



- d. Hired Person ..... 10
- e. Injury On Normally Occupied Premises ..... 10
- f. Products-Completed Operations Hazard ..... 10
- g. Workers' Compensation And Similar Laws ..... 10
- COVERAGE D TENANTS' LEGAL LIABILITY ..... 10
- 1. Insuring Agreement ..... 10
- 2. Exclusions Applying Only To Coverage D ..... 11
  - a. Contractual Liability ..... 11
  - b. Expected Or Intended Damage ..... 11
- COMMON EXCLUSIONS – COVERAGES A, B, C AND D ..... 11
- 1. Asbestos ..... 11
- 2. Fungi Or Spores ..... 12
- 3. Nuclear Energy Liability ..... 13
- 4. Pollution ..... 13
- 5. Terrorism ..... 14
- 6. War Risks ..... 14
- SUPPLEMENTARY PAYMENTS ..... 15
- SECTION II – WHO IS AN INSURED ..... 16
- SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES ..... 17
- SECTION IV – WRAP-UP LIABILITY CONDITIONS ..... 19
- 1. Bankruptcy ..... 19
- 2. Duties In The Event Of Occurrence, Offence, Claim Or Action ..... 20
- 3. Legal Action Against Us ..... 21
- 4. Other Insurance ..... 21
- 5. Premium Audit ..... 22
- 6. Representations, Unintentional Errors Or Omissions ..... 22
- 7. Separation Of Insureds, Cross Liability ..... 22
- 8. Transfer Of Rights Of Recovery Against Others To Us ..... 22
- SECTION V – DEFINITIONS ..... 23

**SECTION I – COVERAGES**

**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Insuring Agreement**

a. We 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. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" because of "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or claim, and settle any claim or "action". But:

- (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance And Deductibles; and
- (2) Our right and duty to defend ends when we have 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.

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

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";

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- (2) The "bodily injury" or "property damage" arises out of the "designated project"; and
- (3) The "bodily injury" or "property damage" occurs during the "project period" for such project.
- c. "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".
- d. "Bodily injury" or "property damage" that:
  - (1) Occurs after the "project period", but during the period of time shown as the Completed Operations Period in the Wrap-Up Liability Declarations, which begins at the end of the "project period";
  - (2) Arises out of "your work" that is completed before the end of the "project period"; and
  - (3) Is included in the "products-completed operations hazard";
 will be deemed to occur during the "project period". "Your work" will be deemed completed at the earliest of the times described in the definition of "products-completed operations hazard".

This Paragraph d. does not apply if:

- (1) No period of time is shown as the Completed Operations Period in the Wrap-Up Liability Declarations; or
- (2) This insurance is terminated for nonpayment of premium.
- e. "Bodily injury" or "property damage" that:
  - (1) Occurs after the "project period", but no later than 365 days after the end of the "project period";
  - (2) Arises out of "your work" that is performed after the "project period" to correct any defect, deficiency, inadequacy or dangerous condition in "your work" that was completed before the end of the "project period"; and
  - (3) Is not included in the "products-completed operations hazard";
 will be deemed to occur during the "project period". "Your work" will be deemed completed at the earliest of the times described in the definition of "products-completed operations hazard".

This Paragraph e. does not apply if this insurance is terminated for nonpayment of premium.

## 2. Exclusions Applying Only To Coverage A

The following exclusions apply only to Coverage A. These exclusions apply in addition to the exclusions in the Common Exclusions – Coverages A, B, C And D Section.

This insurance does not apply to:

### a. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, air cushion vehicle or watercraft owned or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 12 metres long; and
  - (b) Not being used by any insured to carry any person or property for a charge;
- (3) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the "occurrence" which caused the "bodily injury" involved the ownership, maintenance, use or entrustment to others of any watercraft;

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- (4) Liability assumed by you under any "insured contract" for the ownership, maintenance or use of any aircraft, air cushion vehicle or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any "specialized equipment"; or
- (6) An aircraft that is:
  - (a) Chartered with a pilot to any insured;
  - (b) Not owned by any insured; and
  - (c) Not being used by any insured to carry any person or property for a charge.

**b. Automobile**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any of the following vehicles owned or operated by or on behalf of, or rented or loaned to, any insured:

- (1) Any "automobile";
- (2) Any motorized snow vehicle, or any trailer for such vehicle; or
- (3) Any "racing or stunting vehicle".

Use includes operation and "loading or unloading".

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

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

This exclusion does not apply to:

- (1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law;
- (2) "Bodily injury" or "property damage" arising out of a defective condition in, or the improper maintenance of, any "automobile" owned by the insured while leased to others for a period of 30 days or more, provided that the lessee is obligated under contract to ensure that the "automobile" is insured;
- (3) "Bodily injury" or "property damage" arising out of the ownership or use of any machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use of such machinery, apparatus or equipment. However, this exception does not apply when such machinery, apparatus or equipment is mounted on or attached to any "automobile" or motorized snow vehicle and such machinery, apparatus or equipment is used for the purpose of "loading or unloading"; or
- (4) "Bodily injury" or "property damage" arising out of "loading or unloading" if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation.

**c. Contractual Liability**

"Bodily injury" or "property damage" for which the 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 by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided that:

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- (a) Liability to such party for, or for the cost of, that party's defence has also been assumed by you 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" because of "bodily injury" or "property damage" to which this insurance applies are alleged.

**d. Damage To Impaired Property Or Property Not Physically Damaged**

"Property damage" to "impaired property", or to property that has not been physically damaged, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical damage to "your product" or "your work" after it has been put to its intended use.

**e. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you or any other person or organization 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 you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed by you under a sidetrack agreement, provided that the "property damage" occurs subsequent to the execution of the sidetrack agreement.

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

**f. Damage To Your Product**

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

**g. Damage To Your Work**

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**h. 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".

**i. Employer's Liability**

"Bodily injury" to:

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

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) Whether the insured may have an 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:

- (1) Liability assumed by you under an "insured contract", provided that the "bodily injury" occurs subsequent to the execution of the contract or agreement; or
- (2) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

**j. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination, directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) Whether the insured may have an obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

**k. Expected Or Intended Injury Or Damage**

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

**l. Personal Injury Or Advertising Injury**

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

**m. Professional Services**

- (1) "Bodily injury" or "property damage" arising out of providing or failing to provide professional services for others by or on behalf of an insured while acting or working as any of the following:
  - (a) Accountant;
  - (b) Architect, engineer or surveyor;
  - (c) Lawyer;
  - (d) Insurance agent, broker, company, consultant or representative; or
  - (e) Real estate agent or broker.

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- (2) "Bodily injury" or "property damage" arising out of providing or failing to provide "professional health care services" by or on behalf of an insured.

Unless you are in the business or occupation of providing "professional health care services", Paragraph (2) of this exclusion does not apply to "bodily injury" arising out of providing or failing to provide first aid by:

- (1) Any insured listed under Paragraph 1. of Section II – Who Is An Insured; or  
 (2) Any of your "employees", "student interns" or "volunteer workers".

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

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

- (1) "Your product";  
 (2) "Your work"; or  
 (3) "Impaired property";

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

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

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

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We 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. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" because of "personal injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offence or claim, and settle any claim or "action". But:

- (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance And Deductibles; and  
 (2) Our right and duty to defend ends when we have 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.

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal injury" or "advertising injury" only if:

- (1) The "personal injury" or "advertising injury" is caused by an offence arising out of your business;  
 (2) The "personal injury" or "advertising injury" arises out of the "designated project";  
 (3) The "personal injury" or "advertising injury" offence was committed in the "coverage territory"; and  
 (4) The "personal injury" or "advertising injury" offence was committed during the "project period" for such project.

**2. Exclusions Applying Only To Coverage B**

The following exclusions apply only to Coverage B. These exclusions apply in addition to the exclusions in the Common Exclusions – Coverages A, B, C And D Section.

This insurance does not apply to:

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**a. 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 your "advertisement".

**b. Contractual Liability**

"Personal injury" or "advertising injury" for which the 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) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offence committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be "compensatory damages" because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defence has also been assumed by you 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. Criminal Acts**

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

**d. Electronic Chatrooms Or Bulletin Boards**

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

**e. Employment-Related Practices**

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination, directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) Whether the insured may have an obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

**f. Insureds In Media And Internet Type Businesses**

"Personal injury" or "advertising injury" arising out of an offence committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

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This exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**g. Intellectual Property**

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "action" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, trade dress, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal injury" or "advertising injury" alleged in any claim or "action" that also alleges any such infringement or violation of another's copyright, trade dress, "title" or "slogan" in your "advertisement".

**h. Knowing Violation Of Rights Of Another**

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

**i. Material Published Or Used Prior To Project Period**

- (1) "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the "project period".
- (2) "Advertising injury" arising out of infringement of copyright, trade dress, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the "project period".

**j. Material Published With Knowledge Of Falsity**

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

**k. Quality Or Performance Of Goods – Failure To Conform To Statements**

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

**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 your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers or supporters.

**m. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated

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in your "advertisement".

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

a. We will pay medical expenses as described in Paragraph **b.** below for "bodily injury" caused by an accident that arises out of the "designated project", provided that:

- (1) The accident takes place in the "coverage territory" and during the "project period" for such project;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault. But the amount we will pay for medical expenses is limited as described in Section **III** – Limits Of Insurance And Deductibles.

b. The medical expenses we will pay are the 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 Applying Only To Coverage C**

The following exclusions apply only to Coverage **C**. These exclusions apply in addition to the exclusions in the Common Exclusions – Coverages **A, B, C** And **D** Section.

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except any "volunteer worker" or "student intern".

**b. Athletic Activities**

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

**c. Coverage A Exclusions**

Excluded under Coverage **A**.

**d. Hired Person**

To a person hired to do work for or on behalf of:

- (1) Any insured; or
- (2) A tenant of any insured.

**e. Injury On Normally Occupied Premises**

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

**f. Products-Completed Operations Hazard**

Included in the "products-completed operations hazard".

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

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

**COVERAGE D TENANTS' LEGAL LIABILITY**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages"

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because of "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" because of "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or claim, and settle any claim or "action". But:

- (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance And Deductibles; and
- (2) Our right and duty to defend ends when we have 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**.

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

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" is to premises of others rented to you or occupied by you;
- (3) The "property damage" arises out of the "designated project"; and
- (4) The "property damage" occurs during the "project period" for such project.

## 2. Exclusions Applying Only To Coverage D

The following exclusions apply only to Coverage **D**. These exclusions apply in addition to the exclusions in the Common Exclusions – Coverages **A**, **B**, **C** And **D** Section.

This insurance does not apply to:

### a. Contractual Liability

"Property damage" for which the 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 by you in a contract or agreement that is an "insured contract", provided that the "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be "compensatory damages" because of "property damage", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defence has also been assumed by you 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" because of "property damage" to which this insurance applies are alleged.

### b. Expected Or Intended Damage

"Property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect any person or property.

## COMMON EXCLUSIONS – COVERAGES A, B, C AND D

The following exclusions apply to Coverages **A**, **B**, **C** and **D**. These exclusions apply in addition to the exclusions contained in each Coverage Section.

This insurance does not apply to:

### 1. Asbestos

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual or

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alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibres or products containing asbestos, provided that the "bodily injury", "property damage", "personal injury" or "advertising injury" is caused or contributed to by the hazardous properties of asbestos.

- b. Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibres or products containing asbestos; or
  - (2) Claim or "action" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibres or products containing asbestos.

This exclusion applies:

- a. 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", or loss, cost or expense;
- b. Whether the insured may have an obligation to:
  - (1) Share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the "bodily injury", "property damage", "personal injury" or "advertising injury"; or
  - (2) Share loss, cost or expense with or repay someone else who must pay such loss, cost or expense; and
- c. To any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with the "bodily injury", "property damage", "personal injury" or "advertising injury", or loss, cost or expense.

## 2. Fungi Or Spores

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of 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".
- b. Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any "fungi" or "spores"; or
  - (2) Claim or "action" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "fungi" or "spores".

This exclusion applies:

- a. 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", or loss, cost or expense;
- b. Whether the insured may have an obligation to:
  - (1) Share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the "bodily injury", "property damage", "personal injury" or "advertising injury"; or
  - (2) Share loss, cost or expense with or repay someone else who must pay such loss, cost or expense; and
- c. To any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with the "bodily injury", "property damage", "personal injury" or "advertising injury", or loss, cost or expense.

This exclusion does not apply to "bodily injury", or physical damage to any animal, that:

- a. Arises out of "fungi" or "spores" that are found in or on, or are, "your product" intended by you to be applied topically to, or ingested by, humans or animals; and

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- b. Occurs after you have relinquished physical possession of such product.

### 3. 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 policy is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- c. "Bodily injury", "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"; or
  - (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".

### 4. Pollution

- a. With respect to Coverages **A, C** and **D**:
  - (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
    - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
      - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot produced by or originating from equipment used to heat, cool or dehumidify the building, or from equipment that is used to heat water for personal use by the building's occupants or their guests;
      - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location is a Named Insured under this policy, or has been added to this policy as an additional insured, with respect to your ongoing operations performed for such owner or lessee 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 such owner or lessee; or
      - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
    - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
    - (c) If such "pollutants" 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 you may be legally responsible;
    - (d) 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:

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- (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. As used in this exception, mobile equipment does not include an "automobile", motorized snow vehicle, or "racing or stunting vehicle";
  - (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 you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; 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 operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) 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 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 because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- b. With respect to Coverage **B** only:
- (1) "Personal injury" or "advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".
  - (2) 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 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 because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

## 5. Terrorism

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of "terrorism" or 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".

## 6. War Risks

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

1. We will pay, with respect to any claim we are investigating, any claim or "action" we settle, or any "action" against an insured we are defending:
  - a. All expenses we incur.
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage under Coverage **A** applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred at our request by any person who is an insured to assist us in the investigation or defence of the claim or "action", including actual loss of earnings of up to \$500 a day by that insured because of time off from work.
  - e. All costs assessed or awarded against the insured in the "action".
  - f. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

2. If we defend you against an "action" and your indemnitee is also named as a party to the "action", we will have the right and duty to defend that indemnitee if all of the following conditions are met:
  - a. The "action" against the indemnitee seeks "compensatory damages" for which you have 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 you;
  - c. The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by you in the same "insured contract";
  - d. The allegations in the "action" and the information we know about the "occurrence" or offence are such that we determine that no conflict exists between your interests and the interests of the indemnitee;
  - e. You and the indemnitee ask us to conduct and control the defence of that indemnitee against such "action" and agree that we can assign the same counsel to defend you and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defence of the "action";
      - (b) Immediately send us 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 us with respect to coordinating the application of such "other insurance" available to the indemnitee; and
    - (2) Provides us 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 conditions in Paragraphs **2.a.**, **b.**, **c.**, **d.**, **e.** and **f.** above are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.c.(2)** of Section **I** – Coverage **A** – Bodily Injury and Property Damage Liability, Paragraph **2.b.(2)** of Section **I** – Coverage **B** – Personal and Advertising Injury Liability, or

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Paragraph **2.a.(2)** of Section **I** – Coverage **D** – Tenants’ Legal Liability, such payments will not be deemed to be "compensatory damages" because of "bodily injury" or "property damage", or "compensatory damages" because of "personal injury", and will not reduce the Limits of Insurance.

Our right and duty to defend your indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B** or **D** or medical expenses under Coverage **C**; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **2.f.** above, are no longer met.

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Common Policy Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your partners or your members, and their spouses, are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
  - d. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.
  - e. A public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" and directors are insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards".
  - f. A college or school, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers", directors, trustees or commissioners are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers", directors, trustees or commissioners. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards".
  - g. An organization other than a partnership, joint venture, limited liability company, trust, public entity, or college or school, you are an insured. Your "executive officers" and directors are also insureds, but only with respect to their duties as your "executive officers" or directors. Your shareholders are also insureds, but only with respect to their liability as your shareholders.

If you are an organization and no form of business is designated for you in the Common Policy Declarations, you will be deemed to be designated the applicable organization described in Paragraph **1.b., c., d., e., f.,** or **g.** above as indicated in your name or the documents that govern your structure.

2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, your "student interns" only while performing duties at your direction and within the scope of their training, or your "employees", other than either your managers (if you are a limited liability company) or your "executive officers" (if you are an organization other than a partnership, joint venture, limited liability company, trust, public entity, or college or school), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees", "student interns" or "volunteer workers" are insureds for:

**(1)** "Bodily injury" or "personal injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her

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employment or performing duties related to the conduct of your business, to your other "student interns" while performing duties at your direction and within the scope of their training, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee", "student intern" or "volunteer worker" as a consequence of injury described in 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 Paragraph **(1)(a)** or **(b)** above; or
- (d) To any person who at the time of the injury is entitled to benefits under a workers' compensation or disability benefits law or any similar law.

Unless you are in the business or occupation of providing "professional health care services", Paragraphs **(1)(a)**, **(b)**, and **(c)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid by any of your "employees", "student interns" or "volunteer workers". Any of your "employees" or "volunteer workers" providing or failing to provide first aid during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business. Any of your "student interns" providing or failing to provide first aid during their work hours for you will be deemed to be performing duties at your direction and within the scope of their training.

- (2) "Property damage" to property:
  - (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
    - you, any of your "employees", "student interns" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

However, this Paragraph **(2)** does not apply to "property damage" to which Coverage **D** applies.

- b. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

### SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Wrap-Up Liability Declarations and the rules below fix the most we 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 we will pay for the sum of all:
  - a. "Compensatory damages" under Coverage **A**, except "compensatory damages" because of "bodily injury" or "property damage" that is deemed to occur during the "project period" under Paragraph **1.d.** of Section **I** – Coverages – Coverage **A** Bodily Injury And Property Damage Liability;
  - b. "Compensatory damages" under Coverage **B**;

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- c. Medical expenses under Coverage **C**; and
  - d. "Compensatory damages" under Coverage **D**.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all:
- a. "Compensatory damages" under Coverage **A** because of all "bodily injury" and "property damage", except "compensatory damages" because of "bodily injury" or "property damage" that is deemed to occur during the "project period" under Paragraph 1.d. of Section I – Coverages – Coverage **A** Bodily Injury And Property Damage Liability;
  - b. Medical expenses under Coverage **C** because of all "bodily injury"; and
  - c. "Compensatory damages" under Coverage **D** because of all "property damage"; arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by:

- a. Any insured listed under Paragraph 1. of Section II – Who Is An Insured; or
  - b. Any of your "employees", "student interns" or "volunteer workers";
- in providing or failing to provide first aid to any one person will be deemed to be one "occurrence".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "compensatory damages" because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 3. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.
6. Subject to Paragraph 3. above, the Tenants' Legal Liability Limit is the most we will pay under Coverage **D** for all "compensatory damages" because of all "property damage" arising out of any one "occurrence".
7. The Completed Operations Period Aggregate Limit is the most we will pay for the sum of all "compensatory damages" under Coverage **A** because of all "bodily injury" and "property damage" that is deemed to occur during the "project period" under Paragraph 1.d. of Section I – Coverages – Coverage **A** Bodily Injury And Property Damage Liability.
8. Subject to Paragraph 7. above, the Completed Operations Period Each Occurrence Limit is the most we will pay for the sum of all "compensatory damages" under Coverage **A** because of all "bodily injury" and "property damage":
- a. That is deemed to occur during the "project period" under Paragraph 1.d. of Section I – Coverages – Coverage **A** Bodily Injury And Property Damage Liability; and
  - b. Arising out of any one "occurrence".
9. **Deductibles**
- a. The deductibles shown in the Wrap-Up Liability Declarations and the rules below fix the amount of "compensatory damages" and "defence expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:
    - (1) Insureds; or
    - (2) Claims made or "actions" brought.

The deductibles do not apply to payments we make under Supplementary Payments, other than "defence expenses".
  - b. The deductible amount applies only to the coverages for which an amount is shown in the Wrap-Up Liability Declarations. If no amount is shown for a deductible, a deductible does not apply to such coverage.
  - c. The method of applying a deductible is also shown in the Wrap-Up Liability Declarations.
    - (1) If Each Occurrence Method is shown:
      - (a) Under Bodily Injury Liability Coverage, a deductible applies to all "compensatory damages" and

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"defence expenses" under Coverage **A** because of all "bodily injury" arising out of any one "occurrence";

- (b) Under Property Damage Liability Coverage, a deductible applies to all "compensatory damages" and "defence expenses" under Coverage **A** because of all "property damage" arising out of any one "occurrence";
  - (c) Under Bodily Injury and Property Damage Liability Coverage, a deductible applies to the sum of all "compensatory damages" and "defence expenses" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence"; or
  - (d) Under Tenants' Legal Liability Coverage, a deductible applies to all "compensatory damages" and "defence expenses" under Coverage **D** because of all "property damage" arising out of any one "occurrence".
- (2) If Each Offence Method is shown under Personal and Advertising Liability Injury Coverage, a deductible applies to the sum of all "compensatory damages" and "defence expenses" under Coverage **B** because of all "personal injury" or "advertising injury" caused by any one offence.
- (3) If Each Person Or Organization Method is shown under any coverage, a deductible applies to the sum of all "compensatory damages" and "defence expenses" under such coverage for all claims or "actions" made or brought by any one person or organization.
- d. If two or more deductibles apply to the same amount of "compensatory damages" and "defence expenses" because of injury or damage to which this insurance applies, the deductible amount you will be responsible for paying is limited as follows:
- (1) When those deductibles are the same amount, you will only be responsible for paying that amount once.
  - (2) When those deductibles are different amounts, you will only be responsible for paying the largest of those amounts.
- e. The terms of this insurance, including those with respect to:
- (1) Our right and duty with respect to the defence of "actions"; and
  - (2) Your duties in the event of an "occurrence", offence, claim or "action";
- apply irrespective of the application of the deductible amount.
- f. The Limits of Insurance will not be reduced by the amount of any "compensatory damages" and "defence expenses" within a deductible.
- g. We may pay any part or all of the deductible amount to effect payment of any claim or "action", or to defend an insured against an "action". You must promptly reimburse us from your own funds for such part of the deductible amount as we have paid, regardless of any contributions toward payment of any "compensatory damages" or "defence expenses" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "occurrence", offence, claim or "action".

Only payments made by you will satisfy your obligation to reimburse us for payments we make within the deductible amount. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any "compensatory damages" or "defence expenses" by other insurers or any other entity.

#### SECTION IV – WRAP-UP LIABILITY CONDITIONS

The following conditions apply to this insurance in addition to the conditions in the Common Policy Conditions form that is part of your policy:

##### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

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**2. Duties In The Event Of Occurrence, Offence, Claim Or Action**

- a. You must see to it that we or our authorized representative are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "occurrence" took place or the offence was committed;
  - (2) The nature and location of any injury or damage caused by the "occurrence" or offence; and
  - (3) The names and addresses of any persons or organizations sustaining such injury or damage, and the names and addresses of any witnesses.
- b. If a claim is made or "action" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "action" and the date received; and
  - (2) Notify us or our authorized representative as soon as practicable.
- You must see to it that we or our authorized representative receive written notice of the claim or "action" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or "action" or the defence against the "action"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided to you or any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us or our authorized representative of such "occurrence" or offence must be given as soon as practicable only after the "occurrence" or offence is known to any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give notice of an "occurrence" or offence.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us or our authorized representative of such "occurrence" or offence must be given as soon as practicable only after the "occurrence" or offence is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
      - (iii) A trustee of any trust;
      - (iv) A lawfully elected or appointed official, "executive officer" or director or member of "your boards", if you are a public entity;
      - (v) Your lawfully elected or appointed official, "executive officer", director, trustee or commissioner or member of "your board", if you are a college or school; or
      - (vi) An "executive officer" or director of any organization other than a partnership, joint venture, limited liability company, trust, public entity, or college or school; that is your partner, joint venture member, manager or trustee; or
    - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust, public entity, college or school or other organization to give notice of an "occurrence" or offence.

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### 3. Legal Action Against Us

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or
- b. To sue us unless all of the terms of this insurance have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for "compensatory damages" that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. As used in this paragraph, an agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages **A**, **B** or **D**, our obligations are limited as follows:

#### a. Primary Insurance

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

#### b. Excess Insurance

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

- (1) That is Property insurance for "your work", such as Fire, Builder's Risk, Installation Risk or similar coverage;
- (2) That is Property insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) If the loss arises out of the ownership, maintenance, use or entrustment to others of any watercraft, "automobile" or motorized snow vehicle to the extent not subject to Exclusion **a.** or **b.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or
- (4) That is available to the insured when the insured is added as an additional insured under any other policy.

When this insurance is excess, we 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, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

#### c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

As used anywhere in this coverage form or any of its endorsements, other insurer means a provider of "other

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insurance".

## 5. Premium Audit

- a. We will compute all premiums for this insurance in accordance with our rules and rates.
- b. The premium shown in the Common Policy Declarations may be an estimated premium only. If it is an estimated premium, your policy will contain an endorsement that shows when and how we compute your deposit premium and your actual premium.
- c. If the premium is an estimated premium, the first Named Insured must keep records of the information we need for premium computation and must send us copies of those records at such times as we may request.

## 6. Representations, Unintentional Errors Or Omissions

By accepting this policy, you agree that:

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

The unintentional error in, or unintentional omission of, any information provided by you which we relied upon in issuing this insurance will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of termination or nonrenewal in accordance with applicable insurance laws or regulations.

## 7. Separation Of Insureds, Cross Liability

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned 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.

## 8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover from others all or part of any payment we have made under this insurance in connection with a claim or "action", those rights are transferred to us. Except as provided in Paragraph **b.** below, the insured must do nothing to impair such rights. At our request, the insured will bring action or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- (1) First, we will reimburse any person or organization (including us or the insured) any amount such person or organization has paid in excess of the Limits of Insurance shown in the Wrap-Up Liability Declarations.
- (2) Next, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this insurance in connection with the claim or "action".
- (3) Then, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any deductible or self-insured retention applicable to this insurance.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses will be based on the ratio of its amount recovered to the total amount recovered by all such persons or organizations in enforcing such rights. We will deduct each such person's or organization's share of those expenses from any amount we pay to such person or organization.

- b. If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:
  - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

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(2) "Personal injury" or "advertising injury" caused by an offence that is committed; subsequent to the execution of the contract or agreement.

## SECTION V – DEFINITIONS

1. "Action" means a civil proceeding that seeks "compensatory damages" because of "bodily injury", "property damage", "personal injury" or "advertising injury". "Action" includes:
  - a. An arbitration proceeding that seeks such "compensatory damages" and to which the insured must submit or submits with our consent; and
  - b. Any other alternative dispute resolution proceeding that seeks such "compensatory damages" and to which the insured submits with our consent.
2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on other electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
3. "Advertising injury":
  - a. Means injury, other than "personal injury", caused by one or more of the following offences:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "action" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that violates a person's right of privacy;
    - (3) The use of another's advertising idea in your "advertisement"; or
    - (4) Infringing upon another's copyright, trade dress, "title" or "slogan" in your "advertisement", provided that the claim is made or the "action" is brought by a person or organization that claims ownership of such copyright, trade dress, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offences described in Paragraph a. above.
4. "Automobile" means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. "Bodily injury" means:
  - a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
6. "Broadcasting" means transmitting any audio or visual material for any purpose:
  - a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
7. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any

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multiplied damage award.

**8. "Coverage territory" means:**

- a.** Canada; or
- b.** All other parts of the world if the injury or damage arises out of:
  - (1)** The activities of a person whose home is in Canada, but is away for a short time on your business; or
  - (2)** "Personal injury" or "advertising injury" offences that are committed through the Internet or other electronic means of communication;

provided that the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits in Canada, or in a settlement we agree to.

**9. "Defence expenses":**

**a.** Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "action":

- (1)** Fees of lawyers, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or
- (2)** Court, alternative dispute resolution, and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
  - (a)** Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;
  - (b)** Expert medical or other testimony;
  - (c)** Autopsy;
  - (d)** Witnesses and summonses;
  - (e)** Copies of documents such as birth and death certificates and medical treatment records;
  - (f)** Arbitration fees;
  - (g)** Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a claim or "action"; and
  - (h)** Fees or costs for loss prevention and engineering personnel, and fees or costs for rehabilitation nurses or other nurses, for services which are conducted as part of the handling of a claim or "action".

**b.** Does not include:

- (1)** Salaries, overhead and travel expenses of our employees, except for those fees, costs or expenses described in Paragraphs **a.(1)** or **a.(2)** above incurred while handling a claim or "action";
- (2)** Fees and costs for independent claims professionals or lawyers (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the injury, disease or damage, including evaluation and settlement of covered claims; or
- (3)** Salaries, overhead and travel expenses of any insured.

**10. "Designated project" means:**

**a.** Construction activities at:

- (1)** The site of the project shown in the Wrap-Up Liability Declarations; or
- (2)** Any other site identified or referenced in the plans, specifications or contract documents as part of or incidental to the construction of such project; or

**b.** Work for such project performed at:

- (1)** Any staging area, lay down area, storage area, parking area or office area; or
- (2)** Any other similar area used solely for such project;

that is under your control, if you are a contractor for, or an owner of, such project.

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11. "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 application software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment.
12. "Employee" includes a "leased worker" and a "temporary worker".
13. "Executive officer" means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.
14. "Fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
15. "Fungi" includes any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.
16. "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.
17. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
18. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - d. Any other easement agreement;
  - e. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
  - f. An elevator maintenance agreement; or
  - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "compensatory damages" because of "bodily injury", "property damage" or "personal injury" to a third person or organization, provided that the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by you or by those acting on your behalf. As used in this definition, tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, 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:
    - (i) Maps, shop drawings, opinions, reports, surveys, field orders or change orders; or
    - (ii) 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 you, if you or any of your "employees" is an architect, engineer or surveyor, assume

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liability for injury or damage arising out of your or such employee's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

19. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.
20. "Leased worker" means a person leased by a labour leasing firm under an agreement between the insured and the labour leasing firm, to perform duties related to the conduct of the insured's business. However, "leased worker" does not include a "temporary worker".
21. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, "automobile", or other vehicle;
  - While it is in or on an aircraft, watercraft, "automobile", or other vehicle; or
  - While it is being moved from an aircraft, watercraft, "automobile", or other vehicle to the place where it is finally delivered.

However, "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, "automobile", or other vehicle.

22. "Nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of "radioactive material".
23. "Nuclear facility" means:
- Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - Any equipment or device designed or used for:
    - Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
    - Processing or packaging waste;
  - Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
  - 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.

24. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- Unless you are in the business or occupation of providing "professional health care services", "occurrence" also means an act or omission committed by:
- Any insured listed under Paragraph 1. of Section II – Who Is An Insured; or
  - Any of your "employees", "student interns" or "volunteer workers";
- in providing or failing to provide first aid to a person.

25. "Other insurance":
- Means insurance, or the funding of losses, that is provided by, through or on behalf of:
    - Another insurance company;
    - Us or any of our affiliated insurance companies;
    - Any risk retention group;
    - Any self-insurance method or program; or

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(5) Any similar risk transfer or risk management method.

b. Does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Wrap-Up Liability Declarations.

**26. "Personal injury":**

a. Means injury, other than "advertising injury", caused by one or more of the following offences:

(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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "action" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that violates a person's right of privacy.

b. Includes "bodily injury" caused by one or more of the offences described in Paragraph a. above.

**27. "Pollutants"** means 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.

**28. "Products-completed operations hazard":**

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "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 you, 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.

**29. "Professional health care services" includes:**

a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;

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

c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;

d. Any health or therapeutic service, treatment, advice or instruction;

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- e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
  - f. Any psychiatric, psychological or emotional counselling service, treatment, advice or instruction; and
  - g. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.
30. "Project period" means the period of time that:
- a. Begins on the first day of the policy period shown in the Common Policy Declarations; and
  - b. Ends on the last day of the policy period shown in the Common Policy Declarations or on the date that any of the following first occurs, whichever is earlier:
    - (1) The "designated project" is substantially complete and ready for use or occupancy. Such project will not be deemed to be completed and ready for use or occupancy if it has been occupied or put to use by you for:
      - (a) Construction purposes;
      - (b) Another purpose you have reported to us and for which we have provided written consent;
    - (2) Such project is completed and has been taken over by the owner or purchaser;
    - (3) Your interest in such project ends; or
    - (4) This insurance is terminated.
31. "Property damage" means:
- a. Physical damage to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or
  - b. Loss of use of tangible property that is not physically damaged. All such loss of use will 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.
32. "Racing or stunting vehicle" means any vehicle that is being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.
33. "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.
34. "Slogan":
- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
  - b. Does not include a phrase used as, or in, the name of:
    - (1) Any person or organization, other than you; or
    - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.
35. "Specialized equipment" means any:
- a. Cherry picker or similar device used to raise or lower workers; or
  - b. Air compressor, pump or generator;
  - c. Other equipment, such as spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment, that has a built-in air compressor, pump or generator.
36. "Spores" includes any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
37. "Student intern" means a registered student whose courses of study include mandatory on-the-job training and whom the insured has the right to direct and control while performing duties for that insured.

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- 38.** "Temporary worker" means a person who is hired to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 39.** "Terrorism" means an ideologically motivated unlawful act or acts, including the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization, or government for the purpose of influencing any government or instilling fear in the public or a section of the public.
- 40.** "Title" means a name of a literary or artistic work.
- 41.** "Volunteer worker" means a person who:
- Is not an "employee" or "student intern" of the insured;
  - Donates his or her work; and
  - Is not paid a fee, salary or other compensation for that work.
- 42.** "Your boards":
- Means any board, commission, or other governmental unit or department that:
    - Is under your jurisdiction; and
    - Is funded and operated as part of your total operating budget.
  - Does not include any "joint powers authority".
- 43.** "Your product":
- Means:
    - Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - You;
      - Others trading under your name; or
      - A person or organization whose business or assets you have acquired; or
    - Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - Includes:
    - Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such goods or products; and
    - The providing of or failure to provide warnings or instructions with respect to such goods or products.
  - Does not include vending machines or other property rented to or located for the use of others but not sold.
- 44.** "Your work":
- Means:
    - Work or operations performed by you or on your behalf; or
    - Materials, parts or equipment furnished in connection with such work or operations.
  - Includes:
    - Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such work or operations; and
    - The providing of or failure to provide warnings or instructions with respect to such work or operations.

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