways next to premises the Named Insured owns or rents; or
 - 3) Because of the Named Insured’s operations; provided that:
 - a) The accident takes place in the “coverage territory” and during the policy period;
 - b) The expenses are incurred and reported to the Insurer within one year of the date of the accident; and
 - c) The injured person submits to examination, at the Insurer’s expense, by physicians of the Insurer’s choice as often as the Insurer reasonably requires.
- b. The Insurer will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. The Insurer will pay reasonable expenses for:
 - 1) First aid at the time of an accident;
 - 2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - 3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

The Insurer 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 the Named Insured owns or rents that the person normally occupies.

d. Workers’ Compensation And Similar Laws

To a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers’ compensation or disability benefits law or a similar law.

e. Athletic Activities

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

f. Payment Prohibited By Law

The payment of which is prohibited by law.

g. Products-Completed Operations Hazard

Included within the “products-completed operations hazard”.

h. Coverage A Exclusions

Excluded under Coverage A.

COVERAGE D. TENANTS' LEGAL LIABILITY

1. Insuring Agreement

The Insurer will pay those sums that the Insured becomes legally obligated to pay as “damages” because of “property damage” to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, and D. This insurance applies only to “property damage” to premises of others rented to the Named Insured, or occupied by the Named Insured. This insurance applies only to “property damage” which occurs during the policy period. The “property damage” must be caused by an “occurrence”. The “occurrence” must take place in the “coverage territory”. The Insurer will have the right and duty to defend any “action” seeking those “damages” but:

- a. The amount the Insurer will pay for “damages” is limited as described in Part III – LIMITS OF INSURANCE;
- b. The Insurer may investigate and settle any claim or “action” at the Insurer’s discretion; and
- c. The Insurer’s right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.

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 other than a lease of premises. This exclusion does not apply to liability for “damages” that the Insured would have in the absence of the contract or agreement.

c. Access or Disclosure of Confidential or Personal Information and Data-Related Liability – See Common Exclusions

d. Asbestos – See Common Exclusions.

e. Employment-Related Practices – See Common Exclusions

- f. Fungi and Fungal Derivatives** – See Common Exclusions.
- g. Lead** – See Common Exclusions
- h. Nuclear Liability** – See Common Exclusions.
- i. Pollution** – See Common Exclusions.
- j. Professional Liability** – See Common Exclusions.
- k. Radioactive Matter** – See Common Exclusions Terrorism – See Common Exclusions.
- l. Unmanned Aircraft** – See Common Exclusions
- m. War Risks** – See Common Exclusions.

COMMON EXCLUSIONS – COVERAGES A, B, C and D

This insurance does not apply to:

1. Access or Disclosure of Confidential or Personal Information and Data-Related Liability

“Bodily injury”, “property damage”, or “personal and advertising injury” related to or arising out of:

- a.** Any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b.** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data.”

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense arising out of that which is described in Paragraph **a.** or **b.** above.

However, unless Paragraph **a.** above applies, this exclusion does not apply to damages because of “bodily injury.”

2. Asbestos

"Bodily injury", "property damage" or “personal and advertising injury” related to or arising out of 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”.

3. Employment-Related Practices

- a. "Bodily injury" or "personal and advertising injury" to a person arising out of refusal to employ that person, termination of that person's employment, or employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. "Bodily injury" or "personal and advertising injury" to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph A. above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs a. or B. above occurs before employment, during employment or after employment of that person;
- b. Whether the Insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

4. Fungi and Fungal Derivatives

- a. "Bodily injury", "property damage", "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, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
- 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".

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 found in or on, or are, "your product", and you intend "your product" to be:

- a. Applied topically to; or
- b. Ingested by;
humans or animals.

For the purpose of the following exception, "property damage" means physical injury to animals.

5. Lead

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the existence or control of the hazardous properties of lead, irrespective of the form or source of such lead.

This exclusion applies, but is not limited to the following:

- a. To liability assumed under any contract or agreement;

- b. To any obligation to pay or indemnify any person, organization, or governmental agency for any portion of the injury, damage, or expense; and
- c. To any supervision, instructions, recommendations, requests, warranties or representations (expressed or implied), warnings, or advice given or which should have been given regarding the existence or control of the lead.

When used in this exclusion:

- a. "Control" includes, but is not limited to testing, monitoring, abatement, clean-up, removal, containment, treatment, or disposal.
- b. "Form" means anything containing lead, including, but not limited to air, water, earth, dust, paint, plumbing solder, and pipes and fixtures.

6. Nuclear Energy Liability

- a. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- b. "Bodily injury" or "property damage" with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other Insurer or group or pool of Insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;
- c. "Bodily injury" or "property damage" resulting directly or indirectly from the nuclear energy hazard arising from:
 - 1) The ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - 2) The furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of a nuclear facility;
 - 3) The possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this exclusion:

- a. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- b. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- c. The term "nuclear facility" means:
 - 1) Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - 2) Any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;

- 3) Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - 4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;
and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- d. The term “fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

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".

8. Pollution

- a. “Bodily injury”, “property damage”, or “personal and advertising injury” which would not have occurred or taken place in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.
- b. Any loss, cost or expense arising out of any:
 - 1) 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
 - 2) Claim or “suit” 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.”

9. Professional Liability

“Bodily injury” (other than “incidental medical malpractice injury”), "property damage" or “personal and advertising injury” due to the rendering of or failure to render by, or on behalf of, any Insured any "professional services" for others, or any error or omission, malpractice or mistake in providing those services.

10. Radioactive Matter

“Bodily injury”, “property damage”, or “personal and advertising injury” arising out of exposure to, or the presence of, “radiation” and/or “radioactive matter.” This exclusion applies regardless of whether:

- a. Such “pollutants” are alone or combined with any other substances or factors;
- b. Such “pollutants” are included in a product or otherwise;
- c. Such exposure occurs within or outside a building; or
- d. Such “pollutants” have any function in your business, operations, premises, site or location.

For purposes of this exclusion, the definition of “pollutants” includes, but is not limited to, “radiation” and/or “radioactive matter.” However, the definition of “pollutants” is not otherwise modified.

11. Silica or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust."
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
- c. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
- d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any Insured or by any other person or entity.

12. 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".

13. Unmanned Aircraft

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft." 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" or offense which caused the "bodily injury", "property damage", "personal and advertising injury", medical payments or tenants' legal liability involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft."

However, this exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

14. Violation of Cannabis Act of Canada and Cannabis-Related Liability

"Bodily injury", "property damage", "personal and advertising injury" or any other loss, cost or expense related to or arising out of:

- a. Any violation of the Criminal Code and/or Cannabis Act of Canada or any regulations or provincial/territorial Acts promulgated thereunder; or
- b. The use, handling, storage, distribution, manufacturing, sale, transport or administration of cannabis or the operations of a cannabis enterprise to/from or within the United States or anywhere outside of Canada.

15. 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”.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

The Insurer will pay, with respect to any claim or “action” the Insurer defends:

- a. All expenses the Insurer incurs.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds.
- c. All reasonable expenses incurred by the Insured at the Insurer’s request to assist the Insurer in the investigation or defence of the claim or “action”, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs assessed or awarded against the Insured in the “action”.
- e. Prejudgement interest awarded against the Insured on that part of the judgement the Insurer pays. If the Insurer makes an offer to pay the applicable limit of insurance, the Insurer will not pay any prejudgement interest based on that period of time after the offer.
- f. All interest on the full amount of any judgement that accrues after entry of the judgement and before the Insurer has paid, offered to pay, or deposited in court the part of the judgement that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

Part II – WHO IS AN INSURED

1. If the Named Insured designated in the Declarations is:
 - a. An individual, the Named Insured and his or her spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
 - b. A partnership, limited liability partnership or joint venture, the Named Insured is an Insured. The Named Insured’s members, partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured’s business.
 - c. A limited liability company, the Named Insured is an Insured. The Named Insured’s members are also Insureds, but only with respect to the conduct of the Named Insured’s business. The Named Insured’s managers are also Insureds, but only with respect to their duties as the Named Insured’s managers.
 - d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, the Named Insured is an Insured. The Named Insured’s “executive officers” and directors are Insureds, but only with respect to their duties as the Named Insured’s “executive officers” or directors. The Named Insured’s stockholders are also Insureds, but only with respect to their liability as stockholders of the Named Insured.
 - e. A trust, the Named Insured is an Insured. The Named Insured’s trustees are also Insureds, but only with respect to their duties as trustees of the Named Insured.

2. Each of the following is also an Insured:
- a. The Named Insured's "volunteer workers" only while performing duties related to the conduct of the Named Insured's business, and the Named Insured's "employees" other than either the Named Insured's "executive officers" (if the Named Insured is an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or the Named Insured's managers (if the Named Insured is a limited liability company), but only for acts within the scope of their employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business. However, none of these "employees" or "volunteer workers" are insureds for:
 - 1) "Bodily injury" or "personal and advertising injury":
 - a) To the Named Insured, to the Named Insured's partners or members (if the Named Insured is a partnership, limited liability partnership or joint venture), to the Named Insured's members (if the Named Insured is 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 the Named Insured's business, or to the Named Insured's other "volunteer workers" while performing duties related to the conduct of the Named Insured's business;
 - b) "volunteer worker" as a consequence of Paragraph 1) a) above;
 - c) 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 1)a) or b) above;
 - d) Arising out of his or her providing or failing to provide professional health care services; or
 - e) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law; or
 - 2) "Property damage" to property:
 - a) Owned, occupied or used by, or
 - b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by the Named Insured, any of the Named Insured's "employees", "volunteer workers", any partner or member (if the Named Insured is a partnership, limited liability partnership or joint venture), or any member (if the Named Insured is a limited liability company).
 - b. Any person (other than the Named Insured's employees or "volunteer workers"), or any organization while acting as the Named Insured's real estate manager.
 - c. Any person or organization having proper temporary custody of the Named Insured's property if the Named Insured dies, but only:
 - 1) With respect to liability arising out of the maintenance or use of that property; and
 - 2) Until the Named Insured's legal representative has been appointed.
 - d. The Named Insured's legal representative if the Named Insured dies, but only with respect to duties as such. That representative will have all the Named Insured's rights and duties under this Policy.

3. Any organization the Named Insured newly acquires or forms, other than a partnership, limited liability partnership, joint venture or limited liability company, and over which the Named Insured maintains ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after the Named Insured acquires or forms the organization or the end of the policy period, whichever is earlier;
 - b. Coverages A and D do not apply to “bodily injury” or “property damage” that occurred before the Named Insured acquired or formed the organization; and
 - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before the Named Insured acquired or formed the organization.

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 shown as a Named Insured in the Declarations of this Policy.

Part III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most the Insurer will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “actions” brought; or
 - c. Persons or organizations making claims or bringing “actions”.
2. Subject to 3. below, the Each Occurrence Limit is the most the Insurer will pay for the sum of:
 - a. “Damages” under Coverage A; and
 - b. Medical expenses under Coverage C;because of all “bodily injury” and “property damage” arising out of any one “occurrence”.
3. Under Coverage A, the Aggregate Limit is the most the Insurer will pay for the sum of all “damages” because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
4. The Personal and Advertising Injury Limit is the most the Insurer will pay under Coverage B for the sum of all “damages” because of all Personal and Advertising Injury sustained by any person or organization and in the aggregate during any one policy year.
5. The Tenants' Legal Liability Limit is the most the Insurer will pay under Coverage D for “damages” because of “property damage” to any one premises.
6. Subject to 2. above, the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.

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

7. Deductible

- a. The Insurer's obligation under Bodily Injury Liability, Property Damage Liability and Tenants' Legal Liability to pay "damages" on the Insured's behalf applies only to the amount of "damages" in excess of any deductible amounts stated in the Declarations. The limits 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. The "Aggregate Limit" for such coverages shall not be reduced by the application of such deductible amount.
- b. The deductible amounts stated in the Declarations apply as follows:
 - 1) Under Coverage A;
 - a) Bodily Injury Liability or Property Damage Liability respectively;
 - i. To all "damages" because of "bodily injury" as a result of any one "occurrence" or
 - ii. 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".
 - b) Bodily Injury Liability and Property Damage Liability combined, 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) Under Coverage D, Tenants' Legal Liability, 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".
- c. The terms of this insurance, including those with respect to:
 - 1) The Insurer's right and duty to defend any "action" seeking those damages; and
 - 2) The Named Insured's duties in the event of an "occurrence", claim or action, apply irrespective of the application of the deductible amount.
- d. The Insurer 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, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

Part IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of its obligations under this Policy.

2. Canadian Currency Clause

All limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.

3. Changes

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

4. Conformity With Statute

Where the terms of this policy and forms attached hereto are in conflict with the statutes of the Province in which the property insured is located, such terms are hereby amended to conform to such statutes.

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

- a. The Named Insured must see to it that the Insurer is notified promptly of an "occurrence" which may result in a claim. To the extent possible, notice should include:
 - 1) How, when and where the "occurrence" took place;
 - 2) The names and addresses of any injured persons and of witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence".
- b. If a claim is made or "action" is brought against any Insured, the Named Insured must see to it that the Insurer receives prompt written notice of the claim or "action".
- c. The Named Insured and any other involved Insured must:
 - 1) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - 2) Authorize the Insurer to obtain records and other information;
 - 3) Cooperate with the Insurer in the investigation, settlement or defence of a claim or "action"; and
 - 4) Assist the Insurer, upon its request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Insurer's consent.

6. Examination of the Insured's Books and Records

The Insurer may examine and audit the Named Insured's books and records as they relate to this policy at any time during the policy period and up to three years afterward.

7. Inspections and Surveys

The Insurer has the right but is not obligated to:

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

Any inspections, surveys, reports or recommendations 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 or healthful; or
- b. Comply with laws, regulations, codes or standards.

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

8. Legal Action Against the Insurer

No person or organization has a right under this policy:

- a. To join the Insurer as a party or otherwise bring the Insurer into an “action” asking for “damages” from an Insured; or
- b. To sue the Insurer on this policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but the Insurer will not be liable for “damages” that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant's legal representative.

Every “action” or proceeding against the Insurer shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this policy is governed by the law of Quebec, every “action” or proceeding against the Insurer shall be commenced within three years from the time the right of action arises.

9. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers under Coverages A, B or D of this policy, the Insurer’s obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

- 1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - a) That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for “the Named Insured’s work”;
 - b) That is Fire insurance for premises rented by the Insured or temporarily occupied by the Insured with permission of the owner;
 - c) 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 Section I – Coverage A – Bodily Injury and Property Damage Liability;
 - d) That is insurance purchased by you to cover your liability for a specific exposure, operation or location.

- 2) Any other primary insurance available to the Insured covering liability for “damages” arising out of the premises or products-completed operations for which the Insured has been added as an additional insured by attachment of an endorsement.

When this insurance is excess over other insurance, the Insurer will pay only the Insurer’s 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.

The Insurer will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, the Insurer 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, the Insurer will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

10. Premium Audit

- a. The Insurer will compute all premiums for this policy in accordance with its rules and rates.
- b. Premium shown in the Declarations as total premium is a deposit premium only. At the close of each audit period the Insurer will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the total and audit premiums paid for the policy term is greater than the earned premium, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum premium shown in the Declarations.
- c. The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

11. Premiums

The first Named Insured shown in the Declarations:

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

12. Representations

By accepting this policy, the Named Insured agrees that:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations the Named Insured made to the Insurer; and
- c. The Insurer has issued this policy in reliance upon the Named Insured’s representations.

13. Separation of Insureds, Cross Liability

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or “action” is brought.

14. Termination

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to the Insurer advance written notice of termination.
- b. The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 1) 15 days before the effective date of termination if the Insurer terminates for non-payment of premium; or
 - 2) 30 days before the effective date of termination if the Insurer terminates for any other reason.

Except in Quebec, if notice is mailed, termination takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, termination takes effect either 15 or 30 days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.

- c. The Insurer will mail or deliver its notice to the first Named Insured’s last mailing address known to the Insurer.
- d. The policy period will end on the date the termination takes effect.
- e. If the policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insured terminates, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if the Insurer has not made or offered a refund.

15. Transfer of Rights of Recovery Against Others to the Insurer

If the Insured has rights to recover all or part of any payment the Insurer has made under this policy, those rights are transferred to the Insurer. The Insured must do nothing after loss to impair them. At the Insurer’s request, the Insured will bring “action” or transfer those rights to the Insurer and help the Insurer enforce them.

16. Transfer of the Named Insured’s Rights and Duties Under this Policy

The Named Insured’s rights and duties under this policy may not be transferred without the Insurer’s written consent except in the case of death of an individual Named Insured.

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

Part V – DEFINITIONS

1. "Action" means a civil proceeding in which "damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the Insured must submit or does submit with the Insurer's consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the Insured submits with the Insurer's consent.
2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about the Named Insured's 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 the Named Insured's goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
3. "Automobile" means a land motor vehicle, trailer or semitrailer 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.
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Damages" means damages due or awarded in payment for actual injury or economic loss.
6. "Continuation" includes any progression, change or resumption.
7. "Coverage territory" means:
 - a. Canada and the United States of America (including its territories and possessions);
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All parts of the world if
 - 1) The injury or damage arises out of:
 - a) Goods or products made or sold by the Named Insured in the territory described in a. above;
 - b) The activities of an Insured whose business is located or incorporated in the territory described in a. above, but is away on business for a period of one year or less; or
 - c) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communicationprovided the Insured's responsibility to pay "damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement the Insurer agrees to in writing.
8. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including 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.

9. "Employee" includes a "leased worker" and a "temporary worker".
10. "Executive officer" means a person holding any of the officer positions created by the Named Insured's charter, constitution, by-laws or any other similar governing document
11. "Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.
12. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
13. "Impaired property" means tangible property, other than "the Named Insured's product" or "the Named Insured's work", that cannot be used or is less useful because:
- a. It incorporates "the Named Insured's product" or "the Named Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. The Named Insured has failed to fulfil the terms of a contract or agreement if such property can be restored to use by:
 - 1) The repair, replacement, adjustment or removal of "the Named Insured's product" or "the Named Insured's work"; or
 - 2) The Named Insured fulfilling the terms of the contract or agreement.
14. "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;
- 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 a. and b. above.
15. "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 the Insured or temporarily occupied by the Insured 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 indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
 - f. An elevator maintenance agreement; or

- g.** That part of any other contract or agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another 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 the Named Insured or by those acting on the Named Insured's behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- a.** That indemnifies an architect, engineer or surveyor for injury or damages arising out of:
 - 1)** Preparing, approving, or failing to prepare or approve, maps, 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;
 - b.** 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 failing to render "professional services", including those listed in 1) above and supervisory, inspection, architectural or engineering activities.
- 16.** "Leased worker" means a person leased to the Named Insured by a labour leasing firm under an agreement between the Named Insured and the labour leasing firm, to perform duties related to the conduct of the Named Insured's business. "Leased worker" does not include a "temporary worker".
- 17.** "Loading or 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 or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
- 18.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 19.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a.** False arrest, detention or imprisonment;
 - b.** Malicious prosecution;
 - c.** Wrongful entry into, wrongful eviction from, 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. Misappropriation of advertising ideas or styles of doing business; or
 - g. Infringement of copyright, title or slogan.
20. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
21. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises the Named Insured owns or rents and arising out of "the Named Insured's product" or "the Named Insured's Work" except:
 - 1) Products that are still in the Named Insured's physical possession; or
 - 2) Work that has not yet been completed or abandoned. "The Named Insured's Work" will be deemed completed at the earliest of the following times:
 - a) When all of the work called for in the Named Insured's contract has been completed.
 - b) When all of the work to be done at the site has been completed if the Named Insured's contract calls for work at more than one site.
 - c) When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of
 - 1) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - 2) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Named Insured, and that condition was created by the "loading or unloading" of that vehicle by any Insured.
22. "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;
 - 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 optometrical 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
 - k. Claim, investigation, adjustment, appraisal, survey or audit services.
23. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
- For the purposes of this insurance, "electronic data" is not tangible property.
24. "Radiation" and/or "radioactive matter" includes, but is not limited to, ionizing radiation (either directly from unstable atomic nuclei or atoms, or as a consequence of a nuclear radiation), radioactive isotopes alpha or beta particles or rays, gamma rays, X-Rays, photons, nucleons, including protons and neutrons, and electrons.
25. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
26. "Silica-related dust" means a mixture or combination of "Silica" and other dust or particles.
27. "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
28. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", medical payments, or tenants' legal liability to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.
29. "Temporary worker" means a person who is furnished to the Named Insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
30. "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.
31. "The Named Insured's product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 1) the Named Insured;
 - 2) Others trading under the Named Insured's name; or
 - 3) A person or organization whose business or assets the Named Insured has acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

“The Named Insured’s product” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of the items included in a. and b. above.

“The Named Insured’s product” does not include vending machines or other property rented to or located for the use of others but not sold.

32. “The Named Insured’s work” means:

a. Work or operations performed by the Named Insured or on the Named Insured’s behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

“The Named Insured’s work” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

33. “Unmanned Aircraft” means an aircraft” that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

34. "Volunteer worker" means a person who is not the Named Insured’s "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by the Named Insured, and is not paid a fee, salary or other compensation by the Named Insured or anyone else for their work performed for the Named Insured.

35. Wherever used in this policy, the term “Named Insured” means the Insured named in the Declarations to which this policy is attached.



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CGL-010

POLICY NUMBER: EVENT-001

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL MALPRACTICE INJURY ENDORSEMENT (Ed02/11)

**This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: 2023-12-13

at 12:01 A.M. standard time

Named Insured: John Doe

It is hereby understood and agreed that with respect to Part V – Definitions, 5. “Bodily Injury” is amended to include “incidental malpractice injury”.

“Incidental malpractice injury” means injury arising out of the rendering of or failure to render, during the “policy period”, the following services:

1. Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This amendment does not apply to:

- a. Expenses incurred by the Insured for first-aid to others at the time of accident;
- b. Any Insured engaged in the business or occupation of providing any of the services described under 1. and 2. above;
- c. Injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services under 1. and 2. above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



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CGL-033

POLICY NUMBER: EVENT-001

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE EXCLUSION (Ed02/11)

**This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: 2023-12-13

at 12:01 A.M. standard time

Named Insured: John Doe

It is hereby understood and agreed that with respect to Coverage A – Bodily Injury and Property Damage, Coverage B – Personal and Advertising Injury Liability, the policy does not apply to:

- 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 the Insured’s practices of “employee” hiring, acceptance of “volunteer workers” or supervision or retention of any person alleged to have committed “abused”; or
- c. Claims or “actions” alleging knowledge by an Insured of, or failure to report, the alleged “abuse” to the appropriate authority(ies).

As used in the Endorsement:

“Abuse” means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



CGL-047

POLICY NUMBER: EVENT-001

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ED02/11)

**This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: 2023-12-13
at 12:01 A.M. standard time

Named Insured: John Doe

ADDITIONAL INSURED:

The unqualified word "Insured" includes the Named Insured and any interest or other entity predecessor thereto, which may exist or be hereafter acquired or constituted, over which the Named Insured may exercise control, or for which the Named Insured is responsible for arranging insurance and also includes any owner, person, firm organization, trustee, estate or governmental entity to whom or to which the Named Insured has contracted or agreed to effect insurance, by virtue of any lease, contract, agreement or similar undertaking or by the issuance or existence of a permit; but the insurance provided for such additional insured is restricted to apply solely with respect to liability arising out of the operations of the Named Insured.

FIRST NAMED INSURED:

The First Named Insured shall be deemed the sole and irrevocable agent and/or trustee of each and every Insured under this Policy for the purpose of:

- (a) Giving to or receiving from the Insurer(s) notice of termination;
- (b) Giving instructions to or agreeing with the Insurer(s) for alterations of the Policy wording;
- (c) Making or receiving payments of premiums or adjustments of premium;
- (d) Giving to or receiving from the Insurer(s) all notice contemplated by this Policy, including notice of loss, damage or claim;
- (e) Enforcing and agreeing upon a settlement of claims.

WITH RESPECT TO LIABILITY POLICIES ADDITIONAL INSURED:

Each of the following is an Insured under this insurance to the extent set forth below:



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- a) Each person, firm corporation or government body for whom the First Named Insured has contracted to provide insurance, but only with respect to liability that arises out of the operations of the First Named Insured, and only to the extent required by such contract;
- b) Co-Owners of property or partners in the operations if the First Named Insured or Mortgagees of the First Named Insured, but only with respect of operations of the First Named Insured.
- c) Lessors of any property leased to the First Named Insured whereby the First Named Insured is obligated to provide liability insurance for the lessor in respect of the ownership, maintenance, operations or use of such leased property.

ADDITIONAL INTEREST CLAUSE

This policy is extended to include the interest of all owners, lessors, trustees, mortgagees, and/or lessees in property for which the Named Insured has agreed to provide insurance. It is agreed that said owners, lessors, trustees, mortgagees, and/or lessees shall be included as additional insureds and loss payees where applicable.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



CGL-056

POLICY NUMBER: EVENT-001

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITS OF INSURANCE - CERTIFICATES OF INSURANCE (Ed05/19)

**This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: 2023-12-13

at 12:01 A.M. standard time

Named Insured: John Doe

This endorsement modifies insurance provided under the Commercial General Liability Form as follows:

With respect to Part III - Limits of Insurance, Clause 2, 3, 4, 5, and 6 are deleted and replaced by the following:

2. Subject to 3. below, the Each Occurrence Limit is the most the Insurer will pay for the sum of:
 - a. "Compensatory Damages" under Coverage A; and
 - b. Medical Expenses under Coverage C;because of all "bodily injury" and "property damage" arising out of any one "occurrence", subject to the following additional provisions:
 - a. The Each Occurrence Limit shown under this Policy shall apply as if a separate Commercial General Liability Policy has been issued for the "Certificate of Insurance" issued to the Named Insured(s) designated in the Declarations of this Policy.
 - b. The Each Occurrence Limit shown on the "Certificate of Insurance" is the most the Insurer will pay in respect of the Policy Period regardless of the number of Insureds listed on each "Certificate of Insurance".
 3. Under Coverage A, the Aggregate Limit is the most the Insurer will pay for the sum of all "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard", subject to the following additional provisions:
-



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- a. The Aggregate Limit shown under this Policy shall apply as if a separate Commercial General Liability Policy has been issued for the "Certificate of Insurance" issued to the Named Insured(s) designated in the Declarations of this Policy.
 - b. The Aggregate Limit shown on the "Certificate of Insurance" is the most the Insurer will pay in respect of the Policy Period regardless of the number of Insureds listed on each "Certificate of Insurance".
4. The Personal Injury and Advertising Injury Limit is the most the Insurer will pay under Coverage B for the sum of all "compensatory damages" because of all Personal Injury and Advertising Injury sustained by any person or organization and in the aggregate during any one policy year, subject to the following additional provisions:
- a. The Personal Advertising Injury Limit shown under this Policy shall apply as if a separate Commercial General Liability Policy has been issued for the "Certificate of Insurance" issued to the Named Insured(s) designated in the Declarations of this Policy.
 - b. The Personal Injury and Advertising Injury Limit shown on the "Certificate of Insurance" is the most the Insurer will pay in respect of the Policy Period regardless of the number of Insureds listed on each "Certificate of Insurance".
5. The Tenants' Legal Liability Limit is the most the Insurer will pay under Coverage D for "compensatory damages" because of "property damage" to any one premises, subject to the following additional provisions:
- a. The Tenants' Legal Liability Limit shown under this Policy shall apply as if a separate Commercial General Liability Policy has been issued for the "Certificate of Insurance" issued to the Named Insured(s) designated in the Declarations of this Policy.
 - b. The Tenants' Legal Liability Limit shown on the "Certificate of Insurance" is the most the Insurer will pay in respect of the Policy Period regardless of the number of Insureds listed on each "Certificate of Insurance".
6. Subject to 2. above, the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, subject to the following additional provisions:
- a. The Medical Expense Limit shown under this Policy shall apply as if a separate Commercial General Liability Policy has been issued for the "Certificate of Insurance" issued to the Named Insured(s) designated in the Declarations of this Policy.
 - b. The Medical Expense Limit shown on the "Certificate of Insurance" is the most the Insurer will pay in respect of the Policy Period regardless of the number of Insureds listed on each "Certificate of Insurance".

For the purposes of this endorsement, the following definitions are added to **Part V – Definitions**:

1. "Certificate of Insurance" means a document issued to the "Named Insured(s)" evidencing:
 - a. That they are an insured on this Policy;
 - b. The coverages, limits and deductibles afforded to the Named Insured(s); and
 - c. The Policy Period.



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2. "Named Insured" means any entity or association shown on the "Certificate of Insurance".

For the purposes of this endorsement, the following is added to the Cancellation Condition:

Cancellation of Individual Certificates of Insurance

The "Named Insured" can only exercise their rights as stated in this Policy that affect their individual "Certificate of Insurance". Cancellation of any individual "Certificate of Insurance" will not affect any other "Named Insured's" "Certificate of Insurance." The Insurer may only cancel the individual "Certificate of Insurance" if the "Named Insured" does not pay the premium when due by mailing to the first "Named Insured" shown on the "Certificate of Insurance" written notice of cancellation at least 15 days before the effective date of such cancellation. The mailing of such notice shall be sufficient proof of notice. The Policy Term shown on the "Certificate of Insurance" terminates at the date and hour specified in such notice, or at the date and time of surrender. The Insurer shall have the right to the premium amount for the period of the Policy Term during which the insurance was in effect.

For the purposes of this endorsement, the terms, conditions and exclusions of this Policy apply to each "Named Insured" shown on the "Certificate of Insurance."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



CGL-140

POLICY NUMBER: EVENT-001

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOST LIQUOR LIABILITY LIMITATION (Ed02/19)

**This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: 2023-12-13
 at 12:01 A.M. standard time

Named Insured: John Doe

SCHEDULE

Coverage A – Bodily Injury:	Limits Of Insurance
Host Liquor Liability Aggregate Limit	\$ _____
Host Liquor Liability Each Occurrence Limit	\$ _____
Deductible: \$ _____	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following is added to Part III – LIMITS OF INSURANCE:

The Host Liquor Liability Each Occurrence Limit of Insurance shown in the Schedule above is the most the Insurer will pay for the sum of “compensatory damages” because of “bodily injury”, “property damage” or “personal and advertising injury” arising out of any one “occurrence” resulting from the Insured’s actual or alleged selling, serving or offering of alcohol or alcoholic products, where the Insured is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

The Host Liquor Liability Aggregate Limit of Insurance shown in the Schedule above is the most the Insurer will pay for the sum of all “compensatory damages” because of “bodily injury”, “property damage” or “personal and advertising injury” resulting from the Insured’s actual or alleged selling, serving or offering of alcohol or alcoholic products, where the Insured is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

The Host Liquor Liability Each Occurrence and Aggregate Limits of Insurance are included in, and are not in addition to, the Limits of Insurance shown in the Declarations and described in Part III – Limits of Insurance of the Commercial General Liability Policy.



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C. The following is added to **Part III – LIMITS OF INSURANCE, 7. Deductible:**

- a. The deductible shown in the Schedule above will be paid by the Insured and will be applicable to all “compensatory damages” because of “bodily injury”, “property damage” or “personal and advertising injury” arising out of any one “occurrence” resulting from the Insured’s actual or alleged selling, serving or offering of alcohol or alcoholic products.
- b. The Insurer is liable only for the amount by which the Supplementary Payments and legal liability of the Insured exceeds the Deductible amount shown in the Schedule above in any one “occurrence”.

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ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



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CGL-088

POLICY NUMBER: EVENT-001

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PYROTECHNICS & EXPLOSIVES EXCLUSION (ED02/11)

**This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: 2023-12-13
at 12:01 A.M. standard time

Named Insured: John Doe

It is hereby understood and agreed that this insurance does not apply to "bodily injury" or "property damage" directly or indirectly caused by, arising out of or resulting from the use of any explosives, fireworks or pyrotechnic devices, except "flashboxes", unless specifically endorsed hereon.

As used in this endorsement, a "flashbox" is a device that is used in shows to create a visual effect along with an explosive noise. It is induced electrically in a cylinder with no projectile, wadding or wrapping.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



CGL-168

POLICY NUMBER: EVENT-001

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL CANNABIS EXCLUSION – (Ed06/21)

**This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: 2023-12-13

at 12:01 A.M. standard time

Named Insured: John Doe

The following exclusion is added to **COMMON EXCLUSIONS – COVERAGES A, B, C and D** under **Part I – COVERAGES**:

Cannabis

A. This insurance does not apply to:

Any claim, injury, cost, damage, demand, expense, judgment, legal obligation, liability, loss, or “suit” in any way related to, arising out of, caused by, or attributable to, whether in whole or in part, the actual, alleged, suspected, or threatened:

- (1) Cultivation, absorption, consumption, incorporation, design, sale, testing, distribution or existence of “cannabis”;
- (2) Exposure to or contact with “cannabis”;
- (3) Furnishing, ingestion, inhalation, marketing, manufacturing, possession, presence, storage, packaging, handling, disposal, transportation, or use of “cannabis”;
- (4) Contaminative, pathogenic, toxic or other hazardous properties of “cannabis”;
- (5) Exposures, investment, operations, transaction, or involvement directly or indirectly in a “cannabis” related business or industry; or
- (6) Employment, hiring, monitoring, supervision, or training of others by any insured involving anything described in Paragraphs (1) through (5) above.



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B. For the purposes of this endorsement, the following definitions are added:

1. “Cannabis” means:

- a. Any item, good or product that consists of or contains any amount of Tetrahydrocannabinol (THC), Cannabidiol (CBD), or any other cannabinoid, regardless of whether any such THC, CBD, or cannabinoid is natural or synthetic, including but not limited to:
 - (1) Any plant other than “industrial hemp” of the genus Cannabis (hereinafter referred to as “marijuana”), by whatever name known, in any form, including any part thereof, such as flowers, roots, seeds, stalks, or stems and including its presence or use in any cigar, cigarette, food, or material to be used with a “vaping product”, or in chewing or smoking any part thereof, such as flowers, roots, seeds, stalks, or stems; or
 - (2) Any byproduct, compound, derivative, extract, mixture or combination, including but not limited to:
 - (a) Oil, resin, or wax;
 - (b) Hash or hemp that is not “industrial hemp”; or
 - (c) Edible or infused liquid “marijuana”;
 - (3) Any chemical, mineral, or other material, item, good or product applied to, found within, sprayed on, or used in connection with “marijuana”;
 - b. Any component or part thereof;
 - c. Any items, products or paraphernalia used to cultivate or grow “marijuana”; and
 - d. Any smoke, vapor, or other gaseous, liquid, solid, or other thermal by-product, compound, or residue of “marijuana”, including waste. Waste includes material to be recycled, reconditioned, or reclaimed.
2. “Industrial hemp” means the plant Cannabis sativa L. and any part of that plant, including the seeds thereof, and all acids, cannabinoids, derivatives, extracts, isomers, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on dry weight basis.
3. “Vaping product” means any electronic device or mechanism used to vaporize “cannabis” for inhalation into lungs, including but not limited to e-cigarettes, e-cigars, vaping pens, vaping pipes, and other vaping devices, and any pre-filled cartridge or pod intended to hold such “cannabis.”

C. The following is added to **Part IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** Section:

To the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion endorsement shall supersede.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



CGL-171

POLICY NUMBER: EVENT-001

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER LIABILITY EXCLUSION (Ed04/22)

**This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: 2023-12-13
at 12:01 A.M. standard time

Named Insured: John Doe

It is hereby understood and agreed that this insurance does not apply to:

Access or Disclosure of Confidential or Personal Information and Data-related Liability

Damages arising out of:

- 1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- 2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including 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.

Access or Disclosure of Confidential or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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EVEREST

EVEREST INSURANCE COMPANY OF CANADA
LA COMPAGNIE D'ASSURANCE EVEREST DU CANADA

CGL-208

POLICY NUMBER: EVENT-001

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE, VIRUS AND BACTERIA EXCLUSION (Ed03/20)

**This endorsement modifies insurance provided under the following
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Endorsement effective: 2023-12-13

at 12:01 A.M. standard time

Named Insured: John Doe

1. The following exclusion is added under **Part I – COVERAGES, Coverage A. BODILY INJURY and PROPERTY DAMAGE LIABILITY, 2. Exclusions:**
 - v. Communicable Disease – See Common Exclusions.

2. The following exclusion is added under **Part I – COVERAGES, Coverage B. PERSONAL and ADVERTISING INJURY LIABILITY, 2. Exclusions:**
 - i. Communicable Disease – See Common Exclusions.

3. The following exclusion is added under **Part I – COVERAGES, Coverage D. TENANTS' LEGAL LIABILITY, 2. Exclusions:**
 - j. Communicable Disease – See Common Exclusions.

4. The following exclusion is added under **Part I – COVERAGES, Common Exclusions – COVERAGES A, B, C and D:**

This insurance does not apply to:

 8. **Communicable Disease**

"Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense or any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, public, civil or military authority order, direction, instruction or request, statutory orders or penalties, legal or other costs, or expenses of any kind) caused by, resulting from, in consequence of or in any way involving a "communicable disease". 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".



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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing:

- a. In relation to the supervision, hiring, employment, training or monitoring of others that may be infected with a "communicable disease" or who may be a vector of transmission of a "communicable disease";
- b. In relation to steps or measures taken in connection with the avoidance, prevention, abatement, testing, monitoring, mitigation, remediation, clean-up or removal of a "communicable disease";
- c. In relation to the failure to take steps or measures in connection with the avoidance, prevention, abatement, testing, monitoring, mitigation, remediation, clean-up or removal of a "communicable disease";
- d. In relation to the failure to prevent the spread or transmission of a "communicable disease"; or
- e. In relation to the failure to report an event related to a "communicable disease" to authorities.

As used in this exclusion, the term "communicable disease" means any infectious or contagious substance:

1. Including, but not limited to a virus, bacterium, parasite or other microorganism or any mutation thereof whether deemed living or not, and
2. Regardless of the method of transmission, whether direct or not, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal.

that can cause or threaten damage to human health or human welfare or causes or threatens "bodily injury", "property damage" or "personal and advertising injury".

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SPECIMEN ONLY

DIVISION III

MISCELLANEOUS (ALL RISKS) FORM

SECTION

1. Indemnity Agreement

In consideration of the Insured named on the Declaration Page of this Policy (hereinafter called the Insured) having paid or agreed to pay to the Insurer the premium for this insurance, the Insurer agrees to indemnify the Insured for any loss sustained in accordance with the provisions of this form.

2. Property Insured

On property (as described in the rental agreement for the event):

- a. the property of the Insured;
- b. the property of others of a similar nature in the custody or control of the Insured and for which the Insured is legally liable;

Anywhere within the limits of Canada, except as excluded below.

3. Deductible

Each claim for loss or damage shall be adjusted separately and from the amount of each adjusted claim the sum indicated against deductible in the rental agreement for the event shall be deducted.

4. Perils Insured

All risks of direct physical loss or damage to the property insured except as hereinafter excluded.

5. Valuation

The Insurer shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

6. Co-Insurance

The Insurer shall be liable in event of loss for no greater proportion thereof than the amount hereby insured bears to 100% of the actual cash value of the property insured hereunder at the time such loss occurs.

7. Perils Excluded

This form does not insure against loss or damage caused by:

- a. mechanical breakdown, but other loss or damage insured by this Policy following mechanical breakdown shall not be excluded;
- b. latent defect, inherent vice, gradual deterioration or wear and tear;
- c. electrical disturbances to electrical devices of any kind (including wiring) due to electrical currents artificially generated, unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- d. or sustained while the property insured is actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of the property insured, unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- e. corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
- f. misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, his or their employees or agents or any person or persons to whom the property may be entrusted (bailees for hire excepted);
- g. any mysterious disappearance or any loss or shortage disclosed on taking inventory;
- h. or resulting from delay, loss of market or loss of use;

- i. explosion, rupture or bursting of steam boilers, steam pipes, steam turbines, steam engines or flywheels, if any of the foregoing are owned, operated or controlled by the Insured;
- j. or resulting from (1) the weight of the load imposed on a machine exceeding the capacity for which such machine was designed, or (2) the weight of any load (including the loadblock and any and all rigging) exceeding any limits set out in the manufacturer's specifications, capacity tables or rating sheets for the particular unit involved, or (3) operating contrary to any instructions or recommendations set out in the manufacturer's specifications or capacity tables;
- k. breaking through ice or subsidence of ice; sinking in muskeg, swamp or soft soil;
- l. loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- m. loss or damage caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amendatory law thereof, nuclear explosion or contamination by radioactive material.

8. Property Excluded

This form does not insure against loss of or damage to:

- a. automobiles, aircraft, watercraft, motorcycles or similar conveyances; money, notes, securities, accounts, bills, evidences of debt or valuable papers; plans, blueprints, designs or specifications;
- b. personal belongings or personal effects;
- c. property while located underground, in caissons or under water or on offshore rigs;
- d. property which has become a permanent part of any structure;
- e. property while waterborne; except while being transported on any regular ferry or in or on railway cars or transfers in connection therewith, this form insures against direct physical loss or damage to the property insured caused by fire or the stranding, sinking or collision of the vessel, including general average and salvage charges;
- f. property while airborne, unless specifically endorsed hereon.



PRP-036

POLICY NUMBER: EVENT-001

Commercial Property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE CYBER EXCLUSION
WITH COVERAGE FOR ENSUING LOSS CAUSED BY FIRE OR EXPLOSION (Ed03/21)

**This endorsement modifies insurance provided under
Divisions I, II, III and VII of this policy.**

Endorsement effective: 2023-12-13

at 12:01 A.M. standard time

Named Insured: John Doe

The following provision is added to the **GENERAL EXCLUSIONS** (Applicable to Divisions I, II, III and VII):

ABSOLUTE CYBER EXCLUSION WITH COVERAGE FOR ENSUING LOSS CAUSED BY FIRE OR EXPLOSION

- a. This policy does not insure against loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in sequence to the loss or damage:

“Cyberterrorism”, “Cyberwarfare” or any “Cyber Event”, including loss, damage cost or expense resulting from or caused directly or indirectly by any of the following:

- i. Physical loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from “Cyberterrorism”, “Cyberwarfare”, or a “Cyber Event” that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on;
- ii. Any unauthorized access to or unauthorized use of “Electronic Data”, “Electronic Media and Computer Systems” or “Cloud Computing Services”, including any attempt to collect, expose, alter, destroy, steal or disclose any person's or organization's confidential, personal, proprietary or other non-public information in any recordable form;
- iii. Any action which is designed to disable, slow or completely interrupt or deny an authorized party from gaining access to the Insured's “Electronic Media and Computer Systems or website”;
- iv. Any interruption of voice, data, video, data processing, data transmission services, or “Cloud Computing Services” at the facilities of the provider (including satellites and transmission and distribution lines) of such services that prevents in whole or in part the delivery of such provided services;
- v. Extortion threats, fraud or theft involving any “Electronic Data”, “Electronic Media and Computer Systems”, website or any confidential, personal, proprietary or other non-public information including but not limited to costs or expenses associated with notification, remediation, mitigation or prevention of a security breach;

PRP-036

However, in the event that fire or explosion result from any cause or event described above, this Policy, subject to all its terms, conditions and exclusions, will cover loss occurring during the Policy period to property insured by this Policy directly caused by such fire or explosion.

b. For the purposes of this endorsement, the following Definitions apply:

- i. "Cloud Computing Services" means services: (i) in the business of storing, managing and processing "Electronic Data" for which the Insured has a written contract and (ii) that provide access to and use of software and/or a network of remote servers hosted away from an Insured Location to store, manage or process such "Electronic Data."
- ii. "Cyber Event" means:
 1. Any malicious or harmful code, virus, denial of service attack or any other unauthorized, malicious or criminal act that is directed at, enacted upon or introduced into and which damages, disrupts, prevents or restricts access to or use of any "Electronic Media and Computer Systems" or "Electronic Data";
 2. Any error or omission or series of related errors or omissions involving access to or processing, programming, use, or operations of any "Electronic Media and Computer Systems" or "Electronic Data";
 3. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility.
- iii. "Cyberterrorism" means premeditated use of disruptive activities, or threat to use disruptive activities, against an Insured's "Electronic Data", "Electronic Media and Computer Systems" or "Cloud Computing Services", with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person in furtherance of such objectives.
- iv. "Cyberwarfare" means actions taken in cyberspace by state actors (or by non-state actors with significant state direction or support) that constitute a serious threat to another state's security, or an action of the same nature taken in response to a serious threat to a state's security, whether actual or perceived.
- v. "Electronic Data" means facts, concepts and information, including compilation thereof, converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment, including programs, software, applications, operating systems, audio and image files, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- vi. "Electronic Media and Computer Systems" means hardware, devices and electronic equipment used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting "Electronic Data", including but not limited to associated input and output devices, laptop computers, desktop computers, data storage devices of all kinds, external drives, magnetic tapes, discs, networking equipment, components, servers, data processing equipment, information repository, computer memory, microchip, microprocessors, computer chips, integrated circuits, systems controlling or associated with the operation or monitoring of equipment or machinery, or similar devices or equipment or non-computer equipment, whether the Insured's property or not.

This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto relating to Cyber, Electronic Data, Media, or Computing Services, replaces that wording.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



EVEREST

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PRP-051

POLICY NUMBER: EVENT-001

Commercial Property

THIS ENDORSEMENT FORMS PART OF THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE, VIRUS AND BACTERIA EXCLUSION (LMA 5393) (Ed08/20)

This endorsement forms part of the insurance provided under Divisions I, II, III and VII of this policy and is meant to reiterate Everest's view that losses or damages relating to communicable diseases, virus, bacterium, parasite or other organisms are not and never were covered under this policy.

Endorsement effective: 2023-12-13

at 12:01 A.M. standard time

Named Insured: John Doe

The following is added to the **GENERAL EXCLUSIONS** (Applicable to Divisions I, II, III and VII):

COMMUNICABLE DISEASE EXCLUSION:

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - i. for a Communicable Disease, or
 - ii. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - iii. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

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4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

SPECIMEN ONLY

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



ADVISORY NOTICE TO POLICYHOLDERS REGARDING TRADE OR ECONOMIC SANCTIONS

This Notice supersedes any provision in the policy pertaining to Trade or Economic Sanctions.

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to any applicable trade or economic sanctions law or regulation, including but not limited to, trade or economic sanctions laws or regulations of Canada, the United Nations, European Union, Switzerland, United Kingdom or the United States Treasury Department's Office of Foreign Assets Control (OFAC).

Please read this Notice carefully.

The Government of Canada has sanctions and related measures in place against a number of countries, as well as sanctions against specific individuals and entities identified as being:

- (i) responsible for, or complicit in, extrajudicial killings, torture or other gross violations of internationally recognized human rights;
- (ii) responsible for, or complicit in ordering, controlling or otherwise directing significant acts of corruption; or
- (iii) associated with terrorist activities.

The lists of countries, individuals and entities subject to sanctions and related measures can be located on the Global Affairs Canada web site – <https://www.international.gc.ca/>.

If it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance have violated any applicable trade or economic sanctions laws or regulations, including but not limited to those of Canada; the United Nations, European Union, Switzerland, United Kingdom or the United States Treasury Department's Office of Foreign Assets Control, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to restrictions. When an insurance policy is considered such a blocked or frozen contract, no payments or premium refunds may be made without authorization from the applicable regulator. Other limitations on the premiums and payments also apply.