COMMERCIAL GENERAL LIABILITY

Throughout this Form the word “Insured” refers to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under Paragraph 3. of Section II - Who is an Insured. The word “Insurer” refers to the company providing this insurance.

The word “Insured” means any person or organization qualifying as such under Section II - Who is An Insured Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - Definitions.

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

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This insurance applies only when an Each Occurrence Limit is indicated in the Declarations.

1. Insuring Agreement
   a. The Insurer will pay those sums that the insured becomes legally obligated to pay as “compensatory damages” because of “bodily injury” or “property damage” to which this insurance applies. The Insurer will have the right and duty to defend the Insured against any “action” seeking those “compensatory damages”. However, the Insurer will have no duty to defend the Insured against any “action” seeking “compensatory damages” for “bodily injury” or “property damage” to which this insurance does not apply. The Insurer may, at their discretion, investigate any “occurrence” and settle any claim or “action” that may result. But:
      (1) The amount the Insurer will pay for “compensatory damages” is limited as described in SECTION III – Limits of Insurance; and
      (2) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

   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.
   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 Section II - Who is an Insured and no “employee” authorized by the Named Insured 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 Section II - Who is an Insured or any “employee” authorized by the Named Insured 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 Section II - Who is an Insured or any “employee” authorized by the Named Insured to give or receive notice of an “occurrence” or claim:
      (1) Reports all or any part, of the “bodily injury” or “property damage” to the Insurer or any other Insurer;
      (2) Receives a written or verbal demand or claim for “compensatory 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. “Compensatory damages” because of “bodily injury” include “compensatory damages” claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

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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 any 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 an Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":

(1) 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 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 "compensatory damages" because of "bodily injury" or "property damage", provided:

   (a) Liability to such party for, or for 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 "compensatory damages" to which this insurance applies are alleged.

c. **Workers' Compensation And Similar Laws**

Any obligation of the Named Insured under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.

d. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the Named Insured arising out of and in the course of:

   (a) Employment by the Named Insured; or

   (b) Performing duties related to the conduct of the Named 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:

   (a) Whether the Named Insured may be liable as an employer or in any other capacity; and

   (b) To any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

This exclusion does not apply to:

   (a) Liability assumed by the Insured under an "insured contract".

e. **Automobile**

(1) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any Insured of:

   (a) Any licensed "automobile";

   (b) Any licensed motorized snow vehicle or its trailers;

   (c) Any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or

   (d) Any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract.

(2) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.
This exclusion 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 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 licensed "automobile" that is owned or operated by, or on behalf of, or rented or loaned to any Insured.

This exclusion does not apply to:

1. "Bodily injury" to an "employee" of the Named Insured on whose behalf contributions are made by or are required to be made by the Named 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 licensed "automobile" owned by the Named Insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the licensed "automobile" is Insured.

Motorized Vehicles You Own: You are insured against claims arising out of your ownership, use or operation of the following:

1. Self-propelled lawn mowers, snow blowers, garden-type tractors or implements used or operated mainly on property, provided they are not used for compensation or hire;

2. Motorized golf carts;

3. Motorized wheelchairs and their trailers;

4. Unlicensed vehicles, snowmachines, and ATV's used on owned premises.

Motorized Vehicles You Do Not Own: You are insured against claims arising out of your use or operation of any self-propelled land vehicle, amphibious vehicle or air cushion vehicle, including their trailers, which you do not own, provided that:

1. The vehicle is not licensed and is designed primarily for use off public roads;

2. You are not using it for business or organized racing;

3. The vehicle is being used or operated with the owner's consent;

4. The vehicle is not owned by anyone included in the definition of "Insured" in this Form.

You are not insured for damage to the vehicle itself.

Trailers:

You are insured against claims arising out of your ownership, use or operation of any trailer or its equipment, provided that such trailer is not being towed by, attached to or carried on a licensed motorized vehicle.

Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others by, or on behalf of, any Insured of any watercraft owned or operated by or rented or loaned to any Insured.

Use includes operation and "loading and unloading".

This exclusion does not apply to:

1. A watercraft while ashore on premises the Named Insured owns or rents;

2. A watercraft the Named Insured does not own that is:

   a. Less than 8 metres long; and

   b. Not being used to carry persons or property for a charge.

3. "Bodily injury" to an "employee" of the Named Insured on whose behalf contributions are made by or are required to be made by the Named Insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

Watercraft You Own: You are insured against claims arising out of your ownership, use, maintenance, operation, loading or unloading, or entrustment to others, not including customers or guests, by or on behalf of any insured of watercraft equipped with an inboard/outboard motor, outboard motor, or inboard motor. You are also insured for any other type of watercraft not more than 8 metres (26 feet) in length.
If you own any motors or watercraft larger than those stated above, you are insured only if they are shown on the policy as scheduled or as property on premises. If they are acquired after the effective date of this policy, you will be insured automatically.

The limit of liability for bodily injury or property damage caused by water-skiing will be limited to the $100,000.

Watercraft You Do Not Own: You are insured against claims arising out of your use or operation of watercraft which you do not own, provided:

1. the watercraft is being used or operated with the owner’s consent;
2. the watercraft is not owned by anyone included in the definition of “Insured” in this Form.

You are not insured for damage to the watercraft itself.

g. Aircraft

1. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others by, or on behalf of, any Insured of:
   a. Any aircraft.

2. "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto, except docks, wharfs and piers on property owned or in the care, custody, or control of the Insured.

Use includes operation and "loading and unloading" of any aircraft or air cushion vehicle.

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 that is owned or operated by, or on behalf of, or rented or loaned to any Insured.

h. Damage To Property

"Property damage" to:

1. Property owned or occupied by or rented to the Named Insured, including any costs or expenses incurred by the Named Insured, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises the Named Insured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
3. Property loaned to the Named Insured;
4. Personal property in the care, custody or control of the Named Insured;
5. That particular part of real property on which the Named Insured or any contractor or subcontractor working directly or indirectly on the Named Insured's behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "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.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

i. Damage to the Named Insured's Product

"Property damage" to "the Named Insured's product" arising out of such product or any part of such product.

j. Damage to the Named Insured's Work

"Property damage" to that particular part of "the Named Insured's work" arising out of it or any part of it and included in the "products-completed operations hazard" provided the cause of the "property damage" is a defect in "the Named Insured's work".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Named Insured's behalf by a subcontractor.
k. **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";
2. A delay or failure by the Named Insured or anyone acting on the Named 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.

l. **Recall Of Products, Work Or Impaired Property**

"Compensatory damages" claimed for any loss, cost or expense incurred by the Named 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";
3. "Impaired property";

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

m. **Explosion, Vibration, Removal or Weakening of Support**

"Property damage" arising out of:

1. The use of explosives for blasting;
2. Vibration from pile driving or caisson work;
3. The removal or weakening of support of any property, building or land whether such support be natural or otherwise.

This exclusion does not apply:

1. To "property damage" arising out of work performed on behalf of the Named Insured by any contractor or subcontractor;
2. To "property damage" included within the "products-completed operations hazard".

n. **Electronic Data**

"Compensatory damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

o. **Abuse** - See Common Exclusions.


q. **Fungi or Spores** - See Common Exclusions.

r. **Nuclear Liability** - See Common Exclusions.

s. **Pollution Liability** - See Common Exclusions.

t. **Professional Services** - See Common Exclusions.

u. **Terrorism** - See Common Exclusions.

COVERAGE B - PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

This insurance applies only when a Personal Injury and Advertising Injury Liability Limit is indicated in the Declarations.

1. Insuring Agreement

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

(1) The amount the Insurer will pay for "compensatory damages" is limited as described in SECTION III - Limits of Insurance; and

(2) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

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.

b. This insurance applies to "personal injury" and "advertising injury" caused by an offence arising out of the conduct of the Named Insured's business, but only if the offence was committed in the "coverage territory" and during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Act

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

e. Contractual Liability

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

f. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in the Named Insured's "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal injury" or "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".

h. Wrong Description Of Prices

"Personal injury" or "advertising injury" arising out of the wrong description of the price of goods, products or services stated in the Named Insured's "advertisement".

i. Infringement Of Copyright, Patent, Trademark or Trade Secret

"Personal injury" or "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.
j. Insureds In Media and Internet Type Businesses

“Personal injury” or “advertising injury” committed by an Insured whose business is:

1. Advertising, broadcasting, publishing or telecasting;
2. Designing or determining content of web-sites for others; or
3. An Internet search, access, content or service provider.

However, this exclusion does not apply to:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

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

k. Electronic Chat Rooms or Bulletin Boards

“Personal injury” or “advertising injury” arising out of an electronic chat room or bulletin board an Insured hosts, owns, or over which the Insured exercises control.

l. Unauthorized Use Of Another’s Name or Product

“Personal injury” or “advertising injury” arising out of the unauthorized use of another's name or product in the Named Insured's email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Abuse - see Common Exclusions

n. Asbestos - see Common Exclusions

o. Fungi or Spores - see Common Exclusions

p. Nuclear Liability - see Common Exclusions

q. Pollution Liability - see Common Exclusions

r. Professional Services - see Common Exclusions

s. Terrorism - see Common Exclusions

t. War Risks - see Common Exclusions

**COVERAGE C - MEDICAL PAYMENTS**

This insurance applies only when a Medical Payments Limit is indicated in the Declarations.

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 as described in Section III - Limits of Insurance. The Insurer will pay reasonable expenses for:

(1) First aid administered 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, if benefits for the “bodily injury” are payable or must be provided under any workers’ compensation or disability benefits law or a similar law.

e. Products - Completed Operations Hazard
   Included within the “products-completed operations hazard”.

f. Coverage A Exclusions
   Excluded under Coverage A.

COVERAGE D - TENANTS' LEGAL LIABILITY

This insurance applies only when a Tenants' Legal Liability Limit is indicated in the Declarations.

1. Insuring Agreement

a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as “compensatory damages” because of “property damage” to which this insurance applies. This insurance applies only to “property damage” to premises of others rented to the Named Insured or occupied by the Named Insured. The Insurer will have the right and duty to defend the Insured against any “action” seeking those “compensatory damages” However, the insurer will have no duty to defend the Insured against any “action” seeking “compensatory damages” for “property damage” to which this insurance does not apply. The Insurer may, at the Insurer's discretion, investigate any “occurrence” and settle any claim or “action” that may result. But:

(1) The amount the Insurer will pay for “compensatory damages” is limited as described in Section 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 judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

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.

b. This insurance applies to “property damage” only if:

(1) The “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
(2) The “property damage” occurs during the policy period; and
(3) Prior to the policy period, no Insured listed under Paragraph 1. of Section II - Who Is An Insured and no “employee” authorized by the Named Insured to give or receive notice of an “occurrence” or claim, knew that the “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “property damage” occurred, then any continuation, change or resumption of such “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
g. "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 Section II - Who Is An Insured or any "employee" authorized by the Named Insured to give or
receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end
of the policy period.

h. "Property damage" will be deemed to have been known to have occurred at the earliest time when any Insured listed under
Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by the Named Insured to give or receive notice of an
"occurrence" or claim:
   (1) Reports all, or any part, of the "property damage" to the Insurer or any other insurer;
   (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
   (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

   "Property damage" expected or intended from the standpoint of any Insured.

b. Contractual Liability

   "Property damage" for which an Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a
contract or agreement. This exclusion does not apply to liability for "compensatory damages":

   (1) 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 the "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 "compensatory
damages" because of "property damage", provided:

      (a) Liability to such party for, or for 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 "compensatory damages" to which this insurance applies are alleged.

c. Electronic Data

   "Compensatory damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to
manipulate "electronic data".

d. Abuse - See Common Exclusions.

e. Asbestos - See Common Exclusions.

f. Fungi or Spores - See Common Exclusions

g. Nuclear Energy Liability - See Common Exclusions.

h. Pollution Liability - See Common Exclusions.

i. Professional Services - See Common Exclusions.

j. Terrorism - See Common Exclusions.

k. War Risks - See Common Exclusions.
COMMON EXCLUSIONS - COVERAGES A, B, C AND D

This insurance does not apply to:

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

2. Asbestos
   "Bodily injury", "property damage", "personal injury" or advertising injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.

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

3. Fungi or Spores
   a. "Bodily injury", "property damage", "personal injury" or "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", "personal injury" or "advertising injury".

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

4. 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", "property damage", "personal injury" or "advertising injury" with respect to which an Insured under this Form is also Insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability.
   c. "Bodily injury", "property damage", "personal injury" or "advertising injury" 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 any "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 useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

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

(1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

(a) Which occurred prior to the policy period shown in the Declarations;

(b) At, or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which the Named Insured may be held liable, if the Named Insured is a contractor and the owner or lessee of such premises, site or location has been added to the Named Insured's policy as an additional insured with respect to the Named Insured's ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a "hostile fire";

(c) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;

(d) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) any Insured; or

(ii) any person or organization for whom the Insured may be legally responsible; or

(e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site, or location in connection with such operations by such Insured, contractor, or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the Named Insured or on the Named Insured's behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a "hostile fire".

(f) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of "pollutants".

(2) Any fines or penalties assessed against or imposed upon any Insured arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, decontaminating, stabilizing, remediating or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Section (3) does not apply to liability for "compensatory damages" because of "property damage" that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.
6. Professional Service

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

7. Terrorism

"Bodily injury", "property damage", "personal injury" or "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", "personal injury" or "advertising injury".

8. War Risks

"Bodily injury", "property damage", "personal injury" or "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", "personal injury" or "advertising injury".

SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D

1. The Insurer will pay, with respect to any claim the Insurer investigates or settles, or any "action" against an Insured that 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 Named 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 taxed against the Named Insured in the "action".
   e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.

2. If the Insurer defends an insured against an "action" and an indemnitee of the Insured is also named as a party to the "action", the Insurer will defend that indemnitee if all of the following conditions are met:
   a. The "action" against the indemnitee seeks "compensatory damages" for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the Insured;
   c. The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the Insured in the same "insured contract";
   d. The allegations in the "action" and the information the Insurer knows about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
   e. The indemnitee and the Insured ask the Insurer to conduct and control the defence of that indemnitee against such "action" and agree that the Insurer can assign the same counsel to defend the Insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with the Insurer in the investigation, settlement or defence of the "action";
         (b) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "action";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with the Insurer with respect to coordinating other applicable insurance available to the indemnitee; and
(2) Provides the Insurer with written authorization to:

(a) Obtain records and other information related to the "action"; and

(b) Conduct and control the defence of the indemnitee in such "action".

So long as the above conditions are met, legal fees incurred by the Insurer in the defence of that indemnitee, necessary litigation expenses incurred by the Insurer and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I - Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the limits of insurance.

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

(1) The Insurer has used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If the Named Insured is designated in the Declarations as:

   a. An individual, the Named Insured and the Named Insured's 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, the Named Insured's 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 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 officers.

   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.

2. Each of the following is also an Insured:

   a. The Named Insured's "volunteer workers" or "employees", other than the Named Insured's "executive officers" only while performing duties related to the conduct of the Named Insured's business, (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. However, none of these "employees" or "volunteer workers" are Insureds for:

      (1) "Bodily injury", "personal injury" or "advertising injury":

         (a) To the Named Insured, 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) To the spouse, child parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;

         (c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory 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.
(2) “Property damage” to property:
   (a) Owned, occupied or used by,
    (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 manager (if the Named Insured is a limited liability company).

b. Any person (other than the Named Insured’s "employee" or "volunteer worker"), 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 Form.

3. Any organization the Named Insured newly acquires or forms, other than a partnership, limited liability partnership or joint venture or limited
   liability company, and over which the Named Insured maintains ownership or majority interest, will qualify as a Named Insured if there is no
   other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 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 injury" or "advertising injury" arising out of an offence 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.

SECTION 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. The General Aggregate Limit is the most the Insurer will pay under Master Policy #1461151 for this Resort Certificate portion and any or all
   Endorsements or Riders issued thereunder for any one policy period, for the sum of:
   a. "Compensatory damages" under Coverage A, except "compensatory damages" because of "bodily injury" or "property damage"
      included in the "products-completed operations hazard";
   b. "Compensatory damages" under Coverage B; and
   c. Medical expenses under Coverage C.

3. The Products-Completed Operations Aggregate Limit is the most the Insurer will pay under Coverage A for "Compensatory
   Damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" under Master Policy
   #1461151 for this Resort Certificate portion and any or all Endorsements or Riders issued there under for any one policy period.

4. Subject to 2. or 3. above, whichever applies, 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 anyone "occurrence".

5. Subject to 2. above, 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 anyone person or organization.

6. The Tenants’ Legal Liability Limit is the most the Insurer will pay under Coverage D for "compensatory damages" because of "property
   damage" to anyone premises.
7. Subject to 4. above, the Medical Payments Limit is the most the Insurer will pay under Coverage C for all medical expenses because of "bodily injury" sustained by anyone 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.

8. Deductible

a. The Insurer's obligation under Bodily Injury, Property Damage Liability and Tenants' Legal Liability to pay "compensatory damages" on behalf of the Named Insured applies only to the amount of "compensatory damages" in excess of any deductible amounts stated in the Declarations as applicable to such coverages, and the limits of insurance applicable to each "occurrence" for Bodily Injury or Property Damage Liability and anyone premises for Tenants' Legal Liability will be reduced by the amount of such deductible.

b. The deductible amount applies as follows:

(1) Under Coverage A, Bodily Injury and Property Damage Liability:

(a) If a "bodily injury" deductible is shown in the Declarations, that deductible applies to all "compensatory damages" because of "bodily injury" as the result of anyone "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".

(b) If a "property damage" deductible is shown in the Declarations, that deductible applies to all "compensatory damages" because of "property damage" as the result of anyone "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".

(2) Under Coverage D, Tenants' Legal Liability, the "property damage" deductible applies to all "compensatory damages" because of "property damage" as the result of anyone "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".

c. The terms of this insurance, including those in respect to:

(1) the Insurer's right and duty to defend any "action" seeking those "compensatory 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.

SECTION 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 the Insurer's obligation under this policy.

2. Canadian Currency Clause

All limits of insurance, premiums and other amounts as expressed in this Form 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. Duties In the Event of Occurrence, Offence, Claim or Action

a. The Named Insured must see to it that the Insurer is notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offence took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offence.
b. If a claim is made or “action” is brought against any Insured, the Named Insured must:

(1) Immediately record the specifics of the claim or “action” and the date received; and

(2) Notify the Insurer as soon as practicable.

The Named Insured must see to it that the Insurer receives written notice of the claim or “action” as soon as practicable.

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 or settlement of the claim or defence against the “action”; and

(4) Assist the Insurer, upon the Insurer’s request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Insurer's consent.

5. Examination of the Named 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.

6. Inspections and Surveys

a. The Insurer has the right to:

(1) Make inspections and surveys at any time;

(2) Give the Named Insured reports on the conditions the Insurer finds; and

(3) Recommend changes.

b. The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake 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:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. of this condition apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

7. 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 “compensatory 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 judgment against an Insured; but the Insurer will not be liable for “compensatory 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.
8. 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 to the Named Insured or temporarily occupied by the Named 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 Exclusion e. or f. of Section 1 - Coverage A - Bodily Injury and property Damage Liability.

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

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

When this insurance is excess over other insurance, the Insurer will pay only the Insured'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 of this policy.

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.

9. Premium Audit

a. The Insurer will compute all premiums for this policy in accordance with the Insurer's rules and rates.

b. Premium shown in this policy as advance 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 advance and audit premiums paid for the policy period is greater than the earned premium, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.

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.

10. 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.
11. Representations

By accepting this policy, the Named Insured agrees:

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.

12. 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.

13. 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 the notice to the first Named Insured's last mailing address known to the Insurer.

d. The policy period will end on the date termination takes effect.

e. If this policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer 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.

14. 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.

15. 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.

SECTION V - DEFINITIONS

1. "Abuse" means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.

2. "Action" means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Action" includes:

   a. An arbitration proceeding in which such "compensatory damages" are claimed and to the Insured must submit or does submit with the Insurer's consent; or

   b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the Insured submits with the Insurer's consent.
3. "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.

4. "Advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offences:
   a. The use of another's advertising idea in the Named Insured's "advertisement"; or
   b. Infringing upon another's copyright, trade dress or slogan in the Named Insured's "advertisement".

5. "Automobile" means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.

6. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

7. "Compensatory damages" means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.

8. "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 the injury or damage arises out of:
      (1) Goods or products made or sold by the Named Insured in the territory described in a. above; or
      (2) The activities of an insured person whose home is in the territory described in a. above, but is away for a short time on the Named Insured's business; and
      (3) "Personal injury" or "advertising injury" offences that take place through the Internet or similar electronic means of communication provided the Insured's responsibility to pay "compensatory 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.

9. "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.

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

11. "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.

12. "Fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

13. "Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resultant mycotoxins, allergens, or pathogens.

14. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

15. "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.
16. "Incidental medical malpractice injury" means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:

a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or

b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances,

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.

17. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to the Named Insured or temporarily occupied by the Named 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 obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;

f. An elevator maintenance agreement;

g. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay for "compensatory 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.

Paragraph g. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

   (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render "professional services", including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

18. "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".

19. "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"

20. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises the Named Insured owns or rents;

c. Vehicles that travel on crawler treads;
d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   (1) Power cranes, shovels, loaders, diggers or drills; or
   (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, "mobile equipment" does not include any "automobile".

21. "Nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.

22. "Nuclear facility" means:
   a. any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or anyone or more of them;
   b. any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or anyone or more of them; (ii) processing or packaging waste;
   c. any equipment or device used for the processing, fabricating or alloying of plutonium, thorium, or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or anyone or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
   d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

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

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

24. "Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offences:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution;
   c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
   d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
   e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

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

26. "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. However, "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 job site has been completed if the Named Insured's contract calls for work at more than one job 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 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; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

27. "Professional services" shall include but not be limited to:

a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;

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, tonorial, 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, surveyor audit services.

28. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

30. "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

31. "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.

32. "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.
33. "The Named Insured's product"
   a. Means:
      (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
          (a) The Named Insured;
          (b) Others trading under the Named Insured's name; or
          (c) A person or organization whose business or assets the Named Insured has acquired; and
      (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
   b. Includes:
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the "Named Insured's Product"; and
      (2) The providing of or failure to provide warnings or instructions.
   c. Does not include vending machines or other property rented to or located for the use of others but not sold.

34. "The Named Insured's work"
   a. Means:
      (1) Work or operations performed by the Named Insured or on the Named Insured's behalf; and (2) Materials, parts or equipment furnished in connection with such work or operations.
   b. Includes
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the "Named Insured's work"; and
      (2) The providing or failure to provide warnings or instructions.

35. "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.

SECTION VI - DESCRIPTION OF TERMS USED FOR PREMIUM BASES

1. "Area" means the square footage or square metres of the buildings to be insured excluding that portion of the basement used exclusively for storage or that portion of the premises used for heating or air conditioning plant purposes.

2. "Cost of work" means the total cost of all operations performed for the Named Insured during the Policy Period by independent contractors, including materials used or delivered for use by whomsoever supplied, except maintenance or ordinary alterations and repairs on premises owned or rented by the Named Insured.

3. "Revenue" means the gross amount of money charged for all work or services performed by or on behalf of the Named Insured or goods and products sold and distributed by the Named Insured or by others trading under the Named Insured's name during the Policy Period.

4. "Payroll" means the total earnings during the Policy Period for each owner, partner, "executive officer" or "employee". For Employer's Liability, payroll not to exceed $5,000.00 for each owner, partner, "executive officer", or "employee" in anyone policy year.

5. "Cost" means the total cost to any indemnitee, with respect to any contract which is Insured, of all work let or sublet in connection with each specific project, including the cost of all labour, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

6. "Standard Units" means the unit of exposure to which the rates apply, and each article is designated (person, object or event), except litre which is per 1,000 litres.

IMPORTANT

The notice below applies to insurance contracts containing non-automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the various Provincial Regulators/Superintendents of Insurance.
NOTICE TO INSUREDS

Pursuant to the

PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENT ACT, S.C. 2000, c.5.
LEGAL AUTHORITY FOR COLLECTION.

PRINCIPAL PURPOSE FOR WHICH PERSONAL INFORMATION IS INTENDED TO BE USED:

Information collected by Insurers from Insureds or supplied to Insurers pertaining to the attached document will be used:

- to compile aggregate statistical data to be used to monitor trends in the insurance industry;
- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to the various Provincial Regulator/Superintendents of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

QUESTIONS RELATING TO THE COLLECTION MAY BE ADDRESSED TO EITHER:

ING Insurance Company of Canada
Privacy Officer
700 University Avenue, Suite 1500
Toronto, ON  M5G 0A1
Telephone No.1-866-941-5094

OR

Provincial Regulator or Superintendent of Insurance in your Province.
TRADEMARK INFRINGEMENT

Except as otherwise provided in this Form, the following coverage is subject to all limits, terms, conditions, exclusions, stipulations and provisions applicable to the Commercial General Liability Form SR1006.

INSURING AGREEMENT

a. The Insurer agrees to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as “compensatory damages” because of “trademark infringement” 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. The Insurer will have the right and duty to defend any “action” seeking those “compensatory damages” but:

(1) The amount the Insurer will pay for “compensatory damages” and Supplementary Payments combined is limited as described in the “Declaration Page(s)”.

(2) The Insurer may investigate and settle any claim or “action” at the Insurer’s discretion; and

(3) The Insurer’s right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments.

b. This insurance applies to “trademark infringement” caused by an offence committed in Named Insured’s “Advertisement” but only if the offence was committed in the “coverage territory” during the Policy Period. The Insurer will consider any series of related or similar offences to be one offence.

SUPPLEMENTARY PAYMENTS

It is agreed that the provisions applicable to SUPPLEMENTARY PAYMENTS under Section I, COVERAGES of the Commercial General Liability Form SR1006, are deleted and replaced with the following, but only with respect to the coverage provided under Trademark Infringement:

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

(1) All expenses the Insurer incurs;

(2) 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;

(3) 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;

(4) All costs taxed against the Insured in the “action” and any interest accruing after entry of judgment upon that part of the judgment, which is within the applicable Limit of Insurance.

These payments are included in and are part of the Limit of Insurance shown on the “Declaration Page(s)” for this coverage.

LIMIT OF INSURANCE

The Limit of Insurance stated on the “Declaration Page(s)”, as applicable to this coverage, Trademark Infringement, is the total limit of the Insurer’s liability for all “compensatory damages” and Supplementary Payments because of “trademark infringement” to which this insurance applies, sustained by any one person or organization and the aggregate.
EXCLUSIONS

This insurance does not apply to “trademark infringement”:

(a) Arising out of publication of material, if done by or at the direction of the Insured with knowledge of its falsity;

(b) Arising out of publication of material whose first publication took place before the beginning of the Policy Period;

(c) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured;

(d) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for “compensatory damages” that the Insured would have in the absence of the contract or agreement;

(e) Arising out of a failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract;

(f) Arising out of an infringement of patent by use thereof on or in connection with goods, products, or services sold, offered for sale or advertised;

(g) Arising out of an incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised; or

(h) Arising out of any offence committed by any Insured whose business is:

   (1) Advertising, broadcasting, publishing or telecasting;

   (2) Designing or determining content of web-sites for others; or

   (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

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

(i) Professional Liability – see Common Exclusions under the Commercial General Liability coverage.

(j) Pollution Liability – see Common Exclusions under the Commercial General Liability coverage.

ADDITIONAL DEFINITION

The following is added to Section V, Definitions of the Commercial General Liability Form SR1006:

“Trademark infringement” means injury other than “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of one or more of the following offences committed in the course of advertising of the Named Insured’s goods, products or services:
Infringement of:

(a) trademark;
(b) service mark;
(c) trade secret;
(d) trade name;
(e) trade dress;
(f) title;
(g) slogan; or
(h) Internet domain name.

Except as otherwise provided in this endorsement, all terms and conditions of this policy shall remain unchanged.

INNKEEPERS’ LEGAL LIABILITY

This Endorsement changes the Policy. Please Read it Carefully.

Attached to and forming part of The Commercial General Liability Form SR1006.

1. Insuring Agreement
   
   Innkeepers’ Legal Liability

   The Insurer will pay those sums that the Insured becomes legally obligated to pay as “compensatory damages” because of “property damage” to personal property of the Insured’s guests, patrons or customers while such property is in the Insured’s care, custody and control and is located within the “insured premises”. The Insurer will have the right and duty to defend the Insured against any “action” seeking those “compensatory damages”. However, the Insurer will have no duty to defend the Insured against any “action” seeking “compensatory damages” for “property damage” to which this insurance does not apply. The Insurer may, at their discretion, investigate any “occurrence” and settle any claim or “action” that may result.

2. Limits of Insurance

   Regardless of (1) Insureds under this policy (2) claims made or “actions” brought on account of “property damages” to personal property, the Insurer’s liability is limited as follows:

   The Limit of Insurance:

   $10,000. any one guest, patron or customer, excluding loss to money, securities and/or jewellery exceeding $1,000. subject to $15,000. any one “occurrence” involving more than one guest, patron or customer.

3. Exclusions

   This insurance does not apply to:

   (a) “property damage” to any “automobile” or personal property of any guest, patron or customer contained in any “automobile”;

   (b) Liability assumed by the Insured under any contract or agreement except liability which would attach in the absence of such contract or agreement;

   (c) “property damage” sustained through spilling, leaking or upsetting of food or drink upon personal property of any guest, patron or customer;
(d) “property damage” to personal property in the process of laundering or cleaning;

(e) Loss, damage or expense caused by or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any Insured or “employees” or agents of the Insured or mysterious disappearance;

(f) “property damage” to any property held by a guest, patron or customer as samples or for sale or for delivery after sale.

4. Additional Definition

Wherever used in this Form:

“Insured Premises” means,
That portion of the building at the location(s) specified in the Declarations, occupied by the Insured in conducting the business of an Innkeeper.

5. Additional Condition

The Insured warrants that he or she will post notices, as required by statute, specifying the Insured’s liability as Innkeeper for the property of guests. Failure of the Insured to comply with this condition will render this form null and void in the event of a loss.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.

FIRE FIGHTING EXPENSE ENDORSEMENT

This Endorsement Changes the Policy. Please Read it Carefully.

Attached to and forming part of The Commercial General Liability Form SR1006.

The Insurer will pay those third party expenses that the Insured become legally obligated to pay arising out of controlling and extinguishing forest fires or prairie fires. The expense must be incurred as a result of an “occurrence”. The “occurrence” must take place in the “coverage territory” during the policy period.

The insurance provided by this endorsement does not apply to:

(a) the expense of controlling and extinguishing fires if it is found that in the circumstances giving rise to such expense, there has been any contravention by the Insured of the terms and conditions as set out in any relative act, statute, or regulation in respect of the lighting, controlling or extinguishing of fires;

(b) any expense incurred for fighting fires on premises and/or land owned, leased or occupied by the Insured;

(c) any expense incurred directly by the Insured in controlling and extinguishing fires;

(d) fines and penalties imposed upon the Insured;

(e) those expenses incurred by contractors or subcontractors already engaged by the Insured, in connection with the contract out of which the loss occurs;

(f) liability assumed by the Insured under any contract or agreement, except liability that would have existed in the absence of such contract or agreement;

(g) any action brought against any of the Insureds by any other Insured under this policy with respect to the recovery of those expenses which the Insured may become legally obligated to pay because of controlling and extinguishing forest fires.

The Limit of Liability with respect to this extension shall in no event exceed $500,000 for each occurrence. This limit of liability is part of the Limit of Liability for Coverage A stated in the “Declaration Page(s)”.

In the even of a claim under this extension the Insured shall pay the deductible stated of $1,000. and the Insurer shall be liable for any amount in excess thereof, not to exceed the Limit of Liability of $500,000 for each occurrence as part of the Limit of Liability for Coverage A stated in the “Declaration Page(s).

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.
EMPLOYERS’ LIABILITY EXTENSION

Except as otherwise provided in this Form, the following coverage is subject to all limits, terms, conditions, exclusions, stipulations and provisions applicable to the Commercial General Liability Form SR1006.

INSURING AGREEMENT

EMPLOYERS’ BODILY INJURY LIABILITY

The Insurer will pay those sums that the Insured becomes legally obligated to pay as “compensatory damages” because of “bodily injury” caused by accident sustained by any person and arising out of and in the course of his or her employment by the Insured, in the operations described on the “Declaration Page(s)”.

LIMITS OF INSURANCE

Regardless of (1) Insureds under this policy (2) persons or organizations who sustain “bodily injury” or (3) claims made or “actions” brought on account of “bodily injury”, the Insurers' liability is limited as follows:

The Limit of Insurance stated on the Summary of Coverages is the limit of the Insurers' liability for all “compensatory damages”, including “compensatory damages” for care and loss of services, arising out of “bodily injury” sustained by one person, or more than one person, in any one accident or event.

EXCLUSIONS

This insurance does not apply to:

(a) liability assumed by the Insured under any contract or agreement;

(b) “bodily injury” or “property damage” arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any aircraft;

(c) any obligation for which the Insured or his Insurer may be held liable under any worker’s compensation law;

(d) “bodily injury” resulting from the acts or omissions of, or “bodily injury” sustained by, any person employed by the Insured in violation of the law as to age;

(e) “bodily injury” arising out of structural alterations which involve changing the size or moving buildings or other structures, new construction or demolition operations.

Except as otherwise provided in this endorsement, all terms and conditions of this policy shall remain unchanged.

EMPLOYEE BENEFITS LIABILITY EXTENSION

Except as otherwise provided in this Form, the following coverage is subject to all limits, terms, conditions, exclusions, stipulations and provisions applicable to the Commercial General Liability Form SR1006.

INSURING AGREEMENT

EMPLOYEE BENEFITS LIABILITY

The Insurer will pay those sums that the Insured becomes legally obligated to pay as “compensatory damages” on account of any claim for the injury caused by any negligent act, error or omission in the administration of the Named Insured’s employee benefits program, and the Insurer shall have the right and duty to defend any “action” against the Insured seeking damages on account of such injury, even if any of the allegations of the “action” are groundless, false or fraudulent, and may make such investigation and settlement of any claim or “action” as it deems expedient, but the Insurer shall not be obligated to pay any claim or judgment or to defend any “action” after the applicable limit of insurance has been exhausted by payment of judgments or settlements.
POLICY PERIOD – TERRITORY

This insurance applies only to claims first brought against the Insured during the policy period within Canada, or the United States of America, its territories or possessions, provided, that as respects any such claim based on or arising out of a negligent act, error or omission occurring prior to the effective date of this insurance, the Insured shall have had no knowledge, as of said effective date, of any negligent act, error or omission which might be expected to result in such claim.

PERSONS INSURED

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

(1) the Named Insured

(2) each executive officer and “employee” of the Named Insured authorized to administer the Named Insured's employee benefits program.

ADDITIONAL EXCLUSIONS

This insurance does not apply to:

(a) any dishonest, fraudulent, criminal or malicious act or omission on the part of any Insured;

(b) “bodily injury”, “personal injury”, “advertising injury” or “property damage”;

(c) any claim for failure of performance of contract by an insurer, or any other party, including the Insured, obligated to afford the benefits;

(d) any claim based on insufficiency of funds to meet any obligation under any plan included in the employee benefits program;

(e) any claim based on the failure of the named Insured to comply with the mandatory provisions of any law concerning workers’ compensation, unemployment insurance, social security or disability benefits; or under any similar law.

LIMITS OF INSURANCE

Wherever used in this Form:

Employee Benefits program, means

one or more of the following types of insurance or plans maintained by the Named Insured solely for the benefit of “employees” of the Named Insured:

(a) group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, unemployment insurance, social security benefits, workers’ compensation and disability benefits insurance; or

(b) any other similar employee benefits program sponsored by the Named Insured.

Administration, means

performance of the following ministerial functions for an employee benefits program:

(a) application of rules determining eligibility for participation of benefits;

(b) calculation of service and compensation credits for benefits;

(c) preparation of employee communications material;

(d) maintenance of participants’ service and employment records;

(e) preparation of reports required by government agencies;

(f) calculation of benefits;

(g) orientation of new participants and advising participants of their rights and options under the plan;

(h) collection of contributions and application of contributions as provided in the plan;

(i) preparation of reports concerning participants’ benefits; and

(j) processing of claims.

Employee, means

An officer or employee of the Named Insured, whether actively employed, disabled or retired.
ADDITIONAL CONDITION

NOTICE

Upon the Insured's becoming aware of any negligent act, error or omission which may give rise to any injury covered hereunder, written notice shall be given by or on behalf of the Insured in accordance with the condition of the policy describing the "Insured's Duties in the Event of Accident, Occurrence, Claim or Action".

Except as otherwise provided in this endorsement, all terms and conditions of this policy shall remain unchanged.